

## TEMPORARY CAPACITY AGREEMENT

*Last modified: April 10, 2025*

Thank you for your support and assistance in onboarding new users to the Frequency network (“Services”), in collaboration with the Frequency Network Foundation (“FNF” or “us”) and the broader Frequency community. In return for the Services, the FNF may stake FRQCY tokens, which will generate network capacity (“Capacity”); in turn, FNF may loan or allocate such Capacity to you. By accepting and/or using the Capacity, you are agreeing to the terms below and any applicable policies and guidelines (collectively, “Terms”). You agree to comply with the Terms and that the Terms control your relationship with us. If you use other Frequency-related products or services, then those respective terms also apply.

### **Section 1: Account and Registration**

#### **a. Accepting the Terms**

You may not participate in the Services and may not accept the Terms or Capacity if (a) you are not of legal age to form a binding contract with us, or (b) you are a person barred from using or receiving the Capacity under the applicable laws of the United States or other countries (including the country in which you reside or use the Capacity). If you are using the Capacity on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and “you” refers to that entity).

#### **b. Registration**

To receive a temporary allocation of Capacity, you may be required to provide information (such as identification or contact details) as part of the registration process for (or as part of your continued use of) the Capacity. Any registration information you give us will always be accurate and up to date and you will inform us promptly of any updates.

#### **d. Subsidiaries and Affiliates**

FNF may have subsidiaries and affiliated legal entities, and subcontractors in various locations. These companies may provide Capacity to you on behalf of FNF and the Terms will also govern your relationship with these entities.

### **Section 2: Using the Capacity**

#### **a. Limited Scope**

Any and all Capacity loaned or allocated to you under these Terms shall be for the sole and exclusive purpose of onboarding and supporting new, bona fide users (“Customers”) onto the Frequency network, and other such purposes or uses as FNF, in its sole discretion, may add or modify (“Scope”). For the avoidance of doubt, that means that you shall provide the software and other services necessary for Customers to sign-up for and utilize the Frequency network. Under no circumstances can you use the Capacity for any purpose beyond the Scope, including ongoing operations, customer rewards, or other dispositions. Should you decide to discontinue use of the Capacity for the Scope (or otherwise exceed the Scope), you must promptly notify FNF and discontinue using any remaining Capacity. In consideration for the Services, FNF shall also provide you one (1) FRQCY token in furtherance of the Scope of work.

#### **b. Limited Duration**

Any and all Capacity loaned or allocated to you under these Terms shall be for a limited period of time, as specified by FNF. The default period of the Capacity shall be six (6) months unless specified otherwise by FNF. Upon request, FNF may agree to extend the period in its sole discretion. FNF may discontinue or amend the loan or allocation of the Capacity at any time and for any reason, in its sole discretion. FNF’s decision to loan or allocate the Capacity does not constitute a promise of future Capacity or participation in any future Capacity (or in other FNF programs or services).

### **c. Compliance with Law and Other Terms of Service**

You will comply with all applicable laws, regulations, and third-party rights (including, without limitation, laws regarding the import or export of data or software, privacy, and local laws). You will not use the Capacity to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of service with FNF, or their affiliates. Additionally, you will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

### **d. Acknowledgment of Development Status**

You acknowledge and agree that the loan or allocation of Capacity: (a) is still under development; (b) is not in final form and may not operate properly or be fully functional; (c) may contain errors, design flaws or other problems; (d) it may not be possible to make the Capacity fully functional; (e) use of the Capacity may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss, and it is your responsibility to back up and restore any data involved; and (f) FNF has the right unilaterally to abandon development of technologies involving Capacity, at any time and without any obligation or liability to you.

### **e. Permitted Access**

You will only receive, access (or attempt to access) the Capacity by the means specified by FNF. If you provide a valid ID for a message source account (MSA), you must use it consistent with the Terms. You will not misrepresent or mask either your identity when using the Capacity.

### **f. Costs and Taxes**

Each party shall pay its own fees, costs, expenses, and taxes (and those of its agents, independent contractors, consultants, and affiliates) in connection with these Terms and Capacity.

### **g. Communication and Feedback**

We may send you certain communications in connection with the Capacity. Please contact us to opt out. If you provide feedback or suggestions about our Capacity, then we may use such information without obligation to you.

### **h. Non-Exclusivity**

The Terms are non-exclusive. You acknowledge that FNF and/or its affiliates may develop products or services that may compete with any other products or services, including yours.

## **Section 3: Customer Consents**

### **a. Security**

You will use commercially reasonable efforts to use the Capacity, consistent with the Scope, and furtherance of the Services in a manner that protects user information, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

### **b. User Consents**

You agree to (1) obtain any and all necessary consents (including privacy opt-ins) from your users in the provision of the Services and in furtherance of the Scope; (2) to comply with all applicable privacy laws and regulations, including those applying to personal data; and (3) adhere to our [Privacy Policy](#). You will provide and adhere to a privacy policy for your website or services that describes what information you collect and how you use and share it.

## **Section 4: Prohibited Uses**

When accepting and using the Capacity, you may not (or allow those acting on your behalf to):

1. Sublicense, share, loan, grant, promise, or re-allocate the Capacity for use by a third party.

2. Use the Capacity for any purpose beyond the Scope, including, but not limited, gambling, adult entertainment, narcotics, or activities that violate applicable law.
3. Perform an action with the intent of introducing to FNF products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
4. Interfere with or disrupt FNF servers or networks.
5. Use the Capacity for any activities where the use or failure of the Capacity would violate applicable law or regulations or could lead to death, personal injury, or environmental damage.
6. Use the Capacity to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
7. Remove, obscure, or alter any FNF terms of service or any links to or notices thereto.

## **Section 5: Termination**

### **a. Termination**

Either party may terminate these Terms (and the Capacity provided thereunder) at any time with or without notice. Further, if you want to terminate the Terms, you must provide FNF with prior written notice and upon termination, cease your use of the applicable Capacity, and promptly return any unused Capacity. FNF reserves the right to terminate the Terms with you or discontinue the Capacity or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

### **b. Your Obligations Post-Termination**

Upon any termination of the Terms, FNF may independently communicate with any account owner whose wallet(s), network address(es), or account(s) are associated with you to provide notice of the termination.

### **c. Surviving Provisions**

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 6, and 7.

## **Section 6: Liability for Capacity Usage**

### **a. WARRANTIES**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER FNF NOR ITS AFFILIATES MAKE ANY SPECIFIC PROMISES ABOUT THE CAPACITY. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE CAPACITY, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE CAPACITY "AS IS". EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

### **b. LIMITATION OF LIABILITY**

WHEN PERMITTED BY LAW, FNF AND ITS AFFILIATES, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF FNF, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE REASONABLE MARKET VALUE OF THE CAPACITY DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. IN ALL CASES, FNF, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

FNF IS NOT RESPONSIBLE FOR, AND CANNOT UNILATERALLY CREATE, MODIFY OR DELETE YOUR ACCOUNTS OR ACTIVITY ON RELEVANT BLOCKCHAIN(S). THE CAPACITY IS NOT DESIGNED TO, AND YOU MAY NOT USE THE CAPACITY TO, RECEIVE, HOLD, TRANSMIT, OR TRANSFER CRYPTOCURRENCY OR OTHER CURRENCIES OR MONETARY OR FINANCIAL ASSETS. THE CAPACITY AS OFFERED BY FNF ARE ONLY IN CONNECTION WITH NON-FINANCIAL SOCIAL INTERACTION WITHIN A SOCIAL NETWORK.

### **c. Indemnification**

You will defend and indemnify FNF, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your Customer(s)' misuse of the Capacity;
2. your violation or your Customer's violation of the Terms; or
3. any content or data routed into or used in connection with the Capacity to you, your agents, or your end users.

## **Section 7: General Provisions**

### **a. Modification**

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to Capacity. You should look at the Terms regularly. We will post notice of modifications to the Terms to this website. If you do not agree to the modified Terms for the Service, you should discontinue your use of the Capacity. Your continued use of the Capacity constitutes your acceptance of the modified Terms.

### **b. General Legal Terms**

The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and FNF does not take action right away, this does not mean that FNF is waiving any rights it has. If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and FNF relating to its subject and supersede any prior or contemporaneous agreements on that subject. To contact FNF, please email [support@frequencyaccess.com](mailto:support@frequencyaccess.com).

### **c. Governing Law; Dispute Resolution**

These Terms and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Cayman Islands, without regard to its conflict of laws provisions. The courts of the Cayman Islands shall have exclusive jurisdiction each to hear and determine any action or proceeding arising out of or in connection with these Terms or your participation in the Program. You hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. Nothing in these Terms affects your right to rely on any applicable mandatory local law or choice of jurisdiction provision that cannot be varied by contract.

Any controversy or dispute which arises out of or is related to this Terms, including its existence, interpretation, application, performance, breach and termination thereof, or your participation in the Program, must be decided by arbitration administered by the Cayman Arbitration Centre in accordance with the Cayman Rules of International Arbitration in force on the date when the Notice of Arbitration is submitted in accordance with those Rules. The law and seat of the arbitration shall be the Cayman Islands. The language of the arbitration shall be English.