



NETHERMIND

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING NETHERMIND DATA MARKETPLACE

1. INTRODUCTION

1.1 These terms and conditions (the “**Terms**”) set out the terms on which you (“**You or Your**”) may make use of the Nethermind Data Marketplace Gateway (the “**Marketplace**”). The Marketplace is a sub-network of Ethereum, consisting of a network of nodes using the Ethereum network smart contract that handles data delivery between participants (the “**Services**”).

1.2 You are able to access the Marketplace using an Ethereum network account (“**Account**”) through open source platforms operated by GitHub Inc. (“**GitHub**”) through <https://github.com/NethermindEth/nethermind>), Nethermind through downloads.nethermind.io) or Docker Hub (“**Docker Hub**”) through <https://hub.docker.com/r/nethermind/nethermind> (together the “**Platforms**”). These can be deployed on Windows, Linux or MacOS systems (together the “**Operating Systems**”). Please read these Terms (and the terms of GitHub and Docker Hub) carefully before You start to use the Marketplace, as by using the Marketplace You accept these Terms and agree to comply with and be legally bound by these Terms. We recommend that You print a copy of these Terms for future reference.

1.3 If You do not agree with these Terms or any subsequent modification, You must not use the Marketplace.

2. STRUCTURE OF TERMS

2.1 These Terms are split into two sections as follows:

- (a) Part 1 – General Terms.
- (b) Part 2 – Payment Terms.



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PART 1 – GENERAL TERMS

3. INFORMATION ABOUT US

The Marketplace is operated by Demerzel Solutions Limited ("**We**", "**Us**" and "**Demerzel**"). We are a limited company registered in England and Wales under company number 10908862 and have our registered office at 6th Floor International House, 1 St Katharine's Way, London, Greater London, E1W 1UN.

4. CHANGES TO THESE TERMS

We may revise these Terms from time to time by amending this page. Please check these terms from time to time on the Nethermind website (nethermind.io) to take notice of any changes We make, as they are binding on You.

5. ACCESSING THE MARKETPLACE

5.1 The Marketplace can be accessed free of charge through the Nethermind client, which is a program made available through the Platforms for download on the Operating Systems by Demerzel (the "**Program**"). Access to certain content made available through the Marketplace may be subject to a charge.

5.2 You are responsible for making all arrangements necessary for You to have access to the Marketplace. Demerzel accepts no responsibility for any failure to download the Program or any connected failure to access the Marketplace.

5.3 You are also responsible for ensuring that all persons who access the Marketplace through Your internet connection or Account are aware of these Terms and other applicable terms and conditions, and that they comply with them.

6. LICENCE TO USE THE MARKETPLACE AND THE SERVICES

6.1 You may access the Marketplace as a data provider (the "**Provider**") and/or a Consumer (as defined below) (each a "**Party**" and together the "**Parties**").

6.2 Demerzel grants the Provider a limited, non-exclusive licence to access and use the Marketplace for the purpose of making available to Consumers (as defined below) their own data streams directly via their own nodes and any other material, data packet or



data stream which the Provider contributes to the Marketplace (the “**Content**”) to the Marketplace for data consumers to stream and/or download (the “**Consumers**”).

7. LICENCE GRANTED BY THE PROVIDER

- 7.1 The Provider retains ownership of all Content streamed by the Consumer through the Provider’s node via the Marketplace. Demerzel has no control or means of control over the licensing of the Content between the Parties.
- 7.2 The Provider and Consumer shall agree the licensing and/or terms by which the Consumer can use the Content. This process is governed by the Provider, who sets the parameters (i.e. use, price and re-distribution) initially by which the Consumer can access the Content. If the Consumer wishes to stream the Content and is satisfied with the parameters of use, it will deposit Ether using the Nethermind Smart Contract (as defined in clause 23), which enters the Parties into a contract for streaming (the “**Contract**”).
- 7.3 Unless specifically prohibited by the Provider in the parameters for Content use, the Consumer has unrestricted rights to amend or make derivative works from the Content for commercial and/or non-commercial purposes. Any claims of the Provider arising from this clause 7.3 is directly with the Consumer and Demerzel accepts no responsibility towards either Parties for any associated claims.
- 7.4 The foregoing licences are in addition to any licence the Provider may decide to grant (including without limitation, any Creative Commons Licence).

8. YOUR ACCOUNT, PRIVATE KEYS AND WALLETS

- 8.1 You can access the Marketplace using Your own Account through the Ethereum blockchain. Demerzel has no control or access to private keys, account information or any associated data that isn’t already publically available and as such the Provider and Consumer are solely responsible for keeping their private keys and access information confidential.
- 8.2 The Marketplace gateway requires You to have a cold wallet (the “**Cold Wallet**”) for offline governance of Your Ethereum cryptocurrency, which is the payment means between the Parties. Demerzel can provide support for the best private key management practises, but You are solely responsible for setting up and securely maintaining Your Cold Wallet.



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- 8.3 The Marketplace gateway also requires You to have a hot wallet (the “**Hot Wallet**”) for online governance of Your Ethereum cryptocurrency. Demerzel operates a Marketplace wallet (the “**Marketplace Wallet**”) for Your Hot Wallet, which Demerzel has used its reasonable endeavours to make secure enough to handle a reasonable volume of consumer interactions. However, You use the Marketplace Wallet at Your own risk.
- 8.4 Demerzel will not be responsible for any loss (whether financial or otherwise) arising from another person accessing the Marketplace, Marketplace Wallet or otherwise accessing the Ethereum network using Your Account.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 We are the owner or the licensee of all Intellectual Property Rights in the Marketplace but not in the Content made available through a Provider’s node. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 9.2 The Consumer and Provider will agree the terms of use for any Content. Demerzel and the Program act purely as an intermediary for which the Parties may agree a Contract and reserve no Intellectual Property Rights in the any of the Content or any of the parameters for use of the Content.
- 9.3 Unless specifically prohibited by the Provider in the parameters for Content use, the Consumer has unrestricted rights to modify the paper or digital copies of all materials printed off or downloaded in any way, and use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.4 The Provider’s status (and that of any identified contributors) as the author or publisher of Content on the Marketplace must always be acknowledged.
- 9.5 The Provider must not use any Content belonging to a third party and appearing on the Marketplace for commercial purposes without first obtaining a licence the relevant third party.
- 9.6 If You believe that Your copyright or other Intellectual Property Rights have been infringed, please send Us a notice by email entitled “Copyright Infringement”. Demerzel has no power to remove any infringing Content from the Marketplace.
- 9.7 On receipt of a notice, as contemplated by clause 9.6, by a Consumer or Provider of an infringing user (the “**Infringing User**”) and/or Content, Demerzel may in its sole and



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absolute discretion block the IP address of the Infringing User. Demerzel unequivocally disclaims any obligation or guarantee that the Infringing User's IP address will be blocked or that this will be completed in any certain time frame and You should not act in any reliance of such. Demerzel has no power to remove any infringing Content from the Marketplace in accordance with applicable legislation and Demerzel is not liable for any claims You have arising from an infringing user and/or Content.

- 9.8 For the purposes of these Terms, "**Intellectual Property Rights**" shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

10. ACCEPTABLE USE

- 10.1 You may use the Marketplace only for lawful purposes. You may not use the Marketplace:

- (a) in any way that breaches any applicable local, national or international law or regulation;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the provisions relating to Content in these Terms;
- (e) to knowingly copy and/or distribute any source code of the Marketplace that is not open source (i.e. not acceptable to distribute);
- (f) to transmit or make available to stream Content which is not owned by You, or to which You do not have a valid and subsisting licence which permits sub-licensing of such Content on commercial terms;
- (g) to transmit or make available to stream Content that You have no reasonable expectation to be able to sell to other parties;
- (h) to make available the same Content multiple times unless with substantially different delivery, licensing or pricing conditions; or



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- (i) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

10.2 You also agree:

- (a) not to reproduce, duplicate, copy or re-sell any part of the Marketplace communicated through the Marketplace in contravention of the provisions of these Terms;
- (b) not to access without authority, interfere with, damage or disrupt:
 - (i) any part of the Marketplace;
 - (ii) any software used in the provision of the Marketplace; or
 - (iii) any equipment or network or software owned or used by any third party.

11. CONTENT STANDARDS

11.1 The provisions of this clause 11 apply to any and all Content which the Provider contributes to the Marketplace.

11.2 The Provider must comply with the spirit and the letter of the following standards. The standards apply to each part of any Content as well as to its whole.

11.3 Content must:

- (a) be accurate, complete and not misleading (where they state facts);
- (b) be genuinely held (where they state opinions) and not libel any person (whether living or dead);
- (c) be original works or works which the Provider is licensed and authorised to publish in their entirety; and
- (d) comply with applicable law in the UK and in any country from which they are posted.

11.4 Content must not:

- (a) contain any material which is defamatory of any person;
- (b) contain any material which is obscene, offensive, hateful or inflammatory;



- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right or trade mark of any other person;
- (g) be likely to deceive any person;
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
- (i) involve the operation of any lottery, sweepstake, game of chance or other regulated or restricted gambling activity;
- (j) promote any illegal activity;
- (k) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (l) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (m) be used to impersonate any person, or to misrepresent Your identity or affiliation with any person;
- (n) give the impression that they emanate from Demerzel, if this is not the case; or
- (o) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

11.5 The Provider warrants that any Content made available to stream on its node via the Marketplace complies with the Content standards set out above, and the Provider will be liable to Demerzel and indemnify Demerzel for any breach of that warranty.

11.6 Any Content the Provider makes available to stream on its node via the Marketplace can be confidential or non-confidential based on whether the Provider chooses to make the Content encrypted or non-encrypted. The Provider retains all of its ownership rights in its Content, but is required to grant on entry into a Contract with the Provider, in respect of certain Content, Consumers a limited licence to stream the Content.

11.7 The Provider may select a know your client ("**KYC**") requirement in the parameters for use of their Content. If selected, the Consumer is obliged to submit text information to the Provider via the Marketplace which allows the Provider to identify the Consumer (subject to the parameters set out by Provider for that particular KYC). If the Consumer is required to provide a KYC, the Consumer is obligated by Demerzel to provide truthful and accurate information to the Provider.



11.8 We will not be responsible, or liable to any third party, for the content or accuracy of any Content posted by the Provider or any other user of the Marketplace or any KYC text provided by the Consumer.

11.9 The views expressed by other users on the Marketplace do not represent our views or values.

12. REPUTATION BROADCASTS

12.1 The Marketplace operates a unique token-less reputation system, using node public keys and so-called reputation broadcasts (the “**Reputation Broadcasts**”). The Nethermind node has a built-in algorithm to calculate reputation and suggests nodes to trust based on collected Reputation Broadcasts. You hereby acknowledge and agree that We have no control of any reputation broadcast and specifically disclaim any liability or claim a user of the Marketplace may have in respect of any damage to its reputation (whether on or off the Marketplace) and/or any dispute connected with a user’s reputation.

12.2 The Provider by providing data streams through its node via the Marketplace, irrevocably agrees to other nodes being able to review the data using any Reputation Broadcast tool that Demerzel may from time to time make available through the Marketplace.

12.3 Whilst the Reputation Broadcast system acts in an independent way, free from most undue influences, the Provider irrevocably agrees not to seek to artificially build its reputation in any way so as to deceive any Consumer of the value of its Content.

12.4 The Consumer agrees not to act in sole reliance of the Reputation Broadcasts and acknowledges that Demerzel has no liability for any false and/or doctored Reputation Broadcasts.

12.5 The Consumer may from time to time be able to provide positive or negative reputation broadcasts about the Provider after streaming and/or downloading Content from its node via the Marketplace. The Consumer agrees that it must always act in an honest and legitimate way when providing any Reputation Broadcast about the Provider.



13. SUSPENSION

- 13.1 We will determine, in our discretion, whether there has been a breach of these Terms through a user's use of the Marketplace. When a breach of these Terms has occurred, We may take such action as We deem appropriate.
- 13.2 Failure to comply with these Terms constitutes a material breach of the Terms upon which You are permitted to use the Marketplace, and may result in Us taking all or any of the following actions without giving You any notice:
- (a) immediate, temporary or permanent withdrawal of Your right to use the Marketplace by blocking the IP address of Your Account;
 - (b) legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (c) further legal action against You; and/or
 - (d) disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

14. NO RELIANCE ON INFORMATION

- 14.1 Except where otherwise stated, any Content on the Marketplace is provided for general information and guidance only.
- 14.2 We are not responsible for any deficiency in any Content or other goods or services available to stream through a Provider's node via the Marketplace by or third party and shall have no liability in respect of any such deficiency.

15. LIMITATION OF OUR LIABILITY

- 15.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 15.2 To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to the Marketplace or any content on it, whether express or implied.



- 15.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, the Marketplace; or
 - (b) use of or reliance on any Content displayed on the Marketplace.
- 15.4 If You are a business user, please note that in particular, We will not be liable for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss of business opportunity, goodwill or reputation; or
 - (e) any indirect or consequential loss or damage.
- 15.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Marketplace or streaming of Content via the Marketplace.
- 15.6 Demerzel disclaims all liability for any and all losses (whether incidental or otherwise) caused by the theft of any deposited funds on the Marketplace Wallet or Your Hot Wallet as a result of any defect in the coding, bug and/or virus of the Smart Contract.
- 15.7 We assume no responsibility for any Content from a node made available via the Marketplace. We will not be liable for any loss or damage that may arise from Your use of any Content.
- 15.8 Without limiting the foregoing, Demerzel shall not be liable for any loss or delay of Ether or data in payments and/or any damage or loss suffered by reason of any cyber-attack or fraudulent acting on the Marketplace.
- 16. DISCLAIMER**
- 16.1 Demerzel provides the Marketplace on an “as is” and “as available” basis. Demerzel has no control over who can access and use the Marketplace. Neither a Provider or Consumer can be verified by Demerzel and Demerzel cannot perform adequate KYC procedures as a result. You therefore use the Marketplace at Your own risk.



- 16.2 Demerzel expressly disclaims any and all warranties of any kind, whether express or implied, including without limitation the implied warranties of the merchantability, fitness for a particular purpose, non-infringement and any other warranty that might arise under any law.
- 16.3 Without limiting the foregoing, Demerzel makes no representations or warranties:
- (a) that the Marketplace will be permitted and/or available in Your jurisdiction;
 - (b) that the Marketplace will be uninterrupted or error-free;
 - (c) relating to any third party's use of the Content;
 - (d) that the Marketplace or the Services will meet Your business or professional needs; or
 - (e) that Demerzel will continue to support any particular features of the Marketplace.
- 16.4 To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied and statutory warranties will be limited in duration to a period of 30 days after You first use the Marketplace and no warranties shall apply after such period.

17. VIRUSES

- 17.1 We do not guarantee that the Platforms, Operating Systems, Program or Marketplace will be secure or free from bugs or viruses.
- 17.2 You are responsible for configuring Your information technology, computer programmes and platform in order to access the Marketplace. You should use Your own virus protection software.
- 17.3 You must not misuse the Marketplace by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Marketplace or any server, computer or database connected to the Marketplace and/or any Providers. You must not attack the Marketplace via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You might commit a criminal offence under the Computer Misuse Act 1990 in the UK and any similar legislation in any other jurisdiction. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Marketplace will cease immediately.



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18. NOTICE

- 18.1 Demerzel has no ability to send You communications including notices, agreements, disclosures, or other information electronically.
- 18.2 You may send notices of a legal nature to Demerzel's registered address as detailed at the beginning of these Terms.

19. CONFIDENTIALITY

- 19.1 You undertake and agrees to keep confidential all information provided to You by any other user of the Marketplace and/or Demerzel. You acknowledge that projects undertaken through the Marketplace may be extremely confidential and the loss suffered by any unauthorised disclosure may be large.
- 19.2 You acknowledge that damage may not be a sufficient remedy for any breach of this clause 19 and irrevocably authorises any other user of the Marketplace and/or Demerzel to seek equitable remedies including without limitation injunctive relief in the event of any unauthorised disclosure.
- 19.3 The restriction in clause 19.1 shall not extend to any information already in the public domain or which enters the public domain other than by reason of any breach by the relevant Registered User of clause 19.1 or any information required to be disclosed by any applicable law or to any court, judicial body or tax authority.

20. GENERAL MATTERS

- 20.1 Headings are for convenience only and shall not be used to construe these Terms.
- 20.2 If any of these Terms is found to be unenforceable by any court of competent jurisdiction, that Term shall be deemed severed from these Terms.
- 20.3 No failure or delay by Demerzel in exercising any right hereunder shall be deemed to be a waiver by Demerzel of such right.
- 20.4 Demerzel's rights remedies under these terms are cumulative.



- 20.5 These Terms are binding on and shall inure to be benefit of Demerzel and its users and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns.
- 20.6 Users may not assign any rights under these Terms without Demerzel's prior written consent.
- 20.7 No third party shall have any rights hereunder.

21. TERMS

- 21.1 These Terms shall become effective on the earlier of You first accessing the Marketplace or using Your Account.

22. APPLICABLE LAW

- 22.1 If You are a Consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction.
- 22.2 If You are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

PART 2 – PAYMENT TERMS

23. DEPOSIT SYSTEM

- 23.1 The Marketplace operates a deposit payment system using Ether on the Ethereum blockchain network, which is governed by the Nethermind Smart Contract system (the **"Smart Contract"**). The Provider makes available directly through its node Content via the Marketplace and sets the amount and payment schedule of Ether which any potential Consumers must deposit to stream and/or download the Content. Once the Consumer has chosen a Provider with Content it would like to stream and/or download, the Consumer places a payment deposit using Ether credited on its Hot Wallet via the Marketplace Wallet (the **"Deposit"**) for future data usage based on the price and terms defined initially by the Provider.



- 23.2 Ether value is extremely volatile and therefore it is the responsibility of the Provider to decide the frequency of the payments for the Deposit. Both Parties hereby irrevocably agree that Demerzel has no control over Ether value and Demerzel has no liability for any losses arising from Ether value fluctuations.
- 23.3 The transaction detailed in clause 23.1 is a Contract entered into freely between the Provider and the Consumer. Demerzel acts only its capacity as an agent providing the Marketplace (which links Providers and Consumers) and the Smart Contract system which governs the transaction. Demerzel is not a party to the Contract, nor does it accept any liability for any claims arising in connection with the Contract.
- 23.4 Consumers place a Deposit at their own risk and it is the Consumer's responsibility, not Demerzel's, to take care of all Deposit data. Demerzel recommends that Consumers make a copy of all Deposit data and Demerzel accepts no liability for any issues (whether incidental or otherwise) arising from any lost Deposit data.
- 23.5 If the Provider makes any change in price of its Content, this will not impact the Consumer on the condition that it has entered into a Contract with the Provider for the Content prior to any change (and subject to any renewal terms in respect of such Content).
- 23.6 All Content prices are quoted exclusive of VAT or other applicable sales tax payable in any jurisdiction. It is the responsibility of the Provider to ensure that the initial price set on its node contains the correct calculation to include any applicable VAT or sales taxes payable in the Provider's and/or Consumer's jurisdiction (as applicable). Demerzel takes no responsibility for calculation, payment, reporting or collecting of VAT or other sales taxes.
- 23.7 Demerzel takes a percentage fee on any payment to the Provider from each Contract (the "**Commission**") the amount of which is subject to agreement between Demerzel and the Provider. This Commission is processed within the Smart Contract's coding. The Provider authorises Demerzel to take the Commission (which is non-refundable) from each Contract payment.
- 23.8 The Consumer and the Provider have access to all historic transactions on the Marketplace. This information is stored on the Ethereum blockchain network and is not under the control of Demerzel.



- 23.9 In the event that the Ethereum blockchain network undergoes an update which causes the Smart Contract to no longer be valid, Demerzel will use its reasonable endeavours to ensure that the Smart Contract is updated in a timely manner so that it is valid on the updated Ethereum network. However, all Contracts are made between the Parties and so it is the responsibility of the Parties to re-form any previous Contract under the updated Smart Contract. Demerzel accepts no liability for any losses arising as a result of any Smart Contract becoming invalid under the circumstances of this clause 23.9.

24. REFUNDS

- 24.1 Consumers who make a Deposit with a Provider will be entitled to a full refund in the event that no Content is delivered by the Provider, subject to the terms of this clause 24.
- 24.2 Any refund is governed by the Smart Contract, which will refund the Consumer if the access protocol for the Content is not triggered by the Consumer and the Consumer requests a refund. This refund will only occur after the Deposit payment has expired and cannot be exercised by any earlier request by the Consumer, unless the Provider has chosen to discontinue the Content (as stated in clause 24.4). Demerzel will not be liable for any delay and/or failure in returning any Deposit to the Consumer.
- 24.3 Any Consumer who makes a Deposit with a Provider and utilises the Content but discontinues this use early and/or before total use of the Deposit has occurred, may be entitled to a refund for the remaining Deposit not used (the **“Unused Deposit”**). The Consumer must make a request for the Smart Contract to issue a refund to facilitate the return of the Unused Deposit (the **“Early Refund”**). Should the Consumer fail to make a request for an Early Refund then the Consumer may need to wait until the Deposit expiry date in order for the Unused Deposit to be returned via the Smart Contract. Demerzel accepts no responsibility for any delay in refunding the Unused Deposit.
- 24.4 The Provider has the right to discontinue any Content on their node via the Marketplace at any time, even where a Consumer has already made a Deposit to use that data stream/Content. Should a Provider elect to discontinue any Content, Demerzel requires the Provider to mark their Content as discontinued on their node. The Consumer should then receive a receipt that facilitates the ability to claim an Early Refund via the Smart Contract. Any failure by the Provider to mark their Content as discontinued will result in a delay for the Consumer to receive the Unused Deposit. Demerzel has no ability to enforce the Provider to mark their Content as discontinued and as such accepts no responsibility and/or liability for any undue delays to the return of the Unused Deposit the Consumer may experience as a result.



25. VAT AND SALES TAXES

- 25.1 The Provider must ensure that it accurately reports and pays all relevant VAT or jurisdictional sales taxes (the “**Tax**”) applicable to each Contract. The Provider will indemnify Demerzel for any failure by the Provider to pay any Tax and any subsequent claims, losses, costs or expenses suffered by Demerzel arising from it.

26. DISPUTES

- 26.1 A “**Dispute**” shall occur when a Provider and Consumer disagree whether Content has been provided as agreed between them and/or that appropriate remuneration has been received for any such Content. All Disputes are between the Provider and the Consumer only. Demerzel will take no part in any Dispute resolution between any Provider and Consumer.

