

Terms of Use

Welcome to the Casper Association Portal at members.casper.network ("Portal").

The Portal is operated by Casper Association ("Casper Association", "we", "us", "our"). Our registered office is Baarerstrasse 10, 6300 Zug, Switzerland and our registered company number is CHE-481.582.648.

Access to and use of our Portal is subject to the terms of use set out on this page ("Terms of Use"), as well as our Privacy Notice and our Cookie Policy. By accessing our Portal, you agree to our Terms of Use. If you have any questions about them, please contact us using the contact details at the end of these Terms of Use.

The rights and obligations connected to the membership with Casper Association are not regulated in these Terms of Use, but rather in the respective Association documents. These documents set out the requirements for becoming a member of Casper Association. These documents also set out when a membership can be suspended or stripped of the respective member. In case that membership is suspended or terminated, access to the member-area of the Portal may also be denied.

The Portal can be accessed by members and non-members of the Casper Association. However, certain sections of the Portal and certain functionalities are reserved for members only. Only members can use the voting functionalities, which are used to decide on Association business topics. Members and certain designated parties can access the technical information, such as APIs, provided on the Portal. The following terms and provisions, in particular also the warranty provisions, apply to these functionalities.

Acceptance of the Terms of Use

These Terms of Use are entered into by and between You and Casper Association. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of the Portal, including any content, functionality, and services offered on or through the Portal, whether as a member or non-member.

Please read the Terms of Use, as well as our Privacy Notice and our Cookie Policy, carefully before you start to use the Portal. By using the Portal or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Portal.

This Portal is offered and available to users who are 18 years of age or older. By using this Portal, you represent and warrant that you are of legal

age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Portal.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Portal thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Portal.

Your continued use of the Portal following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

Accessing the Portal and Account Security

We do our best to make sure that our Portal and the information and material posted therein are accurate, up-to-date and free from bugs, but we cannot promise that they will be and you are responsible for putting in place your own internet security and safety measures.

Our Portal is provided free of charge and has not been developed to meet all your specific requirements. We cannot promise that it will be fit or suitable for all your specific purposes.

Materials and information posted on our Portal are provided "as is" and for general information purposes only and to inform you about us and our news, features, products and services. This information is not intended as any form of advice and should not be relied on as such. Any reliance that you may place on the information on this Portal is at your own risk.

We reserve the right to withdraw or amend this Portal, and any service or material we provide on the Portal, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Portal is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Portal, or the entire Portal, to users, including members of Casper Association.

You are responsible for:

- Making all arrangements necessary for you to have access to the Portal.
- Ensuring that all persons who access the Portal through your internet connection are aware of these Terms of Use and comply with them.

To access the Portal or some of the resources it offers, you may be asked to provide certain registration details or other information, such as the identification of yourself or of your node – if you are a member / validator. It is a condition of your use of the Portal that all the information you

provide on the Portal is correct, current, and complete. You agree that all information you provide to register with this Portal or otherwise, including but not limited to through the use of any interactive features on the Portal, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Portal or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use or Association documents connected with your membership.

Intellectual Property Rights

The Portal and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Casper Association, its licensors, or other providers of such material and are protected by Swiss and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Portal for your personal, limited commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Portal, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Portal for your own personal use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide social media features with certain content, you may take such actions as are enabled by such features or the platform hosting those features.

You must not – unless this is in the Portal expressly stated to be permitted –:

- Modify copies of any materials from the Portal.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Portal.

You must not access or use for any commercial purposes other than the ones explicitly or implicitly permitted in relation with your membership with Casper Association any part of the Portal or any services or materials available through the Portal.

If you wish to make any use of material on the Portal other than that set out in this section, please address your request by using the contact form on the Portal.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Portal in breach of the Terms of Use, your right to use the Portal will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Portal or any content on the Portal is transferred to you, and all rights not expressly granted are reserved by Casper Association, its licensors or any other third party providing the materials. Any use of the Portal not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

Our name, the logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Casper Association or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Portal are the trademarks of their respective owners.

Prohibited Uses

You may use the Portal only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Portal:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate Casper Association, a Casper Association employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that, as determined by us, may harm Casper Association or users of the Portal or expose them to liability.
- To encourage others to breach this Terms of Use.

Additionally, you agree not to:

- Change, modify or alter our Portal or change, modify or alter another website so as to inaccurately imply an association with our Portal or with us.
- Use the Portal in any manner that could disable, overburden, damage, or impair the Portal or interfere with any other party’s use of the Portal, including their ability to engage in real time activities through the Portal.
- Use any robot, spider, or other automatic device, process, or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal.
- Use any manual process to monitor or copy any of the material on the Portal or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Portal.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Portal, the server on which the Portal is stored, or any server, computer, or database connected to the Portal.
- Attack the Portal via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Portal.

If you breach any of the mentioned provisions, your ability to access and use our Portal may be terminated by us immediately, where possible by giving written notice to you using the contact details you provide to us.

User Contributions

The Portal may contain message boards, discussion rooms, personal web pages or profiles, forums, or other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Portal.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Portal will be considered non-confidential and non-proprietary. By providing any User Contribution on the Portal, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license mentioned above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Casper Association, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We make no guarantee that User Contributions will be kept on the Portal for any length of time, and we reserve the right to remove User Contributions as we see fit.

If you wish to request us to stop using any of your User Contribution at any time, you should notify us via the contact form on the Portal setting out details of your User Contribution (the “Notified Content”) and where it can be found on the Portal. We will endeavor to respond promptly and to endeavor to cease using the Notified Content. However, please note that once you have posted your User Contribution, it may be shared and reposted by us on other websites and used in other media and publications. Whilst we will endeavor to cease using any Notified Content within a reasonable time of the date you notify us of your request to do so, we cannot give any guarantee that we will be able to do so where the Notified Content has been published on other websites or in other media.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Portal or the public, or could create liability for Casper Association.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Portal.
- Terminate or suspend your access to all or part of the Portal for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Portal. YOU WAIVE AND HOLD HARMLESS CASPER ASSOCIATION AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review User Contributions before they are posted on the Portal, and cannot ensure prompt removal of objectionable User Contributions after they have been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Portal is made available "as is" and solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Portal, or by anyone who may be informed of any of its contents.

This Portal may include content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Casper Association, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Casper Association. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Portal

We may update the content on this Portal from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Portal may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Portal

All information we collect on this Portal is subject to our Privacy Policy. By using the Portal, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Portal and Social Media Features

You may link to our Portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

This Portal may provide certain social media features that enable you to:

- Link from your own or certain third-party Portals to certain content on this Portal.
- Send emails or other communications with certain content, or links to certain content, on this Portal.

- Cause limited portions of content on this Portal to be displayed or appear to be displayed on your own or certain third-party Portals.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Portal or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Portal other than the Portal.
- Otherwise take any action with respect to the materials on this Portal that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Portal

If the Portal contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Portal, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Portal is based in Switzerland. We provide this Portal for use only by person located in Switzerland. We make no claims that the Portal or any of its content is accessible or appropriate outside of Switzerland. Access to the Portal may not be legal by certain persons or in certain countries. If you access the Portal from outside Switzerland, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Portal will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Portal for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-

OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PORTAL LINKED TO IT.

YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS AT YOUR OWN RISK. THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CASPER ASSOCIATION NOR ANY PERSON ASSOCIATED WITH CASPER ASSOCIATION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL AND ITS CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER CASPER ASSOCIATION NOR ANYONE ASSOCIATED WITH CASPER ASSOCIATION REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PORTAL OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, CASPER ASSOCIATION HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CASPER ASSOCIATION, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PORTAL OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Casper Association, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Portal, including, but not limited to, your User Contributions, any use of the Portal's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Portal.

Governing Law and Jurisdiction

All matters relating to the Portal and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the material laws of Switzerland without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Portal shall be instituted exclusively in the courts of the city of Zug, Switzerland although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Casper Association's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Portal, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution.

Waiver and Severability

No waiver by Casper Association of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Casper Association to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and, our Privacy Policy and any other agreements referenced herein constitute the sole and entire agreement between you and Casper Association regarding the Portal and supersede all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Portal.

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Portal should be directed to us via the contact form on the Portal.

Last updated: October 5, 2021