

Metanode User Agreement

This is a contract between you and Metanode Company ("Metanode"). By signing up to use an account through metanode.io or any associated websites, APIs, or mobile applications (collectively the "Metanode Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and E-Sign Consent.

Part I: General Use

1. Basic Metanode Services

- 1.1. Eligibility.** To be eligible to use the Metanode Services, you must be at least 18 years old.
- 1.2. Metanode Services.** Your Metanode account ("Metanode Account") encompasses the following basic Metanode services: One or more hosted Digital Currency wallets that allow users to store certain supported digital currencies, and to track, transfer, and manage supported Digital Currencies (the "Hosted Digital Currency Wallet") and masternode hosting services through which users can deploy, maintain, earn rewards from, and terminate masternodes (the "Masternode Services"). Digital Currency means digital currencies like Syscoin or Alqo. **As with any asset, the value of digital currencies can go up or down and you can lose money buying, selling, holding or investing in digital currencies.**

2. Creating a Metanode Account

- 2.1. Registration of Metanode Account.** In order to use the Metanode Services, you will need to register for a Metanode account (a "Metanode Account"). During the registration process, we will ask you for information, including your name and other personal information to verify your identity. We may, in our sole discretion, refuse to open a Metanode Account for you, or limit the number of Metanode Accounts that you may hold.
- 2.2. Identity Verification.** During registration of your Metanode Account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Metanode Services. Your access to one or more Metanode Services and the limits that apply to your use of the Metanode Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information. In providing us with any information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action**

we reasonably deem necessary based on the results of such inquiries. Additionally, we may require you to wait some amount of time after completion of a transaction, before permitting you to use further Metanode Services and/or before permitting you to engage in transactions beyond certain volume limits.

3. Hosted Digital Currency Wallet

3.1. In General. Your Hosted Digital Currency Wallet enables you to store, track and manage supported Digital Currencies contained in your Hosted Digital Currency Wallet. Upon verification, you will have the ability to request, send and receive, and store Digital Currency by giving instructions through the Metanode Site (each such transaction is a "**Digital Currency Transaction**"). **Metanode reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. Metanode cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currency that Metanode, in its sole discretion, decides to support. The Digital Currency that Metanode supports may change from time to time. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that are not supported by Metanode. Metanode assumes no responsibility or liability in connection with any attempt to use Metanode Services for digital currencies that Metanode does not support.**

3.2. Digital Currency Transactions. Metanode processes supported Digital Currency according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to Metanode. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your Metanode Account balance or be available to conduct transactions. Metanode may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. Metanode will calculate the network fee in its discretion, although Metanode will always notify you of the network fee at or before the time you authorize the transaction. Metanode reserves the right to delay any Digital Currency Transaction if it perceives a risk of fraud or illegal activity.

3.3. Digital Currency Storage & Transmission Delays. Metanode securely stores all Digital Currency private keys. As a result, certain transactions may be delayed in order that Metanode may retrieve certain information in order to facilitate a Digital Currency Transaction in accordance with your instructions. You acknowledge and agree that a Digital Currency Transaction facilitated by Metanode may be delayed.

3.4. Third Party Payments. Metanode has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may

purchase or sell to or from a third party (including other users of Metanode Services). Metanode is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the Metanode Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party.

3.5. Masternode Deployment. You may elect to use the Metanode Masternode Deployment Service to launch, maintain, and earn rewards from masternodes. Metanode may charge fees to users utilizing the Metanode Masternode Deployment Service. Metanode will calculate the fee in its discretion, although Metanode will always notify you of the fee at or before the time you authorize the transaction. Metanode reserves the right to delay any Digital Currency Transaction if it perceives a risk of fraud or illegal activity.

3.6. Operation of Digital Currency Protocols. Metanode does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the Metanode platform, you acknowledge and agree (i) that Metanode is not responsible for operation of the underlying protocols and that Metanode makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a “forks”), and that such forks may materially affect the value, function, and/or even the name of the Digital Currency you store in the Metanode platform. In the event of a fork, you agree that Metanode may temporarily suspend Metanode operations (with or without advance notice to you) and that Metanode may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that Metanode assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. General Use, Prohibited Use, and Termination

4.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Metanode Site, and related content, materials, information (collectively, the “Content”) solely for approved purposes as permitted by Metanode from time to time. Any other use of the Metanode Site or Content is expressly prohibited and all other right, title, and interest in the Metanode Site or Content is exclusively the property of Metanode and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. “Metanode.io”, “Metanode”, and all logos related to the Metanode Services or displayed on the Metanode Site are either trademarks or registered marks of Metanode or its licensors. You may not copy, imitate or use them without Metanode’s prior written consent.

- 4.2. Website Accuracy.** Although we intend to provide accurate and timely information on the Metanode Site, the Metanode Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Metanode Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Metanode Site.
- 4.3. Third-Party Applications.** If, to the extent permitted by Metanode from time to time, you grant express permission to a third party to access or connect to your Metanode Account, either through the third party's product or service or through the Metanode Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Metanode Account. Further, you acknowledge and agree that you will not hold Metanode responsible for, and will indemnify Metanode from, any liability arising out of or related to any act or omission of any third party with access to your Metanode Account. You may change or remove permissions granted by you to third parties with respect to your Metanode Account at any time through the Account Settings (Integrations) page on the Metanode Site.
- 4.4. Prohibited Use.** In connection with your use of the Metanode Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Metanode Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.
- 4.5. Transactions Limits.** The use of all Metanode Services is subject to a limit on the amount of volume you may transact or transfer in a given period (e.g., daily). Your transaction limits may vary. Metanode reserves the right to change applicable limits as we deem necessary in our sole discretion.
- 4.6. Suspension, Termination, and Cancellation.** Metanode may: (a) suspend, restrict, or terminate your access to any or all of the Metanode Services, and/or (b) deactivate or cancel your Metanode Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; *or*
- We reasonably suspect you of using your Metanode Account in connection with a Prohibited Use or Business; *or*
- Use of your Metanode Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; *or*
- Our service partners are unable to support your use; *or*
- You take any action that Metanode deems as circumventing Metanode's controls, including, but not limited to, opening multiple Metanode's Accounts or abusing promotions which Metanode may offer from time to time.
- You breach any of our Policies.

If Metanode suspends or closes your account, or terminates your use of Metanode Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Metanode from providing you with such notice.

You will be permitted to transfer Digital Currency or funds associated with your Hosted Digital Currency Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order. You may cancel your Metanode Account at any time by withdrawing all balances and visiting www.metanode.io/cancel. You will not be charged for canceling your Metanode Account, although you will be required to pay any outstanding amounts owed to Metanode, including without limitation fees for the Metanode Masternode Deployment Service. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

4.7. Relationship of the Parties. Metanode is an independent contractor for all purposes.

Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Metanode to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Metanode to be treated as the agent of the other.

4.8. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Metanode Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Metanode Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your Metanode Account and any associated accounts. You are responsible for keeping your email address up to date in your Account Profile in order to receive any notices or alerts that we may send you. **We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Metanode and/or failure to follow or act on any notices or alerts that we may send to you.** In the event you believe your Metanode Account information has been compromised, contact Metanode Support immediately at www.metanode.io/support.

4.9. Taxes and Unclaimed Property. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Metanode Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

If Metanode is holding funds in your account, and Metanode is unable to contact you and has no record of your use of the Services for several years, applicable law may require Metanode to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Metanode will try to locate you, but if Metanode is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Metanode reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

5. Customer Feedback, Queries, Complaints, and Dispute Resolution

5.1. Contact Metanode. If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at www.metanode.io/support. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Metanode Account, and the transaction on which you have feedback, questions, or complaints.

5.2. Arbitration; Waiver of Class Action. If you have a dispute with Metanode, you agree to contact Metanode through our support team to attempt to resolve any such dispute amicably. **If we cannot resolve the dispute through the Metanode support team, you and we agree that any dispute arising out of or relating to this Agreement or the Metanode Services, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the “Arbitration Agreement”).** Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small-claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>). This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED

CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY “CLASS ACTION WAIVER”). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND METANODE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Arbitration Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. If a court decides that any provision of this section is invalid or unenforceable, that provision shall be severed and the other parts of this section shall still apply. In any case, the remainder of this User Agreement, will continue to apply.

6. General Provisions

- 6.1. Computer Viruses.** We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Metanode. Always log into your Metanode Account through the Metanode Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- 6.2. Release of Metanode; Indemnification.** If you have a dispute with one or more users of the Metanode services, you release Metanode, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such

disputes. You agree to indemnify and hold Metanode, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

- 6.3. Limitation of Liability; No Warranty.** IN NO EVENT SHALL METANODE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE METANODE SITE OR THE METANODE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF METANODE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE METANODE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METANODE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. METANODE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE METANODE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

- 6.4. Entire Agreement.** This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Metanode as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Metanode. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.
- 6.5. Amendments.** We may amend or modify this Agreement by posting on the Metanode Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or

termination of the Metanode Services, or suspension or termination of your access to the Metanode Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

- 6.6. Assignment.** You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Metanode affiliates or subsidiaries, or to any successor in interest of any business associated with the Metanode Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 6.7. Severability; Survival.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Metanode Account cancellation, debts owed to Metanode, general use of the Metanode Site, disputes with Metanode, and general provisions, shall survive the termination or expiration of this Agreement.

- 6.8. Change of Control.** In the event that Metanode is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.
- 6.9. Governing Law; Force Majeure; Non-Waiver of Rights .** You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Metanode, except to the extent governed by federal law.

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

This agreement shall not be construed to waive rights that cannot be waived under applicable state laws in the state where you are located.

APPENDIX 1: PROHIBITED USE

You may not use your Metanode Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Metanode Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at www.metanode.io/support. By opening a Metanode Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Metanode conducts business, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Metanode Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Metanode Site, other Metanode Accounts, computer systems or networks connected to the Metanode Site, through password mining or any other means; use Metanode Account information of another party to access or use the Metanode Site; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Metanode
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Metanode Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Metanode Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud Metanode, Metanode users, or any other person; provide any false, inaccurate, or misleading information to Metanode
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Metanode intellectual property, name, or logo, including use of Metanode trade or service marks, without express consent from Metanode or in a manner that otherwise harms Metanode or the Metanode brand; any action that implies an untrue endorsement by or affiliation with Metanode

Metanode reserves the right to terminate any account for any reason at any time.

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Metanode Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Metanode Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at www.metanode.io/support.

By opening a Metanode Account, you confirm that you will not use Metanode Services in connection with any of following businesses, activities, practices, or items:

- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

Metanode reserves the right to terminate any account for any reason at any time.

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS.

As a company operating in the US we are required to identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer digital currency services to our customers. Metanode collects and verifies information about you in order to: (a) protect Metanode and the community from fraudulent users, and (b) to keep appropriate records of Metanode's customers.

All U.S. customers who wish to use Metanode Services are required to establish a Metanode Account by:

- Providing your name and valid email address, a password and your state of residence,
- Certifying that you are 18 years or older,
- Accepting User Agreement and Privacy Policy, and
- Verifying your identity by submitting certain information

Notwithstanding these minimum verification procedures for the referenced Metanode Services, Metanode may require you to provide or verify additional information.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT.

This policy describes how Metanode delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Metanode Account and your use of Metanode Services. Communications include:

- Terms of use and policies you agree to (e.g., the Metanode User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Metanode website or emailing them to you at the primary email address listed in your Metanode profile.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Metanode); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at www.metanode.io/support. If you fail to provide or if you withdraw your consent to receive Communications electronically, Metanode reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Metanode sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Metanode will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at www.metanode.io/support.