

SPHERON NETWORK WEBSITE TERMS OF USE

Last Revised: **January 25, 2023**

The website located at <https://spheron.network/> is published, owned, and operated by Permanent Hosting Solutions Private Limited Ltd d/b/a Spheron Network, its affiliates and related entities (hereinafter referred to as “Spheron,” “Company,” “we,” “us,” and “our”). These Terms of Use (the “Terms,” or “Agreement”) govern the user’s (hereinafter referred to as “User” “you” “your”) access to and use of the website, whether accessed via computer, mobile device, or otherwise (individually and collectively, the “Website,”) as well as any products and services provided by Spheron (the “Spheron Services”) (the Website, together with the Spheron Services, collectively referred to as the “Service”).

1. ACCEPTANCE OF AGREEMENT

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN USER’S USE OF THE SERVICE AND ALL RELATED TOOLS, MOBILE APPLICATIONS, WEB APPLICATIONS, DECENTRALIZED APPLICATIONS, SMART CONTRACTS, AND APPLICATION PROGRAMMING INTERFACES (“APIS”) LOCATED AT ANY COMPANY WEBSITES INCLUDING WITHOUT LIMITATION, SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO (COLLECTIVELY, THE “PLATFORM”). THESE TERMS SET OUT USER’S RIGHTS AND RESPONSIBILITIES WITH RESPECT TO USER’S USE OF THE PLATFORM FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO PROGRAMMING, DEPLOYING, AND MANAGING DAPPS, INTERFACING WITH BLOCKCHAINS, UTILIZING \$SPHN OR OTHER DIGITAL ASSETS, AND USING THE SERVICE. BY USING THE SERVICE OR ACCESSING THE PLATFORM IN ANY MANNER, USER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. BY AGREEING TO THESE TERMS, USER HEREBY CERTIFIES THAT USER IS AT LEAST 18 YEARS OF AGE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE OR THE PLATFORM.

PLEASE BE AWARE THAT THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION (SECTION 14.4) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

By accessing, browsing, submitting information to and/or using the Website, or by signing into the website using a Wallet, User accepts and agrees to be bound and abide by these Terms and our Privacy Policy, incorporated herein by reference, and to comply with all applicable laws, including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. Accordingly, under Article 6 of the General Data Protection Regulation, or “GDPR,” Users in the European Union acknowledge and consent to our processing of personal data as necessary for the performance of these Terms, any applicable agreements, and use of the Website. If you do not agree to the Terms, please do not use the Website. “”

2. AMENDMENTS

Company reserves the right to amend this Agreement or Company’s Privacy Policy described in Section 4 below, at any time with reasonable notice, as determined by Company in its sole discretion. Company will post notice of any amendment on the Website. User should check this Agreement, and Company’s Privacy Policy regularly for updates. By continuing to use the Platform, the Website, or the Service after such notice is provided, User accepts and agree to such amendments. If User do not agree to any amendment to any of these agreements, User must stop using the Platform, the Website, and the Service. If User has any questions about the terms and conditions in this Agreement, Company’s Privacy Policy Agreement, please contact us at info@spheron.network.

3. DEFINITIONS AND INTERPRETATION

3.1 **Defined Terms.** Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:

- “Account” means a unique account that a User creates in order to access and engage with the Platform, whether email-based, Wallet-based, or via a third-party repository.
- “Affiliate” means, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such party.
- “Applicable Law” means the laws of the British Virgin Islands, as the same may be amended and in effect from time to time during the Term.
- “Business Day” means any day (other than a Saturday, Sunday, or legal holiday) on which financial institutions in the British Virgin Islands are authorized or obligated to close.
- “dApp” means decentralized application.
- “Profile Information” means the information you provide to us to register for the Service, including as applicable, Wallet address, GitHub, GitLab, or BitBucket account/username, name and address, as well as any username that allows you to access the Service, as such information may change from time to time.
- “SPHERON Ecosystem” means all \$SPHN tokens, the projects and functionalities listed at <https://docs.spheron.network/welcome>, including without limitation any dApp development platforms, and collaborations with other established projects.
- “Wallet” means an Web3 electronic wallet, which allows Users to purchase and store cryptocurrencies, and sign/engage in transactions on supported Blockchains.

3.2 **Interpretation.** References to Sections and Appendices are to be construed as references to the Sections of, and Appendices to, this Agreement, unless otherwise indicated. The singular includes the plural, and the plural includes the singular. All references to hereof, herein, hereunder and other similar compounds of the word here shall mean and refer to this Agreement as a whole rather than any particular part of the same. The terms include and including are not limiting. Unless designated as Business Days, all references to days shall mean calendar days. The use of the word “including” in this Agreement to refer to specific examples will be construed to mean “including, without limitation” or “including but not limited to” and will not be construed to mean that the examples given are an exclusive list of the topics covered. The headings, captions, headers, footers and version numbers contained in this Agreement are intended for convenience or reference and shall not affect the meaning or interpretation of this Agreement.

4. PRIVACY

User agrees to Company’s Privacy Policy (available at <https://spheron.network/privacy-policy>), which is incorporated by reference into this Agreement as if it were set forth herein in its entirety. The Privacy Policy describes how we collect, use, and disclose information provided by Users. By using the Website or Service, User agrees to, and is bound by, the terms of the Privacy Policy.

5. COMMUNICATION WITH USERS

User affirms that it is aware of and acknowledges that Company is a Blockchain service provider and has designed this Platform to be directly accessible by Users without any involvement or actions taken by Company or any third-party. Company does not have a mechanism to communicate directly with Users unless Users voluntarily opt in to notifications or email communications via a third-party repository such as GitHub, Bitbucket etc.

6. THIRD-PARTY LINKS, PRODUCTS, AND APPLICATIONS

6.1 **Third-party Sites.** The Website may contain links to websites controlled or operated by persons and companies other than Company (“Linked Sites”), including but not limited to any sites related to digital assets occasionally hyperlinked as Official, Telegram, YouTube, Twitter, Discord, Etherscan, SolScan, and Uniswap. The

Website may also contain login ability to repositories such as Github, Gitlab, and Bitbucket as well as data stored from such third-party websites. Linked Sites are not under the control of Company, and Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. Company is providing these links to User only as a convenience, and the inclusion of any link does not imply endorsement by Company of the site or any association with its operators. User is responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. User is solely responsible for any dealings with third-parties who support Company or are identified on the Website, including any delivery of and payment for goods and services. Company does not store any information shared with a Linked Site and is not responsible for any personally identifiable information shared with any Linked Site.

6.2 **Third-party Applications.** User acknowledges that its access and use of any third-party applications or software on Company’s Website and Content, such as Know Your Customer “KYC” verification software (the “Third-Party Applications”), is at User’s discretion and risk, and Company has no liability to User arising from its use of the Third-Party Applications. Company hereby disclaims any representation, warranty, or guaranty regarding the Third-Party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-Party Applications, and User agrees to indemnify and hold Company harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-Party Applications. Company is not responsible for any personally identifiable information shared with any Third-Party Applications.

6.3 **Release.** To the fullest extent permitted by law, User hereby releases and forever discharges Company (and its Affiliates, officers, employees, agents, successors, and assigns) from, and hereby waives and relinquishes, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, our partners or any other third-party or any Third-Party Applications and Linked Sites). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

7. THE SERVICE

7.1 **Purpose of the Platform.** The Platform is provided for Users to access the Spheron Protocol, use the dApp Development platforms, manage their dApp infrastructure, to provide information about the \$SPHN token and updates about the SPHERON Ecosystem to Users, and to link to the \$SPHN staking page. There are three categories of Users that can interact with the Platform.

(a) Developer Users. The Platform allows Users to host web applications and dApps in a decentralized ecosystem. Users that use the Platform in this manner are “Developer Users.” The Platform provides access to multiple blockchain protocols, and Developer Users can select which supported blockchains to integrate into their dApps. Developer Users must connect their chosen compatible repository, such as GitHub, to the Platform to make use of the Service. Once a Developer User instructs the Platform to deploy the Developer User’s code, the Platform will load such code and the Network Provider Users will start publishing the Developer User’s web application and/or dApp. Once the web application and/or dApp build is complete, only the User and Company are able to restrict or limit access to the application or any Content thereon.

(b) Network Provider Users. The Platform also allows Users to act as network providers who may publish Developer User dApps (“Network Provider Users”). The Platform incentivizes such Network Provider Users with \$SPHN tokens. Network Provider Users must buy \$SPHN tokens and stake them on the Platform to

act as network providers for the Developer Users' web applications and/or dApps and be eligible for network rewards in the form of \$SPHN. Network Provider Users represent and warrant that they understand that the Platform shall penalize them if they participate as a network provider but do not upload Developer User data requested by the Platform.

(c) Passive Users. Passive Users access the site for informational purposes only.

(d) Uniformity. Developer Users, Network Provider Users, and Passive Users may be referred to collectively as "Users" for ease of reference.

7.2 Use of the Website, Platform, and Services; Licenses. Subject to this agreement, Company grants User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform, including the Website and the data, material, content, or information herein (collectively, the "Content") solely for User's personal use. User's right to access and use the same shall be limited to the purposes described in these Terms unless User is otherwise expressly authorized by Company, in writing, to use the Website for User's own commercial purposes. User agrees to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Platform and comply with the law. Any rights not expressly granted herein are reserved, and no license or right to use any trademark of Company or a third-party is granted to User in connection to the Website.

7.3 User Account Responsibility. User understands and agrees that it is solely responsible for maintaining the security of User's Account and control over any usernames, passwords, public and/or private keys, or any other codes that User uses to access the Service. If User is given or creates a password to access the Platform, User is responsible for maintaining the confidentiality of User's Account and password. If User uses a Wallet to access the Platform, Company has no way of granting User access to the Website or the Platform if User loses access to, or control of, User's Wallet. User is responsible for all activities that occur under User's Account, and User agrees to notify Company immediately of any suspected unauthorized use of User's Account. Company is not responsible for any loss that User may incur as a result of any unauthorized person using User's Account, Wallet, or password.

7.4 Additional Considerations

(a) Transactions Are Recorded on the Public Blockchains. Many transactions that take place on the Platform are managed and confirmed via public blockchains, including, but not limited to the Ethereum and Solana blockchains and their respective L2s. User understands that its public address on the relevant blockchain will be made publicly visible whenever it engages in such a transaction on the Platform. We do not own or control any Web3 Wallet, the Ethereum network, the Solana Network, or any other blockchain network we choose to interface with, or any other third-party site, product, or service that Users might access, visit, or use for the purpose of enabling User to access and utilize the various features of the Platform. We are not liable for the acts or omissions of any such third-parties, and will not be liable for any damage that a User may suffer as a result of its transactions or any other interaction with any such third parties.

(b) Gas. All transactions on the Platform are facilitated by smart contracts existing on a blockchain network. Blockchain networks generally require the payment of a transaction fee for every transaction. For example, the Ethereum network requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Ethereum network, and thus every transaction occurring on the Platform through the Ethereum network. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Company or the Platform. User acknowledges that under no circumstances will a transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to User.

(c) Our Use of Account Information. Users authorize us to use the Account information for all purposes related to the Service, provided that such access shall be used solely for the purpose of providing the Service.

7.5 Prohibitions and Restrictions

(a) Prohibited Uses. User agrees that it will not:

- Use the Website, the Platform, or the Services in any manner that could damage, disable, overburden, or impair the Website or the Platform or interfere with any other party's use and enjoyment of it;
- Attempt to gain unauthorized access to any Website or Platform Account, computer systems or networks associated with Company, Platform, or the Website;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Company;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Send unsolicited messages or use the Website to send unsolicited messages such as spam;
- Use the Website or Service for the primary purpose as a remote storage service or to provide downloadable content only;
- Perform any benchmark tests or analyses related to the Website or Service without express written permission of Company;
- Send spam or engage in phishing. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to Accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit;
- Attack the Website or the Platform via a denial-of-service attack or a distributed denial-of-service attack;
- Impersonate or attempt to impersonate Company, a Company employee, another User or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
- License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service except as permitted herein;
- Modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;
or
- Access the Service in order to build a similar or competitive website, product, or service.

(b) Restrictions. Except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to this Agreement. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof. User will not use the Website or Service for any illegal purpose.

7.6 **User Etiquette**. User is prohibited from using the Website or Service in relation to a dApp or other content which is, at the sole discretion of Company, objectionable, abusive, or otherwise violates any law. All Users hereby agree to indemnify and hold Company harmless against any damages, losses, liabilities, settlements, and expenses (including costs and attorney's fees) in connection with any third-party claim or action that arises from an alleged violation of the foregoing or otherwise from User's use of the Website or Service in a manner prohibited by this Agreement. Although Company has no obligation to monitor your use of the Website or Service, it may do so and

may prohibit use of the Website or Service if it believes (or it is alleged) that your use is in violation of the foregoing. If any Content violates any law, we reserve the rights to disallow access to and/or censor such Content, which actions may include termination of a User's Account, removal of any Content from the Website, and a public request to block such content from Interplanetary Files Storage (IPFS) and/or similar decentralized storage protocols. ALL USERS AGREE AND ACKNOWLEDGE THAT COMPANY MAY IMMEDIATELY DISABLE OR TERMINATE THE SERVICE AND/OR USER'S ACCESS TO THE WEBSITE AND/OR THE PLATFORM IF COMPANY BELIEVES USER UTILIZES THE WEBSITE, THE SERVICE, AND/OR THE SERVICE TO PROPAGATE ANY CONTENT THAT VIOLATES THIS AGREEMENT, INCLUDING ANY ILLEGAL ACTIVITY, FRAUDULENT ACTIVITY, TRANSACTIONS WHICH VIOLATE THESE TERMS, THE PROHIBITIONS AND RESTRICTIONS ABOVE, THE DMCA RESTRICTIONS BELOW, OR ANY RESTRICTION REQUIRED BY THIRD-PARTIES.

7.7 **Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Website (in whole or in part) with or without notice to Users. User agrees that Company will not be liable to User or to any third-party for any modification, suspension, or discontinuation of the Website or any part thereof.

7.8 **No Support or Maintenance.** User acknowledges and agrees that Company will have no obligation to provide User with any support or maintenance in connection with the Website or Service.

7.9 **Affiliates.** The rights, duties and/or obligations of Company under this Agreement may be exercised and/or performed by Company and/or any of Company's Affiliates, or any of their subcontractors and/or agents. User agrees that any claim or action arising out of or related to any act or omission of any of Company or its Affiliates, or any of their respective subcontractors or agents, related to the subject matter hereof, shall only be brought against Company, and not against any of Company's Affiliates, or any subcontractor or agent of Company or any its Affiliates.

8. INTELLECTUAL PROPERTY

8.1 **Company Intellectual Property.** User acknowledges and agrees that Company (or, as applicable, our licensors) own all legal right, title, and interest in and to all elements of the Platform, the Spheron logo, graphics, design, systems, methods, information, computer code, software, services, "look and feel," organization, compilation of the content, code, data, and all other elements of the Platform (collectively, the "Company Materials"). The Website, Platform, Company Materials, and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, User is not permitted to use the Website or Content in any manner, except as expressly permitted by Company in these Terms. The Website or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and User agrees not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of Company or the applicable owner. Except as expressly set forth herein, User's use of the Platform does not grant User ownership of or any other rights with respect to any Content, code, data, or other materials that User may access on or through the Platform. Company reserves all rights in and to Company Materials not expressly granted to Users in the Terms.

User may not use any of Company's Content to link to the Website or Content without our express written consent. User may not use framing techniques to enclose any such Content without our express written consent. In addition, the "look and feel" of the Website and Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of Company and may not be copied, imitated, or used, in whole or in part, without our prior written consent.

8.2 **Non-Company Intellectual Property.** Excluding Company Materials, all other trademarks, product names, logos, and similar intellectual property on the Platform are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable owner.

8.3 **Aggregate Data.** Company shall have the right to collect and analyze data and other information relating to provision and use of various aspects of the Website or the Service, Company will be free to (i) use the data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection to the Website and the Service and (ii) disclose data solely in aggregate or other de-identified form in connection with its business.

9. DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE

9.1 **Notification.** Company takes claims of copyright and/or trademark infringement seriously. Company will respond to notices of alleged copyright and/or trademark infringement that comply with the law. If User believes any materials accessible on or from the Website or Service infringes its copyright, User may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works from the Service;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
- (d) information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (f) a statement that the information in the notification is accurate; and
- (g) under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If User fails to comply with all of the requirements of Section 512(c)(3) of the DMCA, its DMCA Notice may not be effective. Upon removing any allegedly infringing material, Company will notify the alleged infringer of such takedown.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

9.2 **Counter Notification.** If User elects to send our copyright agent a counter notice, to be effective it must be a written communication that includes the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- (a) a physical or electronic signature;
- (b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (c) a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (d) adequate information by which we can contact you, including your name, address, and telephone number; and
- (e) a statement that the subscriber consents to the jurisdiction of a federal district court for the judicial district in which the address is located, or if the subscriber’s address is outside of the United States, for any judicial district in which Company may be found, and that the subscriber will accept service of

process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

The DMCA allows Company to restore the removed content if the party filing the original DMCA Notice does not file a court action against User within ten (10) business days of receiving the copy of its counter notice. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Company's designated copyright agent or authorized official to receive notifications and counter-notifications of claimed infringement is:

Permanent Hosting Solutions Private Limited Ltd
Attn: Legal Department
c/o Harneys Corporate Services Limited
Craigmuir Chambers
Road Town
Tortola, VG 1110
British Virgin Islands

A summary of the DMCA can be obtained from [the U.S. Copyright Office](#).

10. INDEMNIFICATION

User agrees to release, indemnify, and hold harmless Company and its Affiliates, and their respective officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to: (a) User's access to, use of, or inability to use the Platform, the Website, or Service; (b) User's breach of this Agreement; (c) User's violation of any rights of a third-party; (d) User's violation of any Applicable Law; and (e) any and all financial losses User may suffer, or cause others to suffer, due to purchasing, using or staking \$SPHN, or any other digital assets.

11. ASSUMPTION OF RISK

11.1 User Acknowledges the Risk of Cryptocurrency and Smart Contracts. USER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS AND IS WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS SUCH AS SMART CONTRACTS, PUBLIC BLOCKCHAIN NETWORKS (INCLUDING, BUT NOT LIMITED TO, THE ETHEREUM BLOCKCHAIN NETWORK), NON-FUNGIBLE TOKENS, AND THE INTERPLANETARY FILE SYSTEM.

11.2 Company is Not Responsible for Technical Errors on Any Blockchain. COMPANY IS NOT RESPONSIBLE FOR LOSSES ARISING FROM THE USE OF BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK OR ANY OTHER BLOCKCHAIN NETWORK COMPANY MAY INTERFACE WITH, OR THE METAMASK WALLET OR ANY SIMILAR BROWSER OR WALLET ON ANY BLOCKCHAIN NETWORK, INCLUDING, BUT NOT LIMITED TO, LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, THE SOLANA NETWORK, THEIR ASSOCIATED L2s, OR ANY OTHER BLOCKCHAIN NETWORK COMPANY MAY INTERFACE WITH, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES RESULTING IN LOSS OF FUNDS.

11.3 User Acknowledges the Risks of the Platform. User acknowledges that the Platform is subject to flaws and that User is solely responsible for evaluating any information provided by the Platform. This warning and others provided in this Agreement by Company in no way evidence or represent an ongoing duty to alert User to all of the potential risks of utilizing or accessing the Platform. The Platform may experience sophisticated cyber-attacks, cryptocurrency based economic exploits, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Platform. User agrees to accept the risk of the Platform

failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and User agrees not to hold Company accountable for any related losses. Company will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect User's computer or other equipment, or any phishing, spoofing or other attack.

11.4 Company Does Not Make Any Representations Regarding the Value of \$SPHN or Other Digital Assets. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of \$SPHN, which may also be subject to significant price volatility. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development, potential utility, or value of \$SPHN. The SPHERON Ecosystem and other digital assets could be impacted by one or more regulatory inquiries or regulatory actions. For all of the foregoing reasons, as well as for reasons that may not presently be known to Company, Company makes absolutely no representations or warranties of any kind regarding the value of \$SPHN or other digital assets.

11.5 User Acknowledges Financial Risk of Digital Assets. The risk of loss associated with the use of digital assets can be substantial. User should, therefore, carefully consider whether creating, buying, selling or otherwise using digital assets is suitable for User in light of its circumstances and financial resources. By using the Platform, accessing the Website, and/or purchasing \$SPHN, User represents that it has been, is and will be solely responsible for making its own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. User represents that it has sufficient knowledge, market sophistication, professional advice, and experience to make its own evaluation of the merits and risks of any transaction conducted via any digital asset. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.

11.6 Violations by Other Users. User irrevocably releases, acquits, and forever discharges Company and its subsidiaries, affiliates, officers, and successors for and against any and all past or future causes of action, suits, or controversies arising out of another User's violation of these Terms.

12. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

12.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY (OR OUR AFFILIATES) BE LIABLE TO USER OR ANY THIRD-PARTY FOR ANY FINANCIAL LOSS, LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR USER'S USE OF, OR INABILITY TO USE, THE PLATFORM, THE WEBSITE OR THE SERVICE, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, THE PLATFORM, OR THE SERVICE EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITE OR SERVICE IS AT USER'S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY MONETARY LOSS AND/OR DAMAGE TO ITS DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO USER.

12.2 No Warranties. ALL INFORMATION OR SERVICE PROVIDED BY COMPANY TO USER VIA THE WEBSITE AND THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, IS PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY AND ANY THIRD-PARTY LICENSORS WITH CONTENT ON THE WEBSITE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, COMPANY AND AFFILIATES MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING

THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE, THE PLATFORM OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE PLATFORM OR THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY AND AFFILIATES ARE NOT LIABLE FOR ANY DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF THIRD-PARTIES OR USERS OF THE WEBSITE OR THE PLATFORM AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER. NEITHER COMPANY NOR ANY OF ITS AFFILIATES REPRESENT, WARRANT, OR COVENANT THAT THE WEBSITE AND/OR THE PLATFORM WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. COMPANY FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS, OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. USER EXPRESSLY AGREES THAT USE OF THE WEBSITE IS AT USER'S SOLE RISK AND THAT COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICE, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, OR OMISSIONS ASSOCIATED WITH THE WEBSITE AND/OR THE PLATFORM OR USER'S USE THEREOF. USER'S SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE WEBSITE THE PLATFORM OR THE CONTENT IS TO CEASE ITS USE OF THE PLATFORM, WEBSITE AND/OR THE SERVICE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO USER. USER MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, USER AGREES THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

13. TERM AND TERMINATION

Subject to this Section and Section 7.6, this Agreement will remain in full force and effect while User uses the Platform, the Website, or the Service (the "Term"). Company may suspend or terminate User's rights to use the Platform the Website, or the Service at any time for any reason at our sole discretion, including for any use of the Website, the Platform, or the Service in violation of this Agreement. All provisions of the Agreement which by their nature should survive, shall survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14. GENERAL TERMS

14.1 **Changes to these Terms of Use.** Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Company. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. User's continued use of the Website after any such change is communicated shall constitute User's consent to such change(s).

14.2 **Waiver.** The waiver by Company of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

14.3 **Governing Law & Jurisdiction.** These Terms are governed by the laws of the British Virgin Islands. User hereby irrevocably consents to the exclusive jurisdiction and venue of the courts in the British Virgin Islands in all disputes arising out of or relating to the use of the Website not subject to the Arbitration Agreement outlined in 14.4.

14.4 **Dispute Resolution.** Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires User to arbitrate disputes with Company and limits the manner in which User can seek relief from us. It is part of User's contract with Company and affects User's rights. It contains procedures of MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or service provided by Company that cannot be resolved informally shall be resolved by binding arbitration on

an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration Proceedings shall be held in English. This Arbitration Agreement applies to User and Company, and to any subsidiaries, Affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement. This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to:

Permanent Hosting Solutions Private Ltd
c/o Harneys Corporate Services Limited
Craigmuir Chambers
Road Town
Tortola, VG 1110
British Virgin Islands

After the Notice is received, User and Company may attempt to resolve the claim or dispute informally. If User and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration Proceeding.

(c) Arbitration Procedure. Any dispute, claim, interpretation, controversy, or issues of public policy arising out of or relating to the SPHERON Ecosystem, the Website, these Terms, or the Services, including the determination of the scope or applicability of this Section 14.4 will be determined exclusively by arbitration held in the British Virgin Islands, and will be governed exclusively by the Arbitration Act, 2013 (the “Arbitration Act”). For purposes of Section 14, “Proceeding” means any complaint, lawsuit, action, suit, claim (including a claim of a violation of law), or other proceeding at law or in equity, or order or ruling, in each case by or before any governmental authority or arbitral tribunal.

(i) The arbitrator will be selected from the roster of arbitrators at The BVI International Arbitration Centre (“BVI IAC”) unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten (10) days after a demand for arbitration is made, then the arbitrator will be selected by BVI IAC from among its available professionals. Arbitration of all disputes and the outcome of the arbitration will remain confidential between the parties except as necessary to obtain a court judgment on the award or other relief or to engage in collection of the judgment.

(ii) The parties irrevocably submit to the exclusive jurisdiction of the local courts located in the British Virgin Islands, with respect to this Section 14.4 to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under the Arbitration Act. The parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other Proceeding.

(iii) The arbitrator may grant injunctive relief, including temporary, preliminary, permanent, and mandatory injunctive relief, in order to protect the rights of each party, but will not be limited to such relief. This provision for arbitration will not preclude a party from seeking temporary or preliminary injunctive relief (“Provisional Relief”) in a court of Law while arbitration Proceedings are pending in order to protect its rights pending a final determination by the arbitrator, nor will the filing of such an action for Provisional Relief constitute waiver by a Party of its right to seek arbitration. Any Provisional Relief granted by such court will remain effective until otherwise modified by the arbitrator.

(d) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to limited review by a court. In the event any litigation should arise between User and Company

in any court in a suit to vacate or enforce an arbitration award or otherwise, USER WAIVES ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(f) 30-Day Right to Opt Out. User has the right to opt out of the provisions of this Arbitration Agreement by sending written notice of its decision to opt out within thirty (30) days after first becoming subject to this Arbitration Agreement. User's notice must include its name and address, its Wallet address, and an unequivocal statement that User wants to opt out of this Arbitration Agreement. If User opts out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to User. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that User may currently have, or may enter in the future, with Company. Mail written notification by certified mail to:

Permanent Hosting Solutions Private Limited
c/o Harneys Corporate Services Limited
Craigmuir Chambers
Road Town
Tortola, VG 1110
British Virgin Islands

(g) Confidentiality. All aspects of the arbitration Proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(h) Severability. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable under Applicable Law by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(i) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(j) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

(k) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(l) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.

14.5 Attorneys' Fees and Costs. In addition to any relief, order, or award that is entered by an arbiter, or court as the case may be, any party found to be the substantially losing party in any dispute shall be required to pay the reasonable attorneys' fees and costs of any party determined to be the substantially prevailing party, and such losing party, shall also reimburse or pay any of the arbitrator's fees and expenses incurred by the prevailing party in any arbitration. In the context of this Agreement, reasonable attorneys' fees and costs shall include but not be limited to:

- (a) legal fees and costs, the fees and costs of witnesses, accountants, experts, and other professionals, and any other forum costs incurred during, or in preparation for, a dispute;
- (b) all of the foregoing whether incurred before or after the initiation of a Proceeding; and
- (c) all such fees and costs incurred in obtaining Provisional Relief.

It is understood that certain time entries that may appear in the billing records of such party's legal counsel may be redacted to protect attorney-client or work-product privilege, and this will not prevent recovery for the associated billings.

14.6 **Third-Party Beneficiaries.** This Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties and their successors and permitted assigns, any of the rights hereunder.

14.7 **Entire Agreement.** This Agreement and each of its exhibits or appendices, constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties, or agreements of any kind, except as expressly set forth herein.

14.8 **Severability.** If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

14.9 **Assignment.** User may not assign or transfer any rights hereunder without the prior written consent of Company. Except as provided in this section, any attempts User makes to assign any of its rights or delegate any of its duties hereunder without the prior written consent of Company shall be null and void. Company may assign this Agreement or any rights hereunder without consent.

Company Contact Information. Questions can be directed to Company at: info@spheron.network.