

## TERMS OF SERVICE

Last updated: July 19, 2022

This document acts as an agreed upon terms of use ("**Terms**") between you ("**User**," "**you**") and **P2P Staking** or any other entity authorized by **P2P Staking** ("**us**" or "**we**"). You accept these Terms when you access our website <https://neutron.org> (including and all subdomains, collectively, the "**Site**") and/or use our services or any other features, technologies or functionalities offered by us through the Site (collectively, the "**Services**").

These Terms shall enter into force at the time you first access the Site or use Services. If you disagree with any provision of these Terms you shall cease using the Site or any Services immediately. You have read, understood and agree with these Terms and any provisions thereof. If you are using Services on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and acknowledge that such entity shall be responsible for any damage arising out of a breach of these Terms by you or any other employee or agent of such entity (in such event references to "**you**" in these Terms refer jointly to you and such entity). You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.

We will provide notice of any amendment to these Terms by posting any revised document to the Site and updating the "Last updated" field above accordingly, or by any other method we deem appropriate. We are not obligated to provide notice by any other means. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site and Services.

### 1. Using the Site

- 1.1. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site. We make no promise that the Site is appropriate or available for use in any location. If you choose to access the Site from any location, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 1.2. As a condition of your use of the Site, you agree to comply with our acceptable use policy and agree not to:
  - 1.2.1. misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
  - 1.2.2. attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.
- 1.3. We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

### 2. Your Privacy and Personal Information

Your privacy, personal and business information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at the Site, which explains

what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

### **3. License and Termination**

- 3.1.** We hereby grant you a limited, non-exclusive, non-transferable, revocable at any time license ("**License**") to access and you use of our Site and Services, and any content thereof. This License is subject to these Terms. Any other use of the Services and the Site not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by us and our affiliates, contractors, agents, representatives, suppliers and licensors, and any of their directors, officers, employees, agents or representatives (collectively, the "**Affiliates**"). All copyright, any other intellectual property rights and any other rights to all content, including user-generated content, and other materials published on the Site and provided by our Services, including, but not limited to, APIs, logos, designs, content, text, graphics, pictures, information, data, software, sound files, any other files, and the selections and arrangements thereof (collectively, the "**Materials**") are our proprietary property, intellectual property or otherwise belongs to us and/or our licensors or suppliers and are protected by law. This License does not permit you (a) any resale of the Materials or any portion thereof; (b) any distribution, public performance or public display of any Materials or any portion thereof; (c) modifying or otherwise making any derivative works (uses) of the Materials or any portion thereof; (d) claiming ownership, licensing, deconstruction, reverse engineering, altering, incorporating into any other works or websites, or otherwise exploiting any such content or functionality without our express prior written consent.
- 3.2.** We may in its sole discretion at any time terminate, suspend (partly or in full) or otherwise limit your License, and the Services that may be provided to you, without prior notice or liability for any reason whatsoever, including, but not limited to, (a) in the case breach any provision of these Terms and/or the Agreement, (b) when we are required by law to do so, (c) you are using of the Site and/or the Services to scam other users or for any other unlawful purpose, (d) change in applicable to the Services or out business laws and regulations. In the case of License termination, suspension or another limitation, your Account and access to the Site and the Services will be accordingly cancelled or otherwise terminated or suspended. Nothing in these Terms or in any other communication or action by us or our Affiliates shall be taken as a waiver of any legal remedies available for any event causing termination. All provisions of these Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

### **4. Submitting Information to the Site**

- 4.1.** While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.
- 4.2.** Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

### **5. Accuracy of Information and Availability of the Site**

- 5.1.** We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 5.2.** We may suspend or terminate access or operation of the Site at any time as we see fit.

- 5.3. Any Materials is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Materials.
- 5.4. While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

## **6. Hyperlinks and Third Party Sites**

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## **7. Disclaimer of Warranties and Guaranties. Limitation of Liability**

- 7.1. We do not guarantee any level of performance or the continued, uninterrupted availability of the Services and the Site. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warranties and representations that not expressly made in these Terms. You agree that neither we nor any of our Affiliates in no case will be responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet or otherwise. We make no representation and do not warrant the safety of the Site and Services, and are not liable for any damages, lost value or stolen property, regardless of whether we were negligent in providing appropriate security.
- 7.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US, (A) THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE SITE AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AVAILABILITY, TIMELINESS, QUALITY, STABILITY, ACCURACY OR COMPLETENESS OF THE SITE AND THE SERVICES OR RESULTS OBTAINED BY USING THE SITE AND THE SERVICES, AND QUALITY OF THE SITE AND THE SERVICES, (II) WE DO NOT REPRESENT OR WARRANT THAT THE SITE AND THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SITE AND THE SERVICES WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SITE AND SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND WE AND OUR AFFILIATES ASSUME NO LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE OR THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED BY A REASON OF ANY DEFECT OF SOFTWARE OR BY A REASON ON OUR PART OR OUR AFFILIATES, ERROR-FREE OR WILL BE AVAILABLE, ACCESSIBLE, FUNCTIONAL TWENTY FOUR HOURS A DAY OR WILL BE FUNCTIONAL AS IT DESIGNED.
- 7.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL WE OR ANY OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SITE AND SERVICES OR OTHERWISE RELATED TO

THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL OUR AND OUR AFFILIATES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE OF THE SITE OR SERVICES, EXCEED THE AMOUNT OF FIFTY (50) EURO.

- 7.4.** IN NO EVENT WILL OUR AND OUR AFFILIATES (JOINTLY) AGGREGATE LIABILITY OF FOR ANY DAMAGES THAT ARISES OUT OF, OR IS CONNECTED WITH, ANY OF THE OCCURRENCES DESCRIBED ABOVE EXCEED THE AMOUNT OF FIFTY (50) USD. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS CLAUSE WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF US AND OUR AFFILIATES.

**8. Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

**9. Variation**

- 9.1. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 9.
- 9.2. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

**10. Notices**

You agree that email indicated by you while registering your Account is valid for any notices and communications under these Terms. Any notices and communications posted by us in your Account will be considered as duly delivered once posted.

**11. Applicable Law and Disputes**

- 11.1. The laws of Cayman Islands shall govern all issues arising under or relating to these Terms, without giving effect to the conflict of laws principles thereof.
- 11.2. Should any dispute arising out of, or in connection with, these Terms, including any question regarding its existence, validity or termination, fail to be resolved amicably, such dispute may be referred by either party to and finally resolved by the competent courts of the Cayman Islands.