EVERNODE HOSTING PRINCIPLES

Background: Registered Hosts make available Lease NFTs, which give holders the ability to upload code instances to hosting "slots" in exchange for a fee paid in Evers. Evers may have no extrinsic worth. The point of the Evernode Network is to host dApps on multiple Hosts so that one Host's refusal or failure to provide hosting doesn't matter so much to the performance or persistence of the dApp.

Licence Applies: All parties acknowledge and agree the Evernode Software Licence Agreement (available from <u>GitHub: EvernodeXRPL</u>) applies and binds them.

No Contract - Hosts and Users: There is no binding contractual relationship created between a Registered Host and the holder of a Lease NFT or any other User. Unless otherwise agreed in writing, no Host is responsible or liable to any person in any way for the failure of a dApp to perform as desired or at all. Registered Hosts may refuse to honour a Lease NFT for any reason or for no reason, without refund.

Best Endeavours Only: Registered Hosts do not promise services of any particular standard or availability, or any availability at all, and any services Registered Hosts do provide are strictly on a "best endeavours" basis.

Sole Remedy: If a Registered Host does not honour a Lease NFT, the sole "remedies" are to resell the Lease NFT, cease paying any Evers, and/or to find an alternative Registered Host.

No Liability: To the fullest extent permitted by law, Registered Hosts offer no warranty, and deny any liability, in respect of their hosting. To the extent Hosts have any liability to is limited to refunding the Evers (if any) paid.

Fraud and Contracts Excepted: Despite the above, Hosts are always liable for any fraud and for any breach of any written contract they sign with a User outside these default terms.

Privacy: Registered Hosts will not use, store, or reveal any personal information, except as necessary to provide hosting to dApps (on a public blockchain network) or as required by law.