

## TERMS OF USE

Effective date: **September 24, 2024**

### 1. TERMS STATEMENT

By accessing and using our Website and Staking services (collectively - “**Services**”), individuals, whether on their own behalf or on behalf of legal entities (“**You**”, or “**User**”), agree to be bound by these Terms of Use (“**Terms**”) and are required to read them before entering into relationships with Everstake Validation Services LLC, a limited liability company registered in the Cayman Islands, and its affiliates (collectively - “**Everstake**”, “**Company**”, “**We**”, “**Us**”, or “**Our**”).

You also agree that these Terms shall be read together with our Privacy Notice, available on the Website.

### 2. DEFINITIONS

**Block** refers to a batch of transactions with a hash of the previous block in the Blockchain network.

**Blockchain network** refers to a distributed digital ledger that is not under the control of a single individual or entity and where accounts cannot be manipulated without providing a user’s specific private key.

**Digital Assets** refer to the digital units that are tracked by and native to a certain Blockchain network.

**Staking rewards** refer to the amount of Digital Assets received by User for supporting the Validator in the Validation process.

**Staking services** refer to the provision of a possibility to delegate Digital Assets to the Validator node operated by Validator on the Blockchain network to participate in the Validation process and receive Staking rewards.

**Unbonding period** refers to the period of time imposed by a Blockchain network, during which the User may not use its delegated Digital Assets.

**Validation process** refers to the verification, validation and creation of blocks of transactions on the relevant Blockchain network.

**Validator** refers to an organisation that runs Validator nodes.

**Validator nodes** refers to software and hardware complexes directed to service a variety of Proof-of-Stake and/or Delegated Proof-of-Stake blockchain networks.

**Validator fees** refers to the percentage of Staking rewards received by Validator for running Validator nodes and making them available to the Users.

**Website** refers to everstake.one and relevant domains.

### **3. SERVICES**

Everstake participates in the Validation process by running Validator nodes required for the operation of various Blockchain networks. We may provide you the possibility to use our Services and delegate your Digital Assets to the Validator nodes to participate in the Validation process and receive Staking rewards distributed by Blockchain networks. In accordance with these Terms, whenever and if Everstake acts as a Validator on a Blockchain network, Everstake will make reasonable efforts to ensure the operation of the Validator node and its availability to the Users.

Your right to access the Services hereunder is limited, non-transferable and non-sublicensable.

Everstake renders the Services diligently and professionally, adhering to applicable industry standards, using all available measures to ensure that the Services are accessible 24/7. During your use of Services, at all times, you retain full ownership rights over your Digital Assets and your use of Services never impacts these rights. Everstake never has access to your Digital Assets.

### **4. FEES**

For the provision of Services, Everstake charges the Validator fees, as specified on the Website.

Everstake reserves the right to modify its Validator fees at any time, without prior notice to Users. Changes in fees will take effect on the date of adding information to

the Website, and continued use of the Services following such changes constitutes acceptance of the new Validator fees.

## **5. REPRESENTATIONS AND WARRANTIES**

As a condition precedent to use the Services, You represent and warrant that:

- You are of legal age (18 years or older), have full legal capacity to enter into contractual relationships, have read and agreed to these Terms.
- You are not causing, nor would you reasonably be expected to cause, a breach, default, contravention, or violation of any applicable laws, regulations, decrees, tax regulations, obligations, court orders, judgments, contracts, or agreements that pertain to You or to which You are a party or bound.
- You are knowledgeable, experienced and sophisticated in using and evaluating Blockchain networks and similar technologies. You have conducted your own thorough independent research and analysis of Blockchain networks and the other matters contemplated by these Terms in determining to use the Services and enter into 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 Everstake in connection therewith.
- You shall be responsible for payment of all applicable taxes, if any, to which the Staking rewards might be subject and any and all other taxes which may apply to You.
- Your Digital Assets associated with your use of our Services have been lawfully obtained and are not derived from any illegal or criminal activities.
- Your Digital Assets, which have been delegated to a Validator node, may be subject to the Unbonding Period set by the respective Blockchain network.
- Your Digital Assets, which have been delegated to a Validator node, are at all times owned by You, and you never transfer ownership of or control over to us.

You further agree that You will not:

- Use the Services in any way that could damage, disable, overburden, or interfere with the Services or other users' access to the Services.

- Attempt unauthorized access to any account, wallet, system, or network related to the Services.
- Obtain or attempt to obtain materials or information not intentionally provided through the Services.
- Use automated tools (e.g., robots, spiders) to access or scrape the Services.
- Introduce harmful or malicious materials, such as viruses, worms, or Trojan horses.
- Launch denial-of-service or distributed denial-of-service attacks against the Services.
- Impersonate the Company, its employees, affiliates, other users, or any other entity.
- License, sell, rent, lease, transfer, distribute, or exploit the Services or its content for commercial purposes.
- Modify, reverse engineer, or create derivative works of the Services.
- Use the Services to develop a competing product or service.
- Violate any applicable laws, including anti-money laundering or anti-terrorist financing regulations.
- Bypass security measures, content filters, or access controls, including using VPNs.
- Encourage or assist third parties in engaging in prohibited activities.

## 6. **DISCLAIMER**

The Website and Services, their components, any documentation, and any other materials are provided on '**AS IS**' and '**AS AVAILABLE**' basis and we expressly disclaim, and you hereby waive, any representations, conditions, or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, and whether or not known or discoverable, including the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title,

security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Services will be uninterrupted, available at any particular time, or error-free.

You acknowledge that Blockchain networks are new and that any risk arising from the utilisation of any Blockchain network, engaging in staking on the Blockchain network, or delegating Digital Assets is solely assumed by You. You also understand that the Services may be affected by defects or malfunctions within a Blockchain network, and Everstake is not accountable or liable for such malfunctions or any other emergency, extraordinary and otherwise relevant Blockchain network maintenance, action or inaction of any third party, or similar issues arising from or related to a Blockchain network.

Everstake makes no representations or warranties with respect to the potential market for the Services or the Staking rewards that You may receive.

No guarantee or assurance can be provided, and Everstake explicitly does not make any representation, warranty, or promise that Everstake will be chosen by Blockchain network to act as a Validator, either at all or for any specific duration. Everstake's inability to become or stay a Validator does not constitute a violation of any provision within these Terms, nor does it establish any liability or obligation on the part of Everstake towards You.

You acknowledge that Everstake makes no representations and warranties, nor is responsible, for the amount of Staking rewards received by You from Blockchain network as a result of the use of Services.

The Website is not an exclusive way to access the Services, anyone with an internet connection can access it on its own. We do not have possession, custody, or control over any Digital Assets; and we do not have possession, custody, or control over any User's Digital Assets. We do not store, send, or receive any Digital Assets. You understand that when you interact with any smart contracts, you always retain control over your Digital Assets. We do not have access to your private keys.

From time to time, the Services may be inaccessible or inoperable for any reason, including: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that we or any of our suppliers or contractors may undertake from time to time; (c) causes beyond our control or that we could not reasonably foresee; (d)

disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason.

We reserve the right to disable or modify access to the Services (such as restricting features of the Services) at any time in the event of any breach of these Terms, including if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason.

The Services may evolve, which means we may apply changes, replace, or discontinue (temporarily or permanently) the Services at any time in our sole discretion.

Nothing herein constitutes legal, financial, business, investment, tax or any other kind of regulated advice, and You are strongly advised to consult an advisor(s) before engaging in any activity in connection herewith. All information provided within the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained within the Services or any other information that We make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. The Terms are not intended to, and do not, create or impose any fiduciary duties on us.

## **7. INTELLECTUAL PROPERTY**

The Website and Services may include various materials, collectively referred to as "**Content**," such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other materials provided by Us or on our behalf. This Content may either be owned by Us or licensed to Us by third parties and is protected by both the Cayman Islands and foreign laws. Unauthorised use of the Content could result in infringement of copyright, trademark, and other applicable laws. You possess no rights in or to the Content and should only use the Content as allowed under these Terms of Use. Any other usage requires our prior written consent. When

creating a copy of the Content, you must retain all copyright and other proprietary notices present in the original Content.

You are prohibited from selling, transferring, assigning, licensing, sublicensing, modifying, reproducing, displaying, publicly performing, creating derivative versions, distributing, or using the Content in any way for public or commercial purposes. Posting or using the Content on any other website or network resource for any purpose is explicitly forbidden.

The trademarks, service marks, and logos found on the Website may be registered and/or unregistered trademarks or service marks owned by Us or our licensors, collectively referred to as "**Trademarks**." No use of the Trademarks should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks without our prior written permission, which must be specific for each particular use. Utilising the Trademarks as part of a link to or from any website is not allowed unless you have received prior written approval from Us. Any goodwill resulting from the use of the Trademarks benefits Us or our licensors.

## **8. EXTERNAL SERVICES**

We may place third-party content on our Website. You agree that this content is not rendered or owned by us, and Your use of websites and services mentioned in this content is subject to separate terms and conditions between you and the relevant service provider.

We are not responsible for third-party websites or services, including, but not limited to, their accuracy, security, availability, or performance.

You acknowledge that in any case, you will hold us harmless against any claim arising out of any damages or losses incurred by or in connection with the utilisation of websites and services accessible through the third-party content placed on our Website.

## **9. PROHIBITION TO USE**

BY ACCESSING AND USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE

EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), HAVE NOT BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A “TERRORIST SUPPORTING” JURISDICTION, HAVE NOT BEEN INCLUDED IN THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE OR THAT YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES, AND ANY OTHER RESPECTIVE SANCTION LISTS OF THE UNITED KINGDOM, EUROPEAN UNION, CANADA OR ANY OTHER JURISDICTION.

WE DO NOT PROVIDE SERVICES TO COMPANIES OR INDIVIDUALS FROM, NOR PROVIDE SERVICES IN COUNTRIES AND TERRITORIES, INCLUDING BUT NOT LIMITED TO: RUSSIA, BELARUS, TEMPORARY OCCUPIED TERRITORIES OF UKRAINE, IRAN, NORTH KOREA, SYRIA, AFGHANISTAN, MYANMAR, LIBYA, TUNISIA, VENEZUELA, YEMEN, SOMALI, DEMOCRATIC REPUBLIC OF KONGO, ZIMBABVE, MALI, GUINEA, SUDAN, SOMALI, IRAQ AND CUBA.

WE RESERVE THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS AND MAY RESTRICT OR REFUSE, IN OUR DISCRETION, THE PROVISION OF SERVICES IN CERTAIN JURISDICTIONS.

YOU ACKNOWLEDGE THAT THERE ARE LEGAL REQUIREMENTS IN VARIOUS JURISDICTIONS WHICH MAY RESTRICT THE SERVICES THAT WE CAN LAWFULLY PROVIDE. ACCORDINGLY, SERVICES MAY NOT BE AVAILABLE OR MAY BE RESTRICTED IN CERTAIN JURISDICTIONS OR REGIONS OR TO CERTAIN USERS. YOU SHALL BE RESPONSIBLE FOR INFORMING YOURSELF ABOUT AND OBSERVING ANY RESTRICTIONS AND/OR REQUIREMENTS IMPOSED WITH RESPECT TO THE ACCESS TO AND USE OF THE SERVICES IN EACH JURISDICTION FROM WHICH THE SERVICES ARE ACCESSED BY YOU.

WE RESERVE THE RIGHT TO CHANGE, MODIFY OR IMPOSE ADDITIONAL RESTRICTIONS WITH RESPECT TO THE ACCESS TO AND USE OF THE

SERVICES FROM TIME TO TIME AT OUR SOLE DISCRETION AT ANY TIME WITHOUT PRIOR NOTIFICATION.

#### **10. LIMITATION OF LIABILITY**

NO PARTY TO THE TERMS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

OUR LIABILITY FOR DAMAGES UNDER THESE TERMS SHALL, IN ANY CASE, BE LIMITED TO, AND UNDER NO CIRCUMSTANCES SHALL EXCEED, THE AMOUNT OF STAKING REWARDS THAT DEMONSTRABLY AROSE BY VIRTUE OF THE USE OF SERVICES.

EVERSTAKE SHALL NOT ASSUME ANY RESPONSIBILITY FOR AND WILL NOT BE HELD ACCOUNTABLE OR LIABLE FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERRORS SUCH AS FORGOTTEN PRIVATE KEYS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURES OR DATA LOSS; (III) PROBLEMS WITH BLOCKCHAIN NETWORKS OR CORRUPT FILES; (IV) UNAUTHORISED ACCESS TO THE SERVICES; OR (V) ACTIONS UNDERTAKEN BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE-FORCING, OR OTHER FORMS OF ASSAULT. EVERSTAKE IS NOT RESPONSIBLE FOR ANY ISSUES WITH BLOCKCHAIN NETWORKS, INCLUDING, BUT NOT LIMITED TO DOWNTIME, HAULT, FORKS, VALIDATOR NODE ISSUES, OR ANY OTHER ISSUES RESULTING IN VALUE LOSS.

YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS

A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON.

IN NO EVENT SHALL ANY CLAIM, ACTION, OR PROCEEDING BROUGHT BY EITHER PARTY RELATED IN ANY WAY TO THE WEBSITE OR SERVICES BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR, IF DIFFERENT, WHEN KNOWLEDGE OF THE CAUSE OF ACTION SHOULD HAVE BEEN REASONABLY OBTAINED BY THE AGGRIEVED PARTY; FOR THE PURPOSES OF THESE TERMS, KNOWLEDGE OF INFORMATION ON A BLOCKCHAIN NETWORK IS CONSIDERED TO HAVE BEEN REASONABLY OBTAINED WHEN IT IS INCLUDED IN A BLOCK THAT IS IRREVERSIBLY ACCEPTED BY THE REQUISITE NUMBER OF VALIDATORS NECESSARY TO BE CONSIDERED CONSENSUS ACCORDING TO THE SPECIFICS AND TECHNICAL CONDITIONS OF THAT BLOCKCHAIN NETWORK.

## **11. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Everstake, its partners, agents, officers, directors, contractors, and employees from and against any losses, costs, expenses, claims, injuries or damages (including, without limitation, judicial, arbitral, and attorneys' fees and expenses) incurred due to or arising out of Your use of Services and any breach by You of any representation, warranty or provision of these Terms.

## **12. GENERAL PROVISIONS**

These Terms shall be governed by and construed in accordance with the laws of the Cayman Islands.

All disputes arising out of or in connection with these Terms shall exclusively be resolved by the ordinary courts of the Cayman Islands.

We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion, due to any reasons, including, but not limited to technical developments, any change or improvement of the Services. It is your responsibility to review these Terms from time to time. By continuing to use our Services, you

automatically agree and accept their provisions and give your consent to be bound by them.

Should any part or provision of these Terms be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of these Terms shall nonetheless remain valid. The same shall apply if and to the extent that these Terms are found to contain any gaps or omissions.