

## Terms of Service

Last Updated: October 30, 2025

Welcome to TUWA! These Terms of Service ("Terms") govern your access to and use of the website located at <a href="https://www.tuwa.io/">https://www.tuwa.io/</a> (the "Site"), and the open-source software libraries known as **Orbit**, **Satellite**, **Pulsar** and **Nova** (collectively, the "Software"), which are provided by **FOP Tkach Oleksandr**. By accessing the Site or using the Software, you agree to be bound by these Terms.

# 1. "As Is" and "As Available"

The Site and the Software are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You use the Site and the Software at your sole risk.

## 2. Open-Source Software

The Software (Orbit, Satellite, Pulsar, Nova, and other related libraries) is open-source and licensed under the Apache 2.0 License. You are free to use, modify, and distribute the Software in accordance with the terms of that license. The source code is publicly available for review and audit.

### 3. No Professional or Fiduciary Advice

All information provided by the Site is for informational purposes only and should not be construed as professional, financial, legal, or investment advice. FOP Tkach Oleksandr (operating under the brand name TUWA) and its contributors are not your fiduciaries, and we have no special relationship with or duty to you.

## 4. Assumption of Risk

You acknowledge and agree that you are solely responsible for your use of the Software. You understand and accept the inherent risks associated with cryptographic systems, blockchain-based software, and smart contracts, including but not limited to, the risk of software bugs, economic exploits, and the loss of your digital assets.

# 5. Third-Party Services and Links

The Site may contain links to third-party websites or services (e.g., RPC providers, wallet services, faucets) that are not owned or controlled by **FOP Tkach Oleksandr**. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services.

## 6. Limitation of Liability

FOP Tkach Oleksandr, its developers, or its contributors be liable for any direct, indirect, special, incidental, punitive, consequential or exemplary damages of any kind, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or in connection with your use of the Site or the Software.

#### 7. Indemnification

You agree to indemnify and hold harmless FOP Tkach Oleksandr and its contributors from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses arising from your use of and access to the Site and the Software.

# 8. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide notice of any changes by posting the new Terms on the Site.

### 9. Governing Law

These Terms shall be governed by the laws of Ukraine, without regard to its conflict of law provisions.