

## **P2P STAKING**

### **ETHEREUM STAKING TERMS FOR THE LEDGERS' CLIENTS**

**PLEASE READ THESE ETHEREUM STAKING TERMS CAREFULLY. NOTE THAT THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THE SERVICES' USE WILL FACE SIGNIFICANT RISKS INDICATED HEREUNDER THAT YOU HAVE READ AND CONFIRMED IN FULL. IF YOU DO NOT AGREE TO THESE ETHEREUM STAKING TERMS, YOU SHALL NOT EITHER PURCHASE OR SELL CRYPTOCURRENCY AND/OR USE OUR SERVICES. THE SERVICES' USE IS TREATED AS YOUR ACCEPTANCE OF THESE TERMS IN FULL. ONCE YOU STAKED YOUR ETHs, YOU MAY NOT WITHDRAW THEM, AND ANY REWARDS GENERATE.**

This document acts as an agreed upon Ethereum Staking Terms ("**Terms**") between you ("**you**") and P2P Staking or other authorized by P2P Staking company(-ies) ("**P2P**", "**us**" or "**we**"). You accept these Terms when you access the following pages and when you also by click on the link inside the Ledger or Ledger devices ("**Website**"):

- <https://p2p.org> (and its subdomains)
- <http://eth-ledger-live.p2p.org> (Ledger Live)
- <http://eth-ledger-enterprise.p2p.org> (Ledger Vault)

to use the Services (as this term is defined below). These Terms apply only to the Services, any other services that may be from time to time offered by P2P through the Website or otherwise, including, without limitations, services to allow staking in other blockchains, protocols, or networks, are not governed by these Terms.

These Terms shall enter into force as of the moment you first access to the Website or use the Services. Should you disagree with any provision of these Terms, you shall cease using the Services immediately. The content of the Website and websites accessible from hyperlinks on the Website do not form an integral part of these Terms. If you are using Services on behalf of any entity, you are authorized to accept these Terms on such entity's behalf, and such an entity will 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 to you and such an entity, jointly).

P2P reserves the right to amend or otherwise alter these Terms at its sole discretion; P2P will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the "Last updated" field above accordingly or by any other method P2P deems appropriate. P2P is not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

**By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Website and/or use the Services.**

## **1. TERMS AND DEFINITION**

1. "ETH" means Ether, the native cryptocurrency (token) of the Blockchain;

2. “Blockchain” means the Ethereum blockchain post Merge (as described [here](#));
3. “Services” means the technical ancillary, software, and related services, solely through the internet, that P2P provides to you in order to enable you to use Validation Services;
4. “Validation Services” means validation services performed in connection with the Blockchain that consists of creation, signing and broadcasting attestations during each epoch of the Blockchain;
5. “Validator” means validation software developed and maintained by the Blockchain’s community and developers provided “AS IS” that allows you to effect Validation Services during the Term of the Services provided to you;
6. “Transactional Fees” means a portion of rewards in ETHs that may be generated by Validators on the amount of ETHs you staked on the Validators for the Validation Services that are distributed by the Blockchain;
7. “Staking Rewards” means a portion of rewards in ETHs that may be generated by Validators on the amount of ETHs you staked on the Validators for the Validation Services that are not distributed by the Blockchain;
8. “Total Rewards” means the sum of Transactional Fees and Staking Rewards;
9. “Slashing” means any slashing penalty assessed by the Blockchain for a material failure to perform the Validation Services.

## **2. USE OF THE SERVICES**

- 2.1. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Services. P2P makes no promises, warranties, or representations that the Services are appropriate or available for use in any location. If you choose to access the Services from any location, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply. P2P may limit or otherwise restrict your use of and/or access to the Website and/or Services in accordance with applicable laws and regulations, including, without limitations, to comply with applicable sanctions regimes and regulations.
- 2.2. As a condition of your use of the Website and the Services, and when using our Services, you agree, warrant and represent that:
  - 2.2.1. you need to stake at least 32 ETHs in order to use the Services, and the Services cannot be provided in the event you have less than 32 ETHs or any number of ETHs that is not a multiple of 32, including as a result of any Slashing event;
  - 2.2.2. there is a risk of Slashing of now only Total Rewards but the amount of ETHs you stake;
  - 2.2.3. as a result of any Slashing event affecting ETHs you staked, the Services cannot be further provided, and any Validators on which you stake will be non-active and generate no Total Rewards;
  - 2.2.4. it shall be your sole responsibility to keep the confidentiality of any private keys and mnemonic (seed) phrases used to stake ETHs and withdraw Total Rewards (if and

then such functionality will be made available by the Blockchain). If you lose your private keys and/or mnemonic (seed) phrases, you may never access the ETHs you stake or any Total Rewards;

**2.2.5.**in event if any upgrade on the Blockchain occurs, you may never have the possibility to withdraw the ETHs you staked and Staking Rewards;

**2.2.6.**after staking of ETHs, you will be required to pay Service Fees. Failure to pay them may result in Slashing, lost of ETHs you staked and Total Rewards, Services termination and other consequences that may result in loss of a portion or entirely of the ETHs you staked on the Validators;

**2.2.7.**you may partially or completely lose ETHs you staked, Staking Rewards;

**2.2.8.**in the event of any Slashing, Validators on which you staked your ETHs will be discontinued from the active set and prevented from performing Validation Services within approximately 36 days from the moment of Slashing, and Validators may not be returned to the active set and will not be able to perform any Validation Services;

**2.2.9.**there is no guarantee, warranty, or representation that any Validators on which you staked ETHs will ever generate any Total Rewards and that any of them will have any market value or secondary market;

**2.2.10.**P2P has no control over the operations of the Blockchain, including how the Total Rewards are calculated, Slashed, or distributed. P2P provides non-custodial Services only and has no custody, operation, control, or otherwise in relation to ETHs you stake or Total Rewards;

**2.2.11.**you will not misuse or attack the Services 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);

**2.2.12.**you will not attempt to gain unauthorised access to the Services, the server on which our Services are stored or any server, computer or database connected to the Services;

**2.2.13.**you will not use the Website or the Services for any criminal, illegal, or otherwise prohibited use, including, without limitation, activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion;

**2.2.14.**you have a sufficient understanding of cryptocurrencies, their storage mechanisms (such as digital wallets), and blockchain technology;

**2.2.15.**you have: (i) the necessary technical expertise and ability to review and evaluate the security, integrity and operation you wish to proceed with and (ii) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the related merits and risks;

**2.2.16.**you are not a Restricted Person, and you are not acting on behalf of any unrevealed third party, including Restricted Person;

**2.2.17.**you agree that the risks provide in this clause 2.2 are not exhaustive, and you should be aware that staking of your ETHs may be exposed to risks of an exceptional or any other nature from time to time;

**2.2.18.** you hereby confirm and agree that P2P will have no responsibility or liability for such risks indicated above in this clause 2.2 and its subclauses or elsewhere in these Terms; and

**2.2.19.** you hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against P2P and any of its affiliates and their respective shareholders, members, directors, officers, employees, agents, suppliers, licensors, and representatives (collectively, "P2P Party") related to any of the risks set forth in this clause 2.2 and its subclauses.

**2.3.** P2P may prevent or suspend your access to or use of the Website and/or the Services or any portions thereof at any time as P2P may deem reasonable, including, but not limited to, if you do not comply with these Terms or any applicable laws and/or regulation.

### **3. SERVICES**

**3.1.** During the Term and subject to these Terms, P2P will provide you access to or use of the Website and/or the Services, which shall be accessible through the internet. Except for the cases provided hereunder, use of the Services requires no account registration; however, P2P may require you to provide contact details as determined by P2P at its sole discretion to enable contact with you and to confirm your usage of the Services in a manner deemed necessary by P2P. The Services are a client-side interface and server's backend, consisting of a number of Validators that will be used by you to stake your ETHs and that allow you to interact with the Blockchain in order to stake ETHs using the Blockchain and third-party applications. To stake ETHs, you need to confirm that you have a minimum stake of 32 ETH you are ready to stake, and you need a withdrawal key corresponding to the ETHs you hold and wish to stake. Once P2P confirms this in a manner deemed necessary by P2P, you may stake your ETHs; for the avoidance of any doubts and notwithstanding anything to the contrary herein, P2P reserves the right to decline to provide you with the Services you wish to be provided with no liability for P2P.

**3.2.** Neither P2P hold, manage or know your private keys, seed phrases, and passwords. All your digital assets, seed phrases and private keys required to access and make operations with thereof remain at your full control and disposal. P2P provides non-custodial services only. You are solely responsible for making sure that your seed phrase, password, data and any other information used by you to access the Services are kept secure and confidential. All the operations with or in connection with digital assets are made solely by you, and P2P assumes no liability for any reason whatsoever related to such operations.

**3.3.** Staking of ETHs on the Validators means your full acceptance of these Terms and the risks you may face using the Services and will provide them until these Terms are terminated for any reason whatsoever provided ("**Term**").

**3.4.** Service as well may include the automatic deployment of smart contracts allowing you to stake your ETHs. Thus, automatic deployment of smart contracts is made solely for improvement of your user experience and comfort level increase, do not contain (and are not aimed to) any sort of a guarantee or promise of profitability and/or any other kind of performance, and do not contain or imply any elements of a guarantee or promise of profitability and/or any other kind of performance. For avoidance of any doubts, the

automatic deployment of smart contracts in no way shall be considered as investment contract or any sort of yield, financial or structured product.

- 3.5. Accessing to Services you may delegate 32\*x ETH, no partial (pooled) delegation is allowed. P2P does not provide any kind of pooling services.
- 3.6. In order to use Services, you shall (may need to) connect your wallet address to confirm your withdrawal address and sign/initiate the transaction to deploy and to transfer to the entrance smart contract ("Entrance Smart Contract" or "ESC"). This transaction may include your Staking Rewards Address, address of the ESC deployed by you, addresses of delegated ETHs on the Validator to which ETHs will be transferred ("Delegated Stake Addresses"), and another information that may be deemed necessary. Please note, that these parameters may not be changed after signing/initiating of the transaction. The main purpose of the ESC is to divide all received ETHs in portions of 32 ETHs and transfer thereof to the Delegated Stake Addresses. Neither P2P nor you may perform any actions on the ESC, its code and preferences are immutable.
- 3.7. Staking Rewards, if any, come into your Consensus Rewards Address, if the balance on the Validator(s) exceeds 32 ETH. Please note, that provisions of these Terms do not contain any sort of a guarantee or promise of profitability and/or any other kind of performance, and do not contain or imply any elements of a guarantee or promise of profitability and/or any other kind of performance.
- 3.8. Transactional Fees, if any, shall be distributed by the outgoing smart contract deployed by you ("**Outgoing Smart Contract**" or "**OSC**") with the sole condition to share the present rewards between participants' wallets: your wallet address (the same as your Consensus Rewards Address), P2P wallet address and the wallet address of the referrer (if the option of referral link is used). The conditions of sharing are based on the provisions of Terms. OSC is immutable with the only one function "withdraw," which initiate the process of splitting and sending rewards to the participants' wallets. The withdrawal can be initiated by any participant.

#### **4. FEES AND PAYMENTS**

- 4.1. For the Services provided you agree to pay P2P Service Fees as follows:

4.1.1. The amount of Service Fees is equal to Eight (08) percent of Total Rewards generated or to be generated by Validators.

**PLEASE NOTE THAT P2P MAY IN ITS SOLE DISCRETION CHANGE THE AMOUNT OF SERVICE FEES AT ANY TIME. THE NEW SERVICE FEES APPLY IF YOU STARTED STAKING FROM A CERTAIN DATE. IF YOU CONTINUED STAKING, THE NEW SERVICE FEES ARE NOT APPLICABLE TO YOU UNLESS OTHERWISE SPECIFIED IN THESE TERMS.**

- 4.2. Notwithstanding the provisions of clause 4.1 above and subject to enhanced due diligence and KYC/AML requirements as determined by P2P at its sole discretion and in accordance with applicable laws and regulations, P2P may agree to charge its Service Fees on a monthly

basis by issuing invoices in your name; all the invoices are issued for the previous month on or about the first day of the following month that are due and payable within Twenty (20) days upon issuing thereof. In the event you fail to pay any of the invoices timely and/or in full, P2P reserves the right to terminate your access to and use of the Services as provided hereunder.

- 4.3.** Due diligence and KYC/AML requirements as determined by P2P may include, without limitation, checking the information you provide against any list issued by any governmental or international authority prohibiting or limiting business activities or transactions with any persons. You may be required to provide P2P with certain personal information, including, but not limited to, your name, email address, mobile phone data, passport, ID or other government-issued ID, digital wallet address, residency, date of birth, physical address, bank account information, payment card (debit/credit card) information, documents regarding sources of funds and another information and/or documents required to use the Services. You hereby authorize P2P, directly or through a third party, to make any inquiries P2P considers necessary to verify your identity, residency, source of funds or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth); (b) query account information associated with your bank account/card (e.g., name or account balance); and (c) take action P2P reasonably deems necessary based on the results of such inquiries and reports. You further authorize all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. P2P will have no liability or responsibility for any permanent or temporary inability to access or use any Services as a result of any identity verification or other screening procedures.
- 4.4.** All the Rewards less Service Fees will be transferred to you by the Blockchain to your wallet.
- 4.5.** All the Service Fees are non-refundable, in the event you terminate these Terms or P2P terminates your access to or use of the Website and/or the Services, any ETHs balance that you stake on the Validators may be diminished or lost in full based on the operation of the Blockchain and underlying rules, for instance, if the Blockchain penalties or Slashing have occurred. It shall be your sole responsibility to pay all the invoices (or accomplish other necessary payments) timely and in full to avoid this.
- 4.6.** P2P reserves the right to change or otherwise alter Service Fees upon without prior notification (notifying shall be made in accordance with these Terms with (10) days advance notice or in a manner of publication on the Website of a new version of the Terms).

## **5. DAMAGES CAUSED BY VULNERABILITIES INHERENT IN THE INTERNET OR IN BLOCKCHAIN**

You agree that P2P is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet or in blockchain and to any information used to get access to digital wallet(s) on the such blockchain. P2P takes every reasonable precaution to prevent and mitigate attacks. However, these problems may still occur from time to time for reasons that are out of our control. If P2P believes its Website or any Services has been compromised or is under attack, P2P reserves the right to immediately stop all Services. P2P makes no representation and does not warrant the safety of the Website and Services, and is not liable for any damages, lost value or stolen property, regardless of whether P2P was negligent in providing appropriate security.

## **6. SERVICE LEVEL OBLIGATIONS**

- 6.1.** During the access and usage of the Services in accordance with the clause 6.1. above and in the event you receive less than 99% of possible Total Rewards (where is “possible” Total Rewards means the rewards that would ordinarily be payable, if applicable, for Validator’s duties for attestations, participating in sync committees and block proposals) in corresponding period (for the purposes of this clause 7 the 01 (One) period means one exact calendar month in which this situation occurs and all indicators are calculated as of the last day of relevant calendar month) you become eligible for a credit as set forth in the clause 6.2. below. This obligation shall not be applicable in case of (a) any scheduled or another maintenance, which maintenance shall not exceed a commercially reasonable period of time in each given circumstance, including any software or hardware updates due to updates and/or changes in the Blockchain mechanics and/or underlying mechanics, (b) any scheduled or not update, upgrade, support, or otherwise, whether partial or full, of the Blockchain, or any third-party infrastructure. For the avoidance of doubt, you become eligible for any credits only in relation to ETHs that were staked on the Validator in the Blockchain in accordance with the provisions of this clause 6.
- 6.2.** You shall be entitled to a credit in the amount equal to the sum that shall be calculated as a difference between (a) actually received Total Rewards and (b) the 99% of possible Total Rewards for the relevant period. In the event of missed blocks P2P shall calculate this missed value as an average block value among all Ethereum blocks proposed during the relevant calendar month.

## **7. P2P DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE**

In no way should our providing of Services and/or information, data or documents located at the Website be considered legal, financial or any other kind of specialized or expert advice on which you might detrimentally depend, causing liability against P2P. In using the Website and Services, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with our Services and Website. You represent and warrant that you understand that any recommendations or commentary made by P2P or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statements. P2P gives no assurance as to the accuracy or completeness of any such statement.

## **8. LICENSE**

P2P grants you a limited, nonexclusive, nontransferable license (“**License**”) to access and use our Website and Services. This License is subject to these Terms. Any other use of the Services and

Website not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by P2P and our licensors, including any content or functionality as presented on the Website or Services. “P2P Staking”, “P2P Validator”, Website, and all logos related to Services or displayed on the Website are trademarks or registered marks of P2P or its affiliates/counteragents or relevant third parties. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of P2P.

## **9. TERMINATION**

P2P may terminate or suspend your License without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these Terms or in any other communication or action by P2P or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination. All provisions of the 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.

## **10. GENERAL REQUIREMENTS**

The Services are offered and available to you only if (i) you are at least eighteen (18) years of age and you are legally entitled to use the internet and services like those provided by P2P, (ii) if you are acting on behalf of an entity, you have the necessary power and authority to legally bind this entity by these Terms, and (iii) your right to use Services have not had been previously suspended or revoked by P2P. You may neither use the Services if you are located in, or a citizen or resident (tax or otherwise) or any state, country or another jurisdiction where the use of the Services would be illegal or prohibited or otherwise violate any applicable laws and regulations, or if you (i) directly or indirectly own or control and have not received any assets from any blockchain address that is listed on any sanctions list, or if you are a US person, or currently or ordinarily located in the United States of America. You represent and warrant that you are not a citizen or resident (tax or otherwise) of any such jurisdiction and that you will not use neither the Services while located in any such jurisdiction ("Restricted Person"). You also may not use the Services if you are located in, or a citizen or resident (tax or otherwise) of, any other jurisdiction where P2P has determined, at its sole discretion, to prohibit the use of the Services. P2P may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to these Terms. You agree to comply with these Terms even if our methods to prevent the use of the Services are not effective or can be bypassed.

## **11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

**11.1.** TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW: (A) IN NO EVENT WILL P2P AND ANY P2P PARTIES OR ANY OF THE AFFILIATED PARTIES BE LIABLE FOR LOSS OF PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFIT, LOSS OF USE OR DATA, LOSS OF USE, LOSS OF PRODUCTION,



LOSS OF CONTRACT, LOSS OF COMMERCIAL OPPORTUNITY, LOSS OF SAVINGS, DISCOUNT OR REBATE (WHETHER ACTUAL OR ANTICIPATED), HARM TO REPUTATION OR LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO OR USE OF THE VALIDATION OR OTHERWISE RELATED TO THESE TERMS, INCLUDING, BUT NOT LIMITED TO, ANY KIND OF SLASHING EVENTS, UPTIME, REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF P2P OR ANY OF THE AFFILIATED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE), AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF P2P AND ANY P2P PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT THE SERVICE FEES RECEIVED BY P2P FOR THE LAST MONTH, OR IF YOU STAKED MORE THAN 320 ETHs IN NO EVENT WILL THE AGGREGATE LIABILITY OF P2P AND ANY P2P PARTIES (JOINTLY) FOR ANY LOSS ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT THE SERVICE FEES RECEIVED BY P2P FOR THE LAST 12 (TWELVE) MONTHS. AS THE ONLY REMEDY AVAILABLE TO YOU AND THE ONLY WAY OF COMPENSATION WITHIN THE LIMITATIONS SET FORTH IN THIS CLAUSE, (a) P2P WILL ADJUST ITS SERVICE FEES ACCORDINGLY ON THE REMAINING VALIDATORS YOU STAKE WITH UNDER THESE TERMS TO ENSURE THE COMPENSATION WITHIN THE NEAREST FOLLOWING RECALCULATION PERIOD, PROVIDED, HOWEVER, IF THE SERVICE FEES AFTER THE ADJUSTMENT THEREOF BECOME LESS THAN ZERO (0), THEN THE SERVICE FEES FOR THE NEAREST FOLLOWING COMPENSATION PERIOD WILL BE EQUAL TO ZERO (0), NO ADDITIONAL COMPENSATION WILL BE MADE AND THE LIMITATIONS SET FORTH IN THIS CLAUSE SHALL BE DEEMED LOWERED ACCORDINGLY, AND STARTING FROM THE NEXT FOLLOWING RECALCULATION PERIOD THE SERVICE FEES WILL BE SET UP IN ACCORDANCE WITH CLAUSE 4.1 ABOVE, (b) IF THERE ARE NO VALIDATORS TO ADJUST THE SERVICE FEES IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE COMPENSATION IN AMOUNT UP TO THE LIMITATIONS SET FORTH IN THIS CLAUSE SHALL BE PAID TO YOU WITHIN NINETY (90) BUSINESS DAYS SUBJECT, HOWEVER, TO YOUR SUCCESSFUL PASS OF KYC/AML PROCEDURES AS REQUESTED BY P2P AND PROVIDED BY APPLICABLE LAWS AND REGULATIONS. THE LIMITATIONS SET FORTH IN THIS CLAUSE WILL NOT LIMIT OR EXCLUDE LIABILITY FOR FRAUD OR GROSS NEGLIGENCE OF P2P. FURTHERMORE, P2P AND ANY OF THE P2P PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE TO YOU OR ANY STAKER, NOR BE DEEMED TO HAVE DEFAULTED UNDER OR BREACHED THESE TERMS, FOR ANY FAILURE OR DELAY IN FULFILLING OR PERFORMING ANY TERM OF THESE TERMS, WHEN AND TO THE EXTENT THE FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM ACTS BEYOND THE P2P'S OR ANY P2P PARTIES REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: (i) ACTS OF GOD; (ii) FLOOD, FIRE, EARTHQUAKE OR EXPLOSION; (iii) WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, OR OTHER CIVIL UNREST; (iv) PANDEMICS; (v) ANY ATTACKS, ERRORS OR DIFFICULTIES IN BLOCKCHAINS OR RELATED SOFTWARE; OR (vi) LAWS, RULES, AND REGULATIONS. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. ACCORDINGLY, IT IS IMPORTANT THAT YOU READ THESE ENTIRE TERMS CAREFULLY TO ENSURE THAT YOU FULLY UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND THE POTENTIAL REPERCUSSIONS AND LIABILITY FOR YOU SHOULD YOU FAIL TO ADHERE TO YOUR OBLIGATIONS OR IN ANY OTHER WAY BE IN BREACH OF THESE TERMS.

- 11.2.** TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW P2P AND P2P PARTIES MAKES NO WARRANTIES AND REPRESENTATIONS: (A) IN RELATION TO THE MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, (B) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY, (C) THAT VALIDATORS, THE BLOCKCHAIN AND INFRASTRUCTURE WILL BE AVAILABLE, ACCESSIBLE, FUNCTIONAL TWENTY-FOUR HOURS A DAY, WILL BE FUNCTIONAL AS IT DESIGNED OR WILL SATISFY ALL THE REQUIREMENTS IMPOSED BY THE BLOCKCHAIN OR OTHER NETWORKS OR OTHER PROVIDERS AND/OR ENVIRONMENTS ("UPTIME"), (D) NON-P2P INFRASTRUCTURE OR STAKING; (E) THAT ANY REWARDS, TRANSACTIONAL FEES, STAKING REWARDS WILL BE EVER GENERATED, THE VALUE OR CHANGE IN VALUE OF CRYPTOCURRENCIES, REWARDS, TRANSACTIONAL FEES, STAKING REWARDS, OR RECEIVING, COLLECTION AND DISTRIBUTION THEREOF; (F) VERIFICATIONS, CONFIRMATIONS AND/OR OTHER CONSENSUS NETWORK METHODS/ALGORITHMS OR OTHER METHODS UTILISED BY THE BLOCKCHAIN OR OTHER NETWORKS, OR OTHER PROVIDERS, OR ANY OTHER THIRD PARTIES IN CONNECTION WITH THE BLOCKCHAINS OR STAKING; P2P NEITHER INITIATES, CONFIRMS, CANCELS, OR REVERSES ANY TRANSACTIONS OR PRIVATE KEYS; (G) ANY ERRORS OR OMISSIONS IN CONNECTIONS WITH BLOCKCHAINS AND NETWORKS, NON-P2P INFRASTRUCTURE AND INFRASTRUCTURE, RECEIVING, COLLECTION AND/OR DISTRIBUTIONS OF CRYPTOCURRENCIES, REWARDS, TRANSACTIONAL FEES, STAKING REWARDS. EACH WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, YOU ACKNOWLEDGE THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY P2P OR ANY OTHER PERSON ON THE P2P'S BEHALF, OR ANY P2P PARTY. ALL P2P'S AND ANY P2P PARTIES' WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, AND CONDITIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

**11.3.** 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 P2P AND P2P PARTIES.

## **12. INDEMNIFICATION**

You shall indemnify and keep indemnified and hold harmless P2P and P2P Parties from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by P2P and/or any of P2P Parties as a result of or in connection with any action, demand or claim related or resulted to your actions or omission or any breach of its obligations, warranties and/or representations hereunder.

## **13. RELEASE**

To the fullest extent permitted by applicable law, you release P2P and P2P Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other users of the Services and the acts or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or

common law principles that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favour at the time of agreeing to this release.

#### **14. APPLICABLE LAW AND VENUE**

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Cayman Islands, without giving effect to principles of conflicts of law. These Terms are a single set of rules which regulate the relationships between you and P2P. You cannot accept it partially, this set of rules should be accepted in full.

#### **15. ARBITRATION**

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 through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration or on behalf of any other individual or group of individuals. All disputes arising in connection with these Terms, or further agreements resulting therefrom, shall be settled and finally resolved by arbitration to be seated in the Cayman Islands and conducted in the English language by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "**Rules**"). The arbitrator shall be appointed in accordance with the procedures set out in the Rules. The award or decision of the arbitrator shall be final and binding upon the parties, and the parties to the arbitration expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator. The judgment of any award or decision may be entered in any court having competent jurisdiction to the extent necessary in accordance with applicable laws.

#### **16. NO CLASS ARBITRATION, CLASS ACTION OR REPRESENTATIVE ACTIONS**

Any dispute arising out of or related to these Terms is personal to you and P2P and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration or on behalf of any other individual or group of individuals. All disputes arising in connection with these Terms, or further agreements resulting therefrom, shall be settled and finally resolved by arbitration in accordance with clause 16 above.

#### **17. SURVIVAL AND SEVERABILITY**

Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed, and the rest of these Terms will remain intact and enforceable.

## **18. INTEGRATION**

P2P failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between you and P2P, including any future modification of such documents, superseding any prior agreements or communications between you and P2P. Any ambiguities in these Terms shall be construed in the light most favourable to P2P.

## **19. ACT OF GOD**

P2P's performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labour disputes or controversies, acts or omissions of any third party, or blockchain failures.

## **20. CHANGE OF TERMS**

P2P may amend these Terms at any time and at its own discretion by posting an updated version on the Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.

## **21. CONTACT US**

If you have any questions about these Terms, please contact us at [info@p2p.org](mailto:info@p2p.org)