



TERMS OF SERVICE

BitNordic ApS



1. Subject matter of the Terms of Service (ToS)

- 1.1 These Terms of Service (the "**Agreement**") are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the "**Services**") together with agreements and software provided by BitNordic ApS, CVR-nr.: 41940778 ("**BitNordic**") to which a customer (the "**Customer**") may have access to by using BitNordic's website (the "**Website**") or otherwise in relation to their contribution (the "**Stake**").
- 1.2 The term "Customer" refers to any individual or group of people, each having explicitly consented to the proper use of the BitNordic Services, adhering to the ToS.
- 1.3 The content and information included in these Services are provided by BitNordic and its third party suppliers (collectively, the "**Information Providers**"). These Services are made available by BitNordic subject to the terms and conditions stated below.
- 1.4 BitNordic is a software services and infrastructure provider that allows users to comfortably stake crypto assets and earn rewards.
- 1.5 Staking refers to the act of delegating any form of cryptographic asset to any of the provided BitNordic wallet addresses.
- 1.6 Subject to the terms and conditions contained herein, the Customer may:
- Use Services from BitNordic ApS; or
 - Stake / delegate crypto assets with BitNordic's infrastructure
- 1.7 Unless expressly agreed to in writing by BitNordic, conflicting or diverging terms and conditions shall not form a part of the Agreement between BitNordic and the Customer, even if BitNordic did not expressly object to their validity upon entering into the Agreement between BitNordic and the Customer.
- 1.8 Any other contractual terms and conditions, specifications of services, service catalogues or any other documents to which reference is made in this Agreement shall be provided to the Customer upon request or will already be attached to this Agreement. In the event of any conflict between the terms and conditions contained



in this Agreement and those contained within any statement of work made pursuant hereto, the terms and conditions of this Agreement shall prevail.

- 1.9 There are a number of capitalised terms used throughout this Agreement, which have specific meanings as defined herein.
- 1.10 This Agreement is binding upon the Customer when (a) delegating any form of asset to BitNordic's infrastructure or wallet addresses (b) when utilizing any service from BitNordic.

2. Charges

- 2.1 For the purposes of the Agreement, "**Charges**" shall mean the payments for use or purchase of Services by the Customer.
- 2.2 BitNordic is entitled to a set of Charges in the Customer's Staking rewards when these are due.
- 2.3 The Charge(s) are automatically deducted from rewards generated by BitNordic. Charge percentages will be different depending on the individual network and service provision. See the individual network for detailed fee information.
- 2.4 Save as otherwise expressly provided all Charges are expressed exclusive of local statutory charges and taxes (for instance, copyright and environmental charges and taxes) including VAT and any VAT arising in respect of any supply shall be payable by the Customer at the then current legal rate(s) in addition to such charges.

3. Customer's obligations and acknowledgments

- 3.1 The Customer undertakes to use the Services with care and in conformity with the instructions of use made available to the Customer, as well as to adhere to the specified instructions for care and operation.
- 3.2 The Customer undertakes to provide at its own expense a suitable environment with sufficient facilities to enable the Services to function including, but not limited to adequate virus protection, uncompromised wallet and private keys and unique passwords.



- 3.3 The Customer undertakes to inform BitNordic promptly in the event of a Product malfunction.
- 3.4 The Customer shall:
- (i) only use the Services in accordance with BitNordic's instructions;
 - (ii) supply all assistance, documentation and other information necessary for BitNordic to diagnose or remedy any fault and to deliver the Services;
 - (iii) maintain adequate virus protection systems;
 - (iv) be responsible for custody of private keys and the safekeeping of passwords, recovery words and other security measures directly or indirectly associated with facilitating the Services provided by BitNordic.
 - (v) not use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of BitNordic and/or any third-party Information Provider(s);
 - (vi) not use the Information for any unlawful or unauthorized purpose;
 - (vii) possess necessary skills and judgment, and shall at all time exercise its own judgement in the use of the Services;
 - (viii) be responsible for all statements made and acts or omissions that occur while using identification name (or "**User Name**") and passwords.
 - (ix) be responsible for protecting and securing Username and password from unauthorized use and disclosure. In case of any breach or suspicion of breach of security for any of the information stored on the Website, such as the theft or unauthorized use of User Name, password, or any other information, the Customer shall notify BitNordic immediately.
- 3.5 The Customer shall follow and observe instructions regarding use of the Services provided by BitNordic.
- 3.6 If a problem with the service or general network performance arises, the Customer shall give a description which must be verifiable and as precise as possible. The Customer shall support BitNordic to a reasonable extent in its endeavor to resolve the problem.



- 3.7 The Customer hereby acknowledge, amongst other things but not limited to, that:
- (i) Blockchain/ledger technology and associated services are a new and less regulated area of business. As a result, any future government regulations and legal adaptations may impact the potential risks, rewards and general functionality of the Services.
 - (ii) Blockchain/ledger technology and associated Services provided by BitNordic are currently in an early development-stage and may be subject to errors. BitNordic does not provide the Customer warranties or insurances following errors, server downtime, hacking attempts or other incidents, that may interrupt or otherwise affect the function and performance of BitNordic's systems, the Services and the specific blockchain(s) in use with regard to the Customer's Stake;
 - (iii) digital tokens and other blockchain-related technologies are new and untested, hence associated with high-risk. BitNordic is not (in any way) responsible or liable for any perceived lack of performance resulting from adverse changes in market forces or the technology itself;
 - (iv) BitNordic will not, at any point in time while providing the Services or otherwise as a result of this Agreement, become the legal holder, owner and/or custodian of the Customer's Stake, private keys or password;
 - (v) there is no exclusivity for Customers in any form whatsoever as more than one other user will use the Service. However, a Customer can negotiate custom dedicated solutions to be provisioned separately; and
 - (vi) the Services have been prepared for informational purposes only without regard to any Customer's objectives, financial situation, or means, and BitNordic is not soliciting any action based upon it. None of the information on the Website shall be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any tokens or any financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal.



- (vii) The fact that BitNordic has made the Services available to the Customer constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate. Many of the products described in the Services involve significant risks, and the Customer should not enter into any transactions unless adequately aware of such risks. In addition, risk assessment should always be independently determined and deemed appropriate for the Customer's own financial situation.. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks, which are mentioned. The Customer should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

4. Changes concerning the Services

- 4.1 Any changes in the agreed use of the Services as well as all modifications or improvements to the Services require BitNordic's prior written consent.
- 4.2 The Customer shall be liable for any changes/damages of the Services, which is a result of modifications to the same without the prior written consent of BitNordic.
- 4.3 BitNordic reserves the right to discontinue support for a network and will announce it on the web site and other relevant communication channels at least 2 months in advance.

5. Services

- 5.1 The Services shall be provided in accordance with the relevant statement of work (if applicable).
- 5.2 BitNordic offers staking as a service to the Customers. The Customers delegate their stake to BitNordic's infrastructure and wallets. Networks that are supported have clear descriptions of how to delegate stake to BitNordic and the fee BitNordic charges for successfully generated rewards.



5.3 *Data processing* – To the extent that BitNordic processes any personal data while providing Services to the Customer under this Agreement, BitNordic undertakes to ensure compliance with all applicable Data Protection Regulations¹.

6. **Liability and indemnification**

6.1 BitNordic does not exclude or limit its liability (if any) for fraud or any matter which cannot be excluded by or limited in law.

6.2 Except as set out in clause 6.1 above, BitNordic shall not be liable to the Customer, whether in contract, tort (including but not limited to negligence) or otherwise for any of the following types of indirect losses or:

- (i) loss of profits;
- (ii) loss of sales, turnover, revenue or business;
- (iii) loss of or depletion to goodwill;
- (iv) loss of customers or contracts;
- (v) loss of opportunity;
- (vi) loss of use of or damage to data or software;
- (vii) infection of or damage or interference caused to any computer operating systems or programs (or part thereof);
- (viii) loss or damage suffered by the Customer as a result of an action brought against the Customer by a third party; and/or
- (ix) any special, indirect or consequential loss;
- (x) regardless of whether or not any such losses were foreseeable and/or BitNordic had been advised of the possibility of the Customer incurring such losses.

¹ Means all laws applicable to any data processed under or in connection with this Agreement, including: i) the Data Protection Directive 95/46/EC (as the same may be superseded by the GDPR); ii) the Privacy and Electronic Communications Directive 2002/58/EC; iii) the GDPR; iv) the Danish Data Protection Act all other national legislation implementing or supplementing any of the foregoing; v) and all associated codes of practice and other binding guidance issued by any supervisory authority;



- (xi) losses due to (i) the breakdown of/lack of access to IT systems or damage to the data of these systems which can be attributed to the below events regardless of whether BitNordic or an external supplier is responsible for the operation of the systems; (ii) failures in the BitNordic's power supply or telecommunications, statutory intervention or administrative acts, natural disasters, war, insurrections, civil riots, sabotage, terror or vandalism (including computer viruses and hacking); (iii) strike, lockout, boycott, publicly induced lockdown due to pandemic or blockade regardless of whether the conflict is directed at or initiated by BitNordic itself or its organisation and regardless of the reason for the conflict. This shall also apply where the conflict only affects parts of the Party; (iv) other circumstances beyond the reasonable control of BitNordic.
 - (xii) losses due to network slashing politics. Some networks may have slashing rules. It is up to the Customer to be familiar with these rules and the risks they present. In some rare cases slashing will occur if a validator has poor performance or violates protocol rules. If slashing occurs, a percentage of tokens staked may be slashed, including potential delegations from customers. BitNordic has measures in place to mitigate all slashing events including monitoring and safeguard processes. Also, BitNordic has its own stake and reputation on the line.
- 6.3 Except as set out in clause 6.1 above, BitNordic shall not be responsible for any failure or delay in performing its obligations to the extent that such failures or delays are caused by any: (i) inaccuracies or omissions in (a) specifications; or (b) information supplied or not supplied by the Customer; or (ii) acts or omissions of the Customer or a third party.
- 6.4 BitNordic has calculated the Charges on the basis of the exclusions from and limitations of liability contained in this Agreement. The Customer expressly agrees these exclusions and limitations of liability are reasonable and are reflected in the Charges which would be higher without these provisions.
- 6.5 By entering into this Agreement you acknowledge and agree that you will indemnify BitNordic, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Service against (any) third-party claim(s),



including but not limited to the claims, which arise from you entering into this Agreement and/or a breach of any or all warranties as described in clause 7.

7. Warranties

7.1 BitNordic can help the Customer to select Services based on the requirements specified by the Customer, but their assessment and selection remains the Customer's sole responsibility.

7.2 BitNordic represents and warrants that:

7.3 BitNordic is a duly and legally incorporated private company under the laws of Denmark. EXCEPT AS SET OUT EXPRESSLY IN THIS AGREEMENT, BITNORDIC EXCLUDES, TO THE FULLEST EXTENT PERMISSIBLE IN LAW, ALL TERMS, CONDITIONS AND WARRANTIES (EXPRESS OR IMPLIED, STATUTORY, CUSTOMARY OR OTHERWISE).

7.4 The Customer represents and warrants that the Customer:

- (i) Is legally permitted under the laws applicable to you to enter into this Agreement and are capable to acquire, receive and hold the cryptographic tokens as described in this Agreement;
- (ii) Is not under the age of 18 (eighteen) years;
- (iii) Is entering into this Agreement on its own behalf, i.e. the Customer is not representing anybody in any form whatsoever. Should this be proven not to be the case, the Customer will not be able to enter into the Agreement unless BitNordic has explicitly provided its consent thereto;
- (iv) Is not involved in any proceedings or disputes related to this Agreement and/or the Services;
- (v) acknowledges the obligations and risks set out in clause 3;
- (vi) has enough technical knowledge to use the Services;
- (vii) is not entering into this Agreement for amongst other things, but not limited to speculative or other financial purposes;



- (viii) will comply with any applicable tax obligations arising from use of the Services and entering into this Agreement; and
- (ix) Not a citizen of and/or do not have a (registered) address in any country set out in the EU-sanction list, or in Afghanistan, American Samoa, The Bahamas, Botswana, Cambodia, China, Democratic People's Republic of Korea (DPRK, North-Korea), Ethiopia, Ghana, Guam, Iran, Iraq, Libya, Nigeria, Pakistan, Panama, Puerto Rico, Samoa, Saudi Arabia, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, US Virgin Islands and/or Yemen.

8. Termination

- 8.1 A client is in full control of their delegation and can unstage at any time, except for any limitations imposed by the given network protocol rules and / or politics.
- 8.2 BitNordic shall be entitled to terminate this Agreement with immediate effect on written notice if the Customer has violated one of its material obligations under the Agreement, which, for example, leads to jeopardizing BitNordic's (intellectual or material) property rights or BitNordic's claims against the Customer or prevents BitNordic from fulfilling its contractual obligations.
- 8.3 In the event of termination, the Customer will immediately pay to BitNordic all arrears of the Charges and other sums due up to the date of termination.
- 8.4 On termination of the Agreement for any reason the Customer will cease using the Services.
- 8.5 The Customer is expressly advised of the fact that after termination of the Agreement, it must no longer make use of the software and in case of non-observance, it infringes the copyrights of the owner of the rights.
- 8.6 The above rights shall not affect BitNordic's statutory claims to performance and/ or claims for damages.
- 8.7 The clauses in this Agreement which by their nature or character could survive expiration or termination shall continue to be enforceable notwithstanding such expiration or termination including, but not limited to, the provisions of clauses, 2



(Charges), 3 (Customer's obligations and acknowledgments), 7 (Warranties), 9 (Assignment), 8 (Termination), 10 (Force Majeure), 11 (General Provision) and 12 (Copyright and intellectual property).

9. Assignment

9.1 The Customer shall not, without BitNordic's prior written consent, assign this Agreement to any other person in whole or in part.

9.2 BitNordic may assign the benefit of this Agreement to another party and may cause the title of the Service to be vested in another party as if they were named in the Agreement. By signing this Agreement, the Customer consents to such an assignment or agency. BitNordic may also subcontract the performance of any of its obligations under the Agreement. The subcontracting by BitNordic of any of its obligations under the Agreement in whole or in part shall not relieve BitNordic of its responsibility for the performance of its obligations to the Customer.

10. Force Majeure

10.1 BitNordic may, without liability, delay performance or cancel this Agreement on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, war, lockdown imposed by the government, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure, or the unavailability of services, personnel, products or materials.

11. General Provisions

11.1 BitNordic and the Customer undertake to treat all and any information and data as confidential which is disclosed to them in the framework of their business relationship and is classified as confidential or could be assumed to be confidential due to the circumstances surrounding the disclosure and – unless necessary for the achievement of the Agreement purpose – neither to record such information nor to pass it on to third parties or to make further use of it in any other way unless there is an obligation to do so according to law. Employees and third parties involved shall be required to oblige accordingly. The obligations of confidentiality contained herein shall end three years after termination of the Agreement.



- 11.2 The Customer agrees that BitNordic may store and process personal data of the Customer for the purpose of administering this Agreement.
- 11.3 This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the supply of Services. In particular the Customer acknowledges that it has not relied upon any statement, promise or representation made on behalf of BitNordic which is not set out in this Agreement, except to the extent that such representation has been made fraudulently. No other agreements, representations or warranties, whether oral or written, shall be deemed to bind the parties with respect to this Agreement.
- 11.4 Subject to clause 7.4 (iii), if the Customer is two or more persons, the obligations will be binding on each person separately and all persons jointly.
- 11.5 If any clause or part of a clause of this Agreement is found to be unenforceable then that clause or part will, to the extent required, be severed and will not affect any other provisions of this Agreement which will remain in full force and effect. Any invalid provision shall be reinterpreted or amended in such a way that the intended economic purpose can be achieved.
- 11.6 The waiver of a breach or default by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 11.7 This Agreement shall be governed by and construed in accordance with Danish law. Any disputes arising out of or in connection with this Agreement which cannot be settled amicably shall be subject to the exclusive jurisdiction of the City Court of Copenhagen.

12. Copyright and intellectual property

- 12.1 BitNordic and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trademarks, service marks, copyrights, database rights, topography



rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws,) subsisting in or relating to the Services.

12.2 All content of the <https://bitnordic.com> website is the property of BitNordic unless otherwise stated. For pages where no third-party rights are listed (in the copyright statement at the bottom of each page), the following rules apply:

- You may print the pages and store one copy on your PC for personal use.
- You may not distribute the information to others but you may quote opinions and information on the site if you include a clear reference to BitNordic and to the Website.
- You may also link to any portion of the site if the link clearly states the name of <https://bitnordic.com> and if it opens the page in a new browser window and not in a foreign frameset.

12.3 No other use of the Website and its content than the ones described above are allowed or may be inferred unless expressly permitted in writing by BitNordic.