

# Welcome to Masternoded.com

<https://masternoded.com/> is a website-hosted user interface (the “**Interface**”).

Please read these terms and conditions carefully before using the Interface for any reason. Your use of the Interface is conditional upon your agreement to the Terms set out below. If you do not agree and you do not give your consent to be bound to the Terms, do not use the Interface and, if presented with the option to “accept” the Terms of use, only select “accept” if you certify that you consent to be bound by the Terms.

If you do not meet the eligibility requirements set forth in Section 7 of the Terms or are otherwise not in strict compliance with these Terms, you are expressly prohibited from using, accessing, or deriving any benefit from the Interface and you must not attempt to access or use the Interface. Use of a virtual private network (e.g., a VPN) or other means by ineligible persons to access or use the Interface is prohibited, and prohibited uses may attract legal liability for fraudulent use of the Interface.

## Terms of use

These Terms of Use and any terms and conditions incorporated by reference (collectively, the **Terms**) govern access to and the use of the Interface by each individual, entity, group, or association (collectively **User, Users, You**) who views, interacts, links to or otherwise uses or derives any benefit from the Interface.

By accessing, browsing, or using the Interface, or by acknowledging your agreement to the Terms on the Interface, you agree that you have read, understood, and consented to be bound by all of the Terms, Privacy Policy, and Disclosure which are incorporated by reference into these Terms.

Importantly, when you agree to these Terms by using or accessing the Interface, you agree to a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved.

From time to time and at any time, the Terms may be changed, amended, or revised without notice or consultation. If you do not agree to the revised Terms, then you should not continue to access or use the Interface.

# Binding Provisions

## 1. Dispute Resolution; Arbitration Agreement

If you have any dispute or claim arising out of or relating in any way to the Interface or these Terms, you must send an email to [info@masternoded.com](mailto:info@masternoded.com) to resolve the matter via an informal, good faith negotiation process. If that dispute or claim is not resolved within 60 days of sending such an email, then you agree that all unresolved disputes or claims shall be finally and exclusively settled by arbitration administered by the London Court of International Arbitration under the LCIA Arbitration Rules in force at the time of the filing for arbitration of such dispute. The arbitration shall be held before a single arbitrator and shall be conducted in the English language on a confidential basis. Any award made by the arbitrator may be entered in any court of competent jurisdiction as necessary. This section shall survive termination of these Terms, the Interface, or any connection you may have to the information you obtained from the Interface.

## 2. Class Action and Jury Trial Waiver

You agree to bring all disputes or claims connected to the Interface in your individual capacity and not as a plaintiff in or member of any class action, collective action, private attorney general action, or other representative proceeding. Further, you irrevocably waive the right to demand a trial by jury.

## 3. Governing Law

You agree that the laws of the Republic of Seychelles, without regard to the principles of conflict of laws, govern these Terms.

## 4. About the Interface

The Interface aggregates and publishes publicly available third-party information about liquid staking technology.

The Interface also offers interaction methods whereby the User can indicate a transaction that the User would like to perform in connection with the publicly available Masternoded Smart Contract Systems (the **Middlewares**) which are based on copies of the Masternoded Smart Contract Protocols. The interaction methods include accessing the functionalities of publicly deployed Middleware for Users to self-authorize token transfers and self-mint utility tokens on relevant blockchains. When used in this way, the interface can generate a draft transaction message which a User can independently use in conjunction with a third-party wallet application or device to conduct transactions on any of the relevant blockchains.

## **5. About the Middleware**

The Masternoded Smart Contract Protocols are software source codes freely licensed to the public. Each Middleware is a copy of one of the Masternoded Smart Contract Protocols that is compiled to bytecode and permanently associated with one or more specific public addresses on specific blockchains.

## **6. Interface relationship to Middleware**

Using the relevant blockchain systems, third-party supplied wallets, devices, validator nodes or the Middleware does not require use of this Interface. Anyone with an internet connection can connect directly to the Middleware or blockchain without accessing or using the Interface.

The Interface maintainers do not own, operate or control the blockchain systems, wallets or devices, validator nodes, or the Middleware.

The Interface aggregates and publishes publicly available information about the Middleware in a user-friendly and convenient format. Such information is also independently available from other sources—for example, a User may directly review the blockchain transaction history, account balances, and the individual Masternoded Smart Contract Systems on compatible block explorers on each relevant blockchain. Users may also access code repositories for the various Masternoded Smart Contract Protocols on platforms like Github.

By combining publicly available information with the User's interactions with the Interface, the Interface can draft standard transaction messages compatible with the Middleware. Standard transaction messages are designed to accomplish the User's operational goals as expressed through the interactions. If the User wishes, they may broadcast such messages to the relevant blockchain in order to initiate native token staking.

All draft transaction messages are delivered by the web Interface via an API to a compatible third-party wallet application or device selected by the User after pressing the "Connect Wallet" (or similar) button on the Interface.

The User must personally review and authorize all transaction messages that the User wishes to send to blockchain systems; this requires the User to sign the relevant transaction message with a private cryptographic key inaccessible to the Interface or the Interface maintainers, or Interface contributors. The use of such associated private cryptographic keys is beyond the control of the Interface, the Interface maintainers, or contributors.

The User-authorized message will then be broadcasted to blockchain systems through the wallet application or device and the User may pay a network fee to have the transaction message delivered through the Middleware and record the results on the appropriate blockchain—resulting in a token transaction being completed on that blockchain.

The Interface maintainers and the Interface are not agents or intermediaries of the User. The Interface or the Interface maintainers do not store, have access to or control over any tokens,

private keys, passwords, accounts or other property of the User. The Interface or the Interface maintainers are not capable of performing transactions or sending transaction messages on behalf of the User. The Interface or the Interface maintainers do not hold and cannot purchase, sell or trade any tokens. All transactions relating to the Middleware are executed and recorded solely through the User's interactions with the respective blockchains. The interactions are not under the control of or affiliated with the Interface maintainers or the Interface. The Interface maintainers do not collect any compensation from the User for use of the Interface.

## 7. Eligibility

If you use the interface, you represent and declare that you:

- a. are of legal age in the jurisdiction in which you reside to use the Interface and the Middlewares, and you have legal capacity to consent and agree to be bound by these Terms;
- b. have all technical knowledge necessary or advisable to understand and evaluate the risks of using the Interface and the Middlewares;
- c. comply with all applicable laws, rules and regulations in your relevant jurisdiction and your use of the Interface is not prohibited by and does not otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity;
- d. are not a US person, or currently or ordinarily located or resident in (or incorporated or organized in) the United States of America;
- e. are not a resident, citizen, national or agent of, or an entity organized, incorporated or doing business in, Belarus, Burundi, Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe or any other country to which the United States, the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states (collectively, the **Major Jurisdictions**) embargoes goods or imposes similar sanctions (such embargoed or sanctioned territories, collectively, the **Restricted Territories**);
- f. are not, and do not directly or indirectly own or control, and have not received any assets from any blockchain address that is listed on any sanctions list or equivalent maintained by any of the Major Jurisdictions (such sanctions-listed persons, collectively, **Sanctions Lists Persons**); and
- g. do not intend to transact in or with any Restricted Territories or Sanctions List Persons;

## 8. Permitted Use

The **Permitted Use** of the Interface is exclusively to aid technologically sophisticated persons who wish to use the Interface for informational purposes only as an aid to their own research, due diligence, and decision-making. Before using any information from the Interface (including

any draft transaction messages) to engage in transactions, each User must independently verify the accuracy of such information (and the consistency of such draft transaction messages with the User's intentions).

## 9. Prohibited Uses

Each User must not, directly or indirectly, in connection with their use of the Interface:

- a. use the Interface other than for the Permitted Use;
- b. use the Interface at any time when any representation of the User set forth in the Terms is untrue or inaccurate;
- c. rely on the Interface as a basis for or a source of advice concerning any financial or legal decision making or transactions;
- d. employ any device, scheme or artifice to defraud, or otherwise materially mislead, any person;
- e. engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon any person;
- f. fail to comply with any applicable provision of these Terms or any other terms or conditions, privacy policy, or other policy governing the use of the Interface;
- g. engage, attempt, or assist in any hack of or attack on the Interface or any wallet application or device, including any "sybil attack", "DoS attack", "griefing attack", virus deployment, or theft;
- h. commit any violation of applicable laws, rules or regulations in your relevant jurisdiction;
- i. transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions, in each case, if such transactions do not comply with all laws, rules and regulations applicable to the parties and assets engaged therein;
- j. engage in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, or other token-based fundraising events;
- k. engage in activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading.
- l. engage in any act, practice, or course of business that operates to circumvent any sanctions or export controls targeting the User or the country or territory where the User is located.

- m. engage in any activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under any law.
- n. engage in any activity that disguises or interferes in any way with the IP address of a computer used to access or use the Interface or that otherwise prevents correctly identifying the IP address of the computer used to access the Interface.
- o. engage in any activity that transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity; and
- p. engage in any activity that contributes to or facilitates any of the foregoing activities.

## **10. Additional User Declarations**

Additionally, if you use the interface you consent to, represent, and declare that you agree:

- a. that the only duties and obligations connected with the Interface owed to the User are set forth in these Terms;
- b. that these Terms constitute legal, valid, and binding obligations enforceable against the Users;
- c. that the Interface shall be deemed to be based solely in the Cayman Islands and that although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the Cayman Islands;
- d. that the Interface is provided for informational purposes only and it is not directly or indirectly in control of the Middleware and related blockchain systems or capable of performing or effecting any transactions on your behalf;
- e. that the Interface is only being provided as an aid to your own independent research and evaluation of the Middleware and you should not take, or refrain from taking, any action based on any information on the Interface and without limitation from third party blog posts, articles, links news feeds, tutorials, tweets, and videos;
- f. that the ability of the Interface to connect with third-party wallet applications or devices is not an endorsement or recommendation by or on behalf of the Interface maintainers, and you assume all responsibility for selecting and evaluating, and incurring the risks of any bugs, defects, malfunctions or interruptions of any third-party wallet applications or devices you directly or indirectly use in connection with the Interface;
- g. to not hold the Interface maintainers or any affiliates liable for any damages that you may suffer in connection with your use of the Interface or the Middleware;
- h. that the information available on the Interface is not professional, legal, business, investment, or any other advice related to any financial product;

- i. that the information is not an offer or recommendation or solicitation to buy or sell any particular digital asset or to use any particular investment strategy;
- j. that before you make any financial, legal, or other decision in connection with the interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate;
- k. that the Terms are not intended to, and do not, create or impose any fiduciary duties on any party;
- l. to the fullest extent permitted by law, you acknowledge and agree that the Interface maintainers owe no fiduciary duties or liabilities to you or any other party;
- m. that to the extent, any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated;
- n. that you may suffer damages in connection with your use of the Interface or the Middleware and the Interface and Interface maintainers are not liable for such damages;

## **11. Certain risks**

Each User acknowledges, agrees, consents to, and assumes the risks of, the matters described in this Section 11.

### **11.1 Interface Maintainers Have No Business Plan and May Discontinue, Limit, Terminate, or Refuse Support for the Interface**

There is no business plan or revenue model for the Interface. The Interface maintainers do not have revenues or a viable long-term business plan, and may become unable or unwilling to fund the operational costs of the Interface on a long-term basis or to fund the upgrade costs required to keep the Interface up to date with current and upcoming technologies.

The Interface is a free web application maintained at the sole and absolute discretion of a community of contributors who may also be known as **Interface maintainers**. Individually and collectively they assume no duty, liability, obligation, or undertaking to continue to maintain, or to make available the Interface. The Interface maintainers may terminate or change the Interface with respect to any aspect of the Interface at any time.

The Interface maintainers have no obligation, duty, or liability to ensure that the Interface is a complete and accurate source of all information relating to the Middleware or any other subject matter. Even if the Interface currently displays information about a particular token or blockchain, the Interface may discontinue tracking and publishing information about that token or blockchain at any time in the Interface maintainers' sole and absolute discretion. In the event of such discontinuation, Users may need to rely on third-party resources such as block explorers or validator nodes in order to get equivalent information, and, depending on the

User's level of expertise and the quality of such third-party resources, this may result in the User incurring damages due to delays or mistakes in processing information or transactions.

The Protocols are available under a free open-source license, and the Interface maintainers do not have proprietary or exclusive rights of the Protocols. It is possible that additional copies of the Protocols or derivatives thereof will be deployed on blockchain systems in the future by any person, resulting in the existence of multiple 'Masternoded-branded' Middlewares. The Interface maintainers are under no obligation to publish information for all such copies of the Protocols or to warn Users regarding the existence of such alternatives.

### **11.2 No Regulatory Supervision**

The Interface maintainers and the Interface are not registered or qualified with or licensed by, do not report to, and are not under the active supervision of any government agency or financial regulatory authority or organization. No government or regulator has approved or has been consulted by the Interface maintainers regarding the accuracy or completeness of any information available on the Interface. Similarly, the technology, systems, blockchains, tokens, and persons relevant to information published on the Interface may not be registered with or under the supervision of or be registered or qualified with or licensed by any government agency or financial regulatory authority or organization. The Interface maintainers are not registered as brokers, dealers, advisors, transfer agents or other intermediaries.

### **11.3 Regulatory Uncertainty**

Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the Middleware or any tokens or blockchains could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines, or judgments, which could impede or limit the ability of User to continue the use and enjoyment of such assets and technologies.

### **11.4 No Warranty**

The Interface is provided on an "AS IS" and "AS AVAILABLE" basis. You acknowledge and agree that your access and use of the Interface are at your own risk. There is no representation or warranty that access to the Interface will be continuous, uninterrupted, timely, or secure; that the information contained in the Interface will be accurate, reliable, complete, or current, or that the Interface will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement made in connection with the Interface should be treated as creating any warranty concerning the Interface. There is no endorsement, guarantee, or assumption of responsibility for any advertisements, offers, or statements made by third parties concerning the Interface.

Further, there is no representations or warranty, from anyone, as to the quality, origin, or ownership of any content found on or available through the Interface and there shall be no liability for any errors, misrepresentations, or omissions in, of, and about, the content, nor for the availability of the content attributable to any contributor to the Interface, including

maintainers, and they shall not be liable for any losses, injuries, or damages from the use, inability to use, or the display of the content of the Interface.

### **11.5 Token Lists and Token Identification**

In providing information about tokens, the Interface associates or presumes the association of a token name, symbol, or logo with a specific smart contract deployed to one or more blockchain systems. In making such associations, the Interface relies upon third-party resources which may not be accurate or may not conform to a given User's expectations. Multiple smart contracts can utilize the same token name or token symbol as one another, meaning that the name or symbol of a token does not guarantee that it is the token desired by the User or generally associated with such name or symbol. Users must not rely on the name, symbol, or branding of a token on the Interface, but instead must examine the specific smart contract associated with the name, symbol, or branding and confirm that the token accords with User's expectations.

### **11.6 User Responsibility for Accounts & Security**

Users are solely responsible for all matters relating to their accounts, addresses, and tokens and for ensuring that all uses thereof comply fully with these Terms. Users are solely responsible for protecting the data integrity and confidentiality of their information, and data or private keys for any wallet applications or devices used in connection with the Interface. The compatibility of the Interface with wallet applications and devices or other third-party applications or devices is not intended as, and you hereby agree not to construe such compatibility as, an endorsement or recommendation thereof or a warranty, guarantee, promise, or assurance regarding the fitness or security thereof.

### **11.7 No Interface Fees; Third-Party Fees Irreversible**

There are no fees or charges for use of the Interface. Use of the Middleware and relevant blockchain may be subject to third-party transaction fees. The Interface maintainers do not receive such fees and have no ability to reverse or refund any amounts paid in error.

## **12. License to Use Interface**

Each User, subject to their eligibility, acceptance, and adherence to these Terms, is hereby granted a personal, revocable, non-exclusive, non-transferable, non-sublicensable license to view, access and use the Interface for the Permitted Uses in accordance with these Terms. Unlike the Interface, the Middleware is open-source software running on public blockchains and is not the property of the Interface Maintainers.

## **13. Privacy Policy**

The Interface may directly or indirectly collect and temporarily store personally identifiable information for operational purposes, including for the purpose of identifying blockchain addresses or IP addresses that may indicate the use of the Interface from prohibited

jurisdictions or by sanctioned persons or other Prohibited Uses. Except as required by applicable law, the Interface maintainers will have no obligation of confidentiality with respect to any information collected by the Interface.

## **14. Non-Reliance**

The Users declare that they are knowledgeable, experienced, and sophisticated in using and evaluating blockchain and related technologies and assets, including blockchains, tokens, and proof of stake smart contract systems. The Users declare that they have conducted their own thorough independent investigation and analysis of the Middleware and the other matters contemplated by these Terms, and have not relied upon any information, statement, omission, representation, or warranty, express or implied, written or oral, made by or on behalf of Interface maintainers in connection therewith, except as expressly set forth in these Terms.

## **15. Risks, Disclaimers, and Limitations of Liability**

Each User hereby acknowledges and agrees, and consents to, and assumes the risks of, the matters described in Section 15 of the Terms.

### **15.1 Third-Party Offerings and Content**

References, links, or referrals to or connections with or reliance on third-party resources, products, services, or content, including smart contracts developed or operated by third parties, may be provided to Users in connection with the Interface. In addition, third parties may offer promotions related to the Interface. Interface maintainers do not endorse or assume any responsibility for any activities, resources, products, services, content, or promotions owned, controlled, operated, or sponsored by third parties. If Users access any such resources, products, services, or content or participate in any such promotions, Users do so solely at their own risk. Each User hereby expressly waives and releases Interface maintainers from all liability arising from the User's use of any such resources, products, services, or content or participation in any such promotions.

The User further acknowledges and agrees that Interface maintainers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such resources, products, services, content, or promotions from third parties.

### **15.2 Cryptography Risks**

Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to blockchain systems, the Middleware, or tokens, including the theft, loss, or inaccessibility thereof.

### **15.3 Fork Handling**

The Middleware, and all tokens may be subject to **Forks**. Forks occur when some or all persons running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in backward-compatible or backward-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (ii) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are “contentious” and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original.

Interface maintainers cannot anticipate, control or influence the occurrence or outcome of forks, and do not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, Interface maintainers do not assume any responsibility to notify a User of pending, threatened or completed forks. Interface maintainers will respond (or refrain from responding) to any forks in such manner as Interface maintainers determine in their sole and absolute discretion. Interface maintainers shall not have any duty or obligation, or liability to a User if such response (or lack of such response) acts to a User’s detriment. Each User assumes full responsibility to independently remain apprised of and informed about possible forks, and to manage the User’s own interests and risks in connection therewith.

#### **15.4 Essential Third-Party Software Dependencies**

The Middleware and other relevant blockchain systems and smart contracts are public software utilities that are accessible directly through any compatible third-party node or indirectly through any compatible third-party “wallet” application that interacts with such a node. Interacting with the Middleware does not require the use of the Interface, but the Interface is only a convenient and user-friendly option of reading and displaying data from the Middleware and generating standard draft transaction messages compatible with the Middleware. The User may choose to interact with the Middleware using softwares other than the Interface. As the Interface does not provide wallet software applications or nodes for blockchain systems, such software constitutes an essential third-party software and user dependency without which the Middleware cannot be used and tokens cannot be traded or used. Furthermore, the Interface may use APIs and servers of Interface maintainers or third parties and there are no guarantees as to the continued operation, maintenance, availability, or security of any of the foregoing dependencies.

#### **15.5 Tax Issues**

The tax consequences of purchasing, selling, holding, transferring, or locking tokens or otherwise utilizing the Middleware are uncertain and may vary by jurisdiction. Interface Maintainers have undertaken no due diligence or investigation into such tax consequences, and assume no obligation or liability to optimize, facilitate or bear the tax consequences to any person.

#### **15.6 Legal Limitations on Disclaimers**

Some jurisdictions do not allow the exclusion of certain warranties, or the limitation or exclusion of certain liabilities, and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply in full to specific Users. The disclaimers and limitations of liability provided in these terms shall apply to the fullest extent as permitted by applicable law.

### **15.7 Indemnification**

Each User shall defend, indemnify, compensate, reimburse and hold harmless the Interface maintainers from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) User's use of, or conduct in connection with, the Interface; (b) User's violation of these Terms or any other applicable policy or contract of Interface maintainers; or (c) User's violation of any rights of any other person or entity.

## **16. Entire Representation, Consent and Agreement**

These Terms, including the Privacy Policy, constitute your entire representation, consent, and agreement with respect to the subject matter, including the Interface. These Terms, including the Privacy Policy, and any disclosure and disclaimers incorporated by reference supersede all prior Terms, written or oral understandings, communications, and other agreements relating to the subject matter of the Terms.