

Terms of Service Agreement

Effective date: 03.08.2022

This Terms of Service (“Agreement”) is entered into between MyCointainer OÜ, (“MyCointainer”) and you (“User”). User and MyCointainer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” By accessing or using MyCointainer’s website (“Website”) or the content provided on or through the Website, User agrees to follow and be bound by the following terms and conditions concerning User’s access to and use of the Website and the content provided on or through the Website and MyCointainer’s Privacy Policy. MyCointainer may revise and update these Terms of Service from time to time in its sole discretion. All changes are effective immediately when posted to the Website and apply to all access to and use of the Website thereafter.

1. Defined Terms

As used in this agreement:

“**User Data**” means any data, information or material received by the Service from User or User’s users in the course of accessing or using the Service;

“**Node**” means an individual instance in a blockchain containing a copy of the full ledger of such database, and capable of validating transactions within such database; and

“**Service**” means the available blockchain nodes that MyCointainer can provide via its node hosting application that is available on the MyCointainer’s Website.

2. Grant of Rights

Subject to the terms and conditions of this Agreement, MyCointainer hereby grants to User the non-exclusive, non-transferable (except as specified in Section 12.4 (Assignment)), worldwide, royalty-free right to access and use the Service to develop, launch and manage Nodes solely for User’s own internal business purposes subject to the terms and conditions of this Agreement.

3. User Responsibilities

3.1. User Responsibilities. User is responsible for all activity occurring under User's accounts, and for complying with all laws and regulations applicable to User's use of the Service. User also must (a) notify MyCointainer promptly upon becoming aware of any unauthorized use of any User password or account (or any other breach of security of the Service), and (b) notify MyCointainer promptly upon becoming aware of, and make a reasonable effort to stop, any unauthorized copying, distribution or misuse of any aspect of the Service.

3.2. Use Restrictions. User must not, without MyCointainer's prior written consent, cause or permit the:

3.2.1. use, copying, modification, rental, lease, sublicense, transfer, or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement;

3.2.2. creation of any modifications or derivative works of the Service;

3.2.3. reverse engineering of the Service;

3.2.4. gaining of unauthorized access to the Service or its related systems or networks;

3.2.5. interference with or disruption of the integrity or performance of the Service or the data contained therein.

4. Privacy

MyCointainer does not collect any Personal Information about our users unless a user voluntarily provides that information. Information from a user is only collected when they voluntarily fill out a form on our website. This information is treated as personal and kept confidential, it is collected in order to help MyCointainer fulfill User's requests. For more information, please see MyCointainer's Privacy Policy.

5. Term/Termination

5.1. Term of Agreement. This Agreement will begin on the Effective Date and will continue in perpetuity with full-force and effect until terminated.

5.2. Termination of Use. MyCointainer may, in its sole discretion, at any time discontinue providing or limit access to the website, any areas of the website or content provided on or through the website. User agrees that MyCointainer may, in its sole discretion, at any time, terminate or limit User's access to, or use of, the website or any content. MyCointainer may terminate or limit User's access to or use of the website if MyCointainer determines, in its sole discretion, that User has infringed the copyrights of a third party. User agrees that MyCointainer shall not be liable to User or any third-party for any termination or limitation of access to, or use of, the website or any content, including content that User may have shared. Users may terminate in accordance with Section 5.2.

6. Fees & Payment

6.1. Nodes Purchase. Users may purchase any number of Nodes to be deployed, launched, and managed via the Website. Fees for Nodes can be paid per node. Nodes are launched when there're enough funds on User's account balance.

6.2. Payment Method. User agrees to keep a valid cryptocurrency wallet on file with MyCointainer. If User's cryptocurrency wallet is depleted, User must notify MyCointainer immediately.

6.3. Fees. All Fees are in USDT. Unless expressly provided in this Agreement, all Fees are non-refundable, except if the node fails after deployment.

6.4. Grace period. Upon depletion of the balance, User must replenish his account within 5 days in order for the node to be available. During these five days, a grace period will be activated. If User fails to complete their account within 5 days, it shall be disabled.

6.5. Suspension for violation. In addition to MyCointainer's other rights and remedies under this Agreement and at law, MyCointainer may suspend User's access to the Platform if we are unable to process any payment due to an expired or invalid payment card or a depleted cryptocurrency wallet. MyCointainer will use commercially reasonable efforts to notify User and provide User an opportunity to provide updated payment information prior to suspending access.

7. Third Party Interactions

The Platform and Website may contain links to third-party websites. These links are provided solely as a convenience to User and should not be interpreted by us as an

endorsement of the content on the individual third-party websites. Any third-party products and services and any terms associated therewith are between User and the relevant third parties. MyCointainer does not support, license, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will MyCointainer have any liability whatsoever in connection therewith.

8. Warranties and Disclaimer

8.1. Disclaimer. Except where expressly provided otherwise, The Website, Platform, their components, any documentation and all content provided on or through the Website, are provided on an “as is” and “as available” basis. MyCointainer expressly disclaims all warranties of any kind, whether express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Website and all content provided on or through the Website.

8.2. Representations and Warranties. MyCointainer makes no warranty that:

8.2.1. the Website or content will meet User’s requirements;

8.2.2. the Website will be available on an uninterrupted, timely, secure, or error-free basis;

8.2.3. the results that may be obtained from the use of the Website or any content provided on or through the Website will be accurate or reliable; or

8.2.4. the quality of any content purchased or obtained by User on or through the Website will meet User’s expectations.

8.3. Additionally, User represents and warrants to MyCointainer that:

8.3.1. User has obtained and shall obtain all necessary rights and consents to provide MyCointainer with the User Data including, with respect to any personal information contained therein, the express consent from any applicable individuals to disclose and transfer such information to MyCointainer for the purposes contemplated herein, and

8.3.2. that the User Data and the Nodes do not and shall not infringe, misappropriate, or otherwise violate the rights of any third party including, without limitation, intellectual property rights.

8.4. Exclusions and Limitations. Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the disclaimer, exclusion or limitation of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set forth in these Terms of Service, including those set forth in section 8 and 10, do not apply and all other terms shall remain in full force and effect.

9. Indemnification

User agrees to indemnify and hold harmless MyCointainer, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, which include settlements costs and reasonable attorneys' fees due to or arising out of a third party claim regarding or in connection with (i) User's use of the Services or breach of these Terms; (ii) User's Nodes; or (iii) User gross negligence or willful misconduct, to the extent that such liabilities, damages and costs were caused by User.

10. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW MYCOINTAINER, ITS LICENSORS AND AGENTS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR DAMAGES MEASURED BY LOST PROFITS, OR FOR DAMAGES FOR LOST OPPORTUNITY, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE OR SPECULATIVE LOSSES, EVEN IF MYCOINTAINER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR THE WEBSITE; THE COST OF SUBSTITUTE GOODS OR SERVICES; ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FORM THE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSION OR DATA, STATEMENTS OR CONDUCT OF ANYONE RELATED TO THEE SERVICES; THE PERFORMANCE OF NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR ANY PROVIDER OR THIRD PARTY WEBSITE, OR ANY OTHER MATTER RELATING TO THE SERVICES OR THE WEBSITE.

The limitation of liability set above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products User purchases through the Website. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

11. Confidentiality

11.1. Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement.

11.2. Permitted Disclosures and Obligations. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Further, neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

12. General

12.1. Governing Law and Venue. This Agreement and any Services provided hereunder will be governed exclusively by the laws of Estonia.

12.2. Limitation on Time to File Claims. Any cause of action or claim User may have arising out of or relating to these Terms of Service or the Website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

12.3. Waiver and Severability. The failure of MyCointainer to exercise or enforce any rights or provisions in these Terms of Service shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Service is found to be unenforceable, such part or provision may be modified to make the Terms of Service as modified legal and enforceable. The balance of the Terms of Service shall not be affected.

12.3. Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, e.g. war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters, internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform.

12.4. Assignment. Users may not assign, delegate or transfer these terms or User's rights or obligations hereunder, or User's Services account, in any way (by operation of law or otherwise) without the express prior written consent of MyCointainer. MyCointainer may transfer, assign, or delegate these terms and our rights and obligations without consent.

12.5. Marketing. During the term, MyCointainer is permitted to identify User as an MyCointainer User on MyCointainer's website and marketing materials. In connection therewith, we may use User's corporate name, trade name, trademarks, and corporate logos. Subject to the doctrine of fair use, all use will be done in goodwill and will insure solely to User's benefit.

12.6. Independent Contractors. The parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligations on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

12.7. Notices. All legal notices (e.g., notice of termination of this Agreement or an order form based on a material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized delivery service, or (c) by certified mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, User may email MyCointainer at support@mycointainer.com, and MyCointainer may email User's billing

contact identified on the applicable order form(s). Either Party may change its notice address by giving written notice to the other Party.

12.8. Entire Agreement. This Agreement, together with all orders (if any) that User has executed with MyCointainer, comprises the entire agreement between User and MyCointainer regarding the subject matter of this Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.