

AIRDROP TERMS AND CONDITIONS

Last Updated on – **12th December, 2024**

Welcome to the NodeOps Airdrop Terms and Conditions (these "**Terms**") for the Company's token claim or other participating project token claim (the "**Airdrop**") by NodeOps ("**NodeOps**", "**we**" or "**us**" or "**Our**") from [Website \(https://nodeops.xyz\)](https://nodeops.xyz). These Terms govern your ability to participate in the Airdrop in respect of Company's token or other participating project which may be assisted by NodeOps. In these Terms, "Token" or "Tokens" shall mean the Company's tokens or other participating project tokens which are the native digital asset with utility functions on their respective protocol/platform. Please read these Terms carefully, as they include important information about your legal rights. By participating in the Airdrop and/or claiming any corresponding Tokens, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not participate in the Airdrop.

BY PARTICIPATING IN THE AIRDROP, INCLUDING BUT NOT LIMITED TO BY ENTERING A WALLET (AS DEFINED BELOW) PURSUANT TO THE TERMS AND PROCESSES DESCRIBED HEREIN, PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO THESE AIRDROP TERMS & CONDITIONS IN THEIR ENTIRETY. THE PARTICIPANT IS RESPONSIBLE FOR MAKING ITS OWN DECISION IN RESPECT OF ITS PARTICIPATION IN THE AIRDROP AND ANY RECEIPT OF TOKENS. ANY PARTICIPATION IN THE AIRDROP IS SOLELY AT THE PARTICIPANT'S OWN RISK AND IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY TO SEEK APPROPRIATE PROFESSIONAL, LEGAL, TAX, AND OTHER ADVICE IN RESPECT OF THE AIRDROP AND ANY RECEIPT OF THE TOKENS PRIOR TO PARTICIPATING IN THE AIRDROP AND PRIOR TO RECEIVING ANY TOKENS.

BY PARTICIPATING IN THE AIRDROP, THE PARTICIPANT EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS RELATED THERETO, INCLUDING (WITHOUT LIMITATION) THE RISKS SET OUT BELOW. IN NO EVENT SHALL THE COMPANY OR ANY COMPANY PERSON BE HELD LIABLE IN CONNECTION WITH OR FOR ANY CLAIMS, LOSSES, DAMAGES, OR OTHER LIABILITIES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE AIRDROP OR THE RECEIPT OF ANY TOKENS.

THE COMPANY DOES NOT TAKE ANY RESPONSIBILITY FOR THE PARTICIPATION BY ANY PARTICIPANT IN THE AIRDROP. THE COMPANY DOES NOT PROVIDE ANY RECOMMENDATION OR ADVICE IN RESPECT OF THE AIRDROP OR THE TOKENS. EACH PARTICIPANT PARTICIPATES IN THE AIRDROP AT ITS OWN RISK AND RECEIVES TOKENS AT ITS OWN RISK.

We may modify these Terms from time to time by posting the updated version and updating the "Last Updated on" at the top of these Terms. The updated Terms will be effective as of the time of posting of such updated Terms. Your continued access or participation in the Airdrop after the modifications have become effective will be deemed your acceptance of the modified Terms.

1. You represent and warrant that all information provided during the Airdrop process is true, accurate, and complete.
2. You agree and acknowledge that (a) solely you are responsible and liable for all taxes due in connection with your participation in the Airdrop; and (b) you should consult a tax advisor with respect to the tax treatment of Airdrop in your jurisdiction.
3. You agree and acknowledge that you are responsible for complying with all applicable laws of the jurisdiction in which you reside or in which you are participating in the Airdrop and claiming Airdrop.
4. You agree that you are not (i) a citizen and resident of Restricted Jurisdiction (as defined in the below under 4.a); (ii) directly or indirectly acting on behalf of citizen and resident of Restricted Jurisdiction; and (iii) located in or accessing the Services from a Restricted Jurisdiction. You agree that you will not use a virtual private network ("**VPN**") or similar tool to circumvent any geo-blocking and/or other restrictions that we have implemented in connection with the Airdrop.

Any such deliberate circumvention, or attempted circumvention, of our controls may permanently disqualify you from participation in the Airdrop, as determined in our discretion.

- a. **Restricted Jurisdictions:** Algeria, Bolivia, Morocco, Nepal, Pakistan, Vietnam, Afghanistan, China, Ivory Coast, Cuba, Iraq, Iran, Liberia, North Korea, Syria, Sudan, South Sudan, Zimbabwe, Antigua, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, United States Minor Outlying Islands, US Virgin Islands, Ukraine, Belarus, Albania, Burma, Central African Republic, Democratic Republic of Congo, Lybia, Somalia, Yemen, and Thailand ("**Restricted Jurisdictions**"). By accessing or using the Services, you represent and warrant that you are not located in, under the control of, or a resident or national of any Restricted Jurisdiction, including but not limited to countries sanctioned by the United Nations, the United States, the European Union, or any other relevant governmental authority. In addition, you represent to us that you are (1) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (i.e., the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority and (2) not located in any country subject to a comprehensive sanctions program implemented by the United States.
5. You agree and acknowledge that the Company reserves the right to require additional information from you and to enter, use, or share such information into or with a third party service provider, and its systems, tools, or functionalities, as the Company deems appropriate in its sole discretion, including to reduce the risks of money laundering, terrorist financing, sanctions violations, or other potentially illicit activity, or as otherwise necessary to address laws and regulations that may be relevant to the Airdrop or the Tokens. You agree to provide complete and accurate information in response to any such requests. You agree and acknowledge that the Company is not responsible and cannot be held liable for any losses, expenses, or delays resulting from inaccurate or incomplete information, and you agree to assume full responsibility for any and all risks associated therewith.
6. You agree and acknowledge that your participation in the Airdrop and claim of Airdrop does not require or involve any form of purchase, payment, or tangible consideration from or to us, nor otherwise require or involve any acceptance of value by us from you. You agree and acknowledge that you (a) lawfully may receive Tokens for free, or as per a particular ratio, via the Airdrop (other than gas fees or applicable taxes, if any, that may be due to third parties), (b) were not promised the Tokens or any tokens (whether via the Airdrop or otherwise); and (c) took no action in anticipation of, or in reliance on, receiving the Tokens or any tokens, the occurrence of an Airdrop, or potential participation in any Airdrop.
7. Your eligibility to receive Tokens or participate in the Airdrop is subject to Our sole discretion. The Airdrop shall be conducted during a specified period, as determined by the Company in its sole discretion and announced on its website. Participants must follow the instructions set forth in any Airdrop announcement and/or such other instructions as may be provided by the Company from time to time to participate in the Airdrop. The number of Tokens allocated to each Participant will be determined by the Company or other participating project, based on its internal parameters and calculations, and such allocation may vary among Participants.
8. You agree that you are the legal owner of the wallet address that you use to access or participate in the Airdrop, and will not sell, assign, or transfer control of such address or the Tokens to third parties to circumvent any lock-up period for Tokens or to knowingly redistribute Tokens to a wallet address that would violate these Terms. Failure to provide and/or connect the wallet address may result in the forfeiture of Tokens. There may be technical limitations, delays, and/or

transaction fees due or payable to third parties, such as gas fees, to receive and/or claim Tokens through your wallet address.

9. By using a wallet, you agree that you are using the wallet in accordance with any terms and conditions of an applicable third-party provider of such wallet. Wallet addresses are not maintained or supported by, or associated or affiliated with, the Company. When you interact with the Airdrop or other services, as between the Company and you, you retain control over your wallet address at all times. We do not control digital assets, including the Tokens, in your Wallet, and we accept no responsibility or liability to you in connection with your use of a wallet. We make no representations or warranties regarding how the Airdrop or other services will operate with, or be compatible with, any specific wallet. **The private keys necessary to access and/or transfer the digital assets, including the Tokens, held in a wallet are not known or held by the Company. Any third party that may gain access to Participant's login credential, private key, or third-party cloud or storage mechanism for such information may be able to misappropriate Tokens and/or other digital assets held by Participant. The Company has no ability to help you access or recover your private key and/or seed phrase for your Wallet. As between you and the Company, solely you are responsible for maintaining the confidentiality of your private key, and solely you are responsible for any transaction signed with your private key. The Company is not responsible for any loss associated with the Participant's private key, wallet address, vault, or other storage mechanism.**
10. You agree and acknowledge that claiming the Airdrop may require interaction with, reliance on, or an integration with third-party products or services (e.g., a wallet or a network or blockchain) that We do not control. In the event that you are unable to access such products, services, or integrations, or if they fail for any reason, and you are unable to participate in the Airdrop or claim Airdrop as a result, you will have no recourse or claim against us or any Company Person; and neither We nor any Company Person bear(s) any responsibility or liability to you.
11. **You agree and acknowledge that your participation in the Airdrop is at your own risk. You agree and acknowledge that you have carefully reviewed, read, and understood this Terms.**
12. You agree that you shall defend, indemnify, and hold the Company and Company persons harmless from and against any and all claims, actions, proceedings, investigations, demands, suits, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs, and fines or penalties imposed by any regulatory authority) incurred by Company Persons arising out of or in connection with: (a) your use of, or conduct in connection with, the Airdrop; (b) your breach or our enforcement of these Airdrop Terms, or (c) your violation of any applicable law, regulation, or rights of any third party. If you are obligated to indemnify any Company person hereunder, then you agree that the Company (or, at its discretion, the applicable Company persons) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with the Company in the defence or settlement of such claim. Your obligations under this indemnification provision will continue even after these Airdrop Terms have expired or been terminated.
13. You represent and warrant that if you are an individual, that you are at least 18 years old and have capacity to form a binding contract under applicable laws.
14. You represent and warrant that if you are a corporation, legal entity or other organization, that you have full power, authority and validly existing under the applicable laws to enter into these Terms.
15. You agree and acknowledge that following activities are specifically prohibited when using this website or any of the services:
 - Any use in violation of any valid law such as, but not limited to, regulations for financial services, money laundering, economic sanctions, consumer protection, competition law, protection against discrimination or misleading advertising and, in particular, any violation against copyrights, patents, trademarks, trade secrets and other property rights.

- Concealing your identity such as by using a proxy server or by using a post box as an address for the purpose of carrying out illegal, fraudulent, or other prohibited activities.
 - Enabling (including attempting to enable) the spread of viruses, Trojans, malware, worms or other program processes that damage, disrupt, misuse, impair, secretly intercept, destroy or disable (operating) systems, data or information, or granting unauthorized access to systems, data, information or the services.
 - Using an automatic device or a mechanical or manual method for monitoring or replicating the services or the Website or these Terms without our prior written permission.
 - engaging in any activity that seeks to defraud us or any other person or entity, including providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
 - harvest or collect email addresses or other contact information of other participants by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; or further or promote any criminal activity or enterprise or provide instructional information about illegal activities.
 - Encouraging or enabling any other individual or entity to do any of the foregoing or otherwise violate the Terms.
16. By accessing and using this Terms, you represent and warrant that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets. You further understand that the markets for digital assets are highly volatile due to various factors, including adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their, you may suffer loss due to the fluctuation of prices of tokens, and, especially in expert modes, experience significant price slippage and cost. You also understand that legislative and regulatory changes or actions may adversely affect the usage, transferability, transactability and accessibility of digital assets, bridging, the protocol, or other parts of the service. You acknowledge that we are not responsible for any risks associated with your use of the Services, and cannot be held liable for any resulting losses that you experience while accessing or using the Services.
17. These Terms contain the entire agreement between you and the Company regarding the Airdrop and supersede all prior and contemporaneous oral and written agreements, memoranda, understandings and undertakings between the parties regarding the Airdrop.
18. If any term, clause, or provision of these Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from the Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in the Terms, which will otherwise remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from the Terms, but the rest of the Terms will remain in full force and effect.
19. These Terms are governed by the laws of the British Virgin Islands, without regard to conflict of law rules or principles (whether of the British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute arising out of

or related to these Terms, as well as any issue on its validity and existence, shall be referred to and finally resolved by arbitration administered by the British Virgin Islands International Arbitration Centre (BVI IAC) in accordance with the BVI IAC Rules for the time being in force. The seat of the arbitration shall be the British Virgin Islands. The Tribunal shall consist of 1 arbitrator, appointed by the Company. The language of the arbitration shall be English. You hereby waive all rights to participate in any class action lawsuit or class wide arbitration against the Company or its members, directors, officers or stakeholders.

20. You may not assign or transfer all or part of its rights or obligations under these Terms without the prior written consent of the Company. The Company may refuse to recognise any such assignment, transfer or any other transaction resembling such. The Company may assign, as it sees fit and in its full discretion, any of its rights, obligations and duties under these Terms.
21. The Company's failure or delay to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any provision in these Terms may be waived by written and signed consent of the Company. A waiver of any provision or terms shall not be deemed a waiver of any breach of the provision or term, or any other provision or term.
22. You may contact us regarding these Terms by e-mail at legal@nodeops.xyz