

vNode Terms of Use

Last Updated: December 23, 2023

Welcome to the Vitreus vNode!

The vNode you have purchased is a custom-built, dedicated computing device pre-loaded with the required hardware specifications, operating system (OS) and software to perform transaction validation on the Vitreus blockchain. Designed as a plug-and-play solution, vNodes redefine the experience of becoming a blockchain validator. By operating a vNode, users can seamlessly contribute to the decentralized physical infrastructure (DePIN) that underpins Power Plant without needing extensive technical expertise.

Please read these terms and conditions carefully as they govern your access to and continued use of the vNode.

These Terms of Use (“**Terms**”) govern your rights and obligations regarding the use and operation of the vNode. These Terms do not set out the terms that govern the use of the vApp or our Website. Respective terms and conditions may be found within the footer of the Website. If you do not agree to these Terms, you should not use or operate the vNode.

We reserve the right to change and/or amend these Terms from time to time at our sole discretion and without any notice to you. **By continuing to use or operate the vNode, you accept these Terms together with any modifications, and you agree to comply with them.** If you violate any part of these Terms you may have your access canceled without prior notification and you may be permanently banned from using or operating the vNode.

1. Definitions

Any capitalized terms used herein shall have the meaning given to them in this “Definitions” section unless otherwise stated. The section headings in these Terms are for your convenience only and shall govern the meaning or interpretation of any terms and clauses herein.

“**Onfido**” refers to the third-party service provider that performs the required digital identity verification in compliance with KYC and AML regulations.

“**NAC**” refers to the Network Access Credentials assigned to vApp users.

“**User**” and “**you**” refer to anyone acting as a vNode operator and, by way of extension, vApp users..

“**User Account**” refers to the user account created by you pursuant to these Terms of Use to use various services available on the vApp.

“**User Manual**” refers to a user manual explaining how to use the vNode. The User Manual is accessible on the Website.

“**Vitreus**”, “**we**”, “**us**”, and “**our**” refer to the commercial company Collaborative Digital Innovations Inc., a Florida registered corporation, doing business as Vitreus, with its registered office at 972 International Parkway, Lake Mary, FL 32746.

“**vApp**” refers to the mobile application available for download that serves as the central hub for Power Plant users. It provides a secure, user-friendly interface for managing digital assets, operating vNodes, participating in governance, or exploring decentralized applications (dApps).

“**vNode**” refers to the custom-built, dedicated computing device that performs transaction validation on the Vitreus blockchain.

“**Wallet**” refers to a digital asset wallet created within the vApp upon its initialization for the storage and management of VTRS tokens.

“**Website**” refers to the official Vitreus websites located at <https://www.vitreus.io> and <https://www.vtrs.io> and any subdomains thereof.

2. Scope

- 2.1. We issue these Terms to set out certain basic rules you should follow when using your vNode. Besides these Terms, you should follow the detailed User Manual available on our Website. Please be aware that in the package with your vNode we may include only an abbreviated version of the User Manual available via QR code to help you with the initial steps of your vNode initialization.
- 2.2. **These Terms and the User Manual constitute the main source of information and rules you should follow when using the vNode. In case of any discrepancies between these Terms and the User Manual, these Terms shall always prevail.**
- 2.3. If you do not agree with or understand any rules set out herein or in the User Manual and/or if you do not have a legal capacity to use the vNode (and by extension to manage VTRS assets) you should not use the vNode.

- 2.4. The vNodes must be used and operated with the firmware, software, and services developed by our company. Therefore, you must initialize your vNode following the procedures in the User Manual. Among other things, you must install the vApp during the initialization process. To manage your vNode and any VTRS assets, you must use the vApp.

3. vNode

- 3.1. The vNode comes in a package sealed by a tamper-evident hologram seal. If you feel that the tamper-evident holographic seal was damaged or otherwise tampered with upon the package delivery, you must not use your vNode and you should contact our support staff immediately.
- 3.2. The vNode is intended to be used as provided. When using the vNode, you should always follow the User Manual. Besides other rules and recommendations set out in the User Manual, adhere to the following rules:
- Keep the vNode and its accessories dry. If the vNode gets wet for any reason, never attempt to dry it with any external heat source such as a hair dryer or an oven.
 - Do not expose the vNode to any source of extreme heat and/or extreme cold.
 - To clean the vNode use a dry cloth only. Do not use any water, chemical detergent, alcohol, powder or any other substances to clean the vNode and its accessories. Unplug the vNode before attempting to clean it. Do not attempt to clean the connectors.
 - If the vNode is broken, stop using it immediately. Do not attempt to take apart, open, service or otherwise repair the vNode. You should always contact our support staff for assistance with a broken vNode.
 - Do not attempt to connect the vNode with other hardware. Use only the accessories (such as USB cables) provided and/or specified in the User Manual.
 - Keep the small parts away from children as there may be a choking hazard.

4. Firmware Setup

- 4.1. Your vNode must be set up and initialized before operation. For guidelines on the setup procedure, please refer to the QR code on the vNode packaging or to the User Manual provided on the Website.

- 4.2. Before you can set up and initialize your vNode, you must download the vApp. The vApp is available for use on iOS and Android devices. It may be downloaded from either the Apple App store or the Google Play store. Once downloaded, you must follow the prompts to create a Wallet that includes a 24-word recovery seed phrase. You must keep a copy of your seed phrase in a secure location. If you lose your recovery seed phrase, we cannot recover it for you. If you compromise your seed phrase, we cannot secure your Wallet for you.
- 4.3. Once you have created your Wallet and secured your recovery seed phrase, you must verify your identity. This process requires you to provide a copy of your government-issued identification and a live photo to a third party service provider, Onfido, through a flow embedded into the vApp software.
- 4.4. When Onfido verifies your identity, your NAC will be minted on Power Plant and your Wallet will be verified. At that time, you can connect your vNode to a power source and to your internet. Then you will connect your vApp to your vNode over WiFi and you will be prompted to create your User Account. At this time, VTRS tokens awarded to vNode operators will be deposited into your Wallet.

5. Recovery Seed Phrase

- 5.1. Your 24-word recovery seed phrase serves as a base for the derivation of your public and private keys. Your private key is the most important asset protected by the vApp since it is used as your only unique identifier when accessing and using most of the services provided on the vApp. Without your private key, you will not be able to access your Wallet or any other data tied to your NAC. In the event that you lose or damage your mobile device onto which you have downloaded the vApp, you may use your recovery seed phrase to generate an identical pair of public and private keys on the vApp installed on a new mobile device. With this, you can access all your vApp User Account, NAC credentials, your Wallet and any relevant services.
- 5.2. **Your recovery seed phrase is generated at random. If you forget your recovery seed phrase and your mobile device is lost or permanently damaged, you will not be able to recover the pair of public and private keys stored on your mobile device and you will not be able to access your User Account information (e.g., NAC, Wallet, VTRS tokens). For this reason, we strongly recommend writing down your recovery seed phrase and storing it in a secure location.**

- 5.3. You must always keep your recovery seed phrase safe, otherwise anybody who possesses it may recover the pair of your private and public keys stored on your mobile device. You should not show your recovery seed phrase to anyone. You should never enter your recovery seed phrase anywhere unless the mobile device instructs you to do so and you confirm your choice on your mobile device. Be aware that a digital copy of your recovery seed phrase stored online or at a drive accessible by multiple people may be easily stolen, so it is recommended not to upload the recovery seed phrase online or to any shared drives.
- 5.4. Some third-party services allow you to recover the pair of public and private keys as well. You acknowledge that we guarantee the possibility of recovery only when you use the mobile device to generate the pair of keys to be recovered. We, however, do not and may not assume any liability for your failure to recover the pair of private and public keys using third-party services.

6. Passphrase and PIN

- 6.1. You may at any time after your vNode initialization set-up a custom word (“passphrase”) within your vApp user interface to create an alteration of recovery seed called “master binary seed”. You can repeat this process multiple times to generate more than one seed. **This master binary seed is then used to create all private keys and public keys** that may be used as a unique identifier when accessing compatible services (such as cryptocurrency wallets). If you do this and you later forget your passphrase and your mobile device is lost or permanently damaged, you may not be able to recover the pair of public and private keys stored on your mobile device derived from the master binary seed and you may not be able to access your User Account (e.g., NAC, Wallet, VTRS tokens).
- 6.2. For the above-mentioned reason, you must keep your passphrase safe and make precautions to remember the passphrase (e.g. write it down). You are solely responsible for keeping your passphrase safe from any third parties.
- 6.3. You acknowledge that the passphrase, unlike the recovery seed, is transmitted outside the mobile device. Furthermore, you may set up a PIN. Please, be aware that if anyone takes possession of your mobile device, they may freely use any compatible services under your unique identity without any difficulties unless you set up a PIN. We therefore recommend that you set up a PIN.

7. Online Orders

When placing an order on our Website, you are effectively offering to purchase a vNode and accompanying services. We reserve the right to accept or reject any order at our discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirmation email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirmation email) at any time at our sole discretion. Additionally, you have the option of canceling your order (in its entirety only) at any time prior to our having sent to you the confirmation email referenced herein.

8. Payment Terms

All applicable prices are set forth alongside the products and services offered on our Website. Such prices are subject to change at any time by us at our sole discretion. You will be responsible for the prices stated at the time of your transaction as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit card, debit card, or use of a bonafide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you represent and warrant your full right and authority to make such purchase in the manner elected without violation of any applicable law, rule or regulation.

9. Shipping Information

It is our responsibility to ship your accepted order to you at the address you provide when making the order. You will be responsible for all associated shipping & handling charges. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, we shall not be responsible for any delays in shipments.

10. Returns

If you, for any reason, are not satisfied with your order, you may return it for a full refund; provided: (i) the item was not designated as non-returnable; (ii) your return is made within thirty (30) days of delivery; and (iii) the item is returned in the same condition as originally received by you. Once the item is received by us, we will refund your purchase price. All returns must be made pursuant to the specific return procedure specifically set forth on the Website. You bear the risk of loss or damage during shipment (other than when returning non-conforming items) and as such, you are advised to obtain appropriate insurance. Your refund will be credited back to the same payment method used to make the applicable purchase.

11. Intellectual Property

You acknowledge and agree that all uses on the Website and in these Terms of the words "sell," "buy," "sale," "resale," "purchase," and the like refer to the purchase or sale of a license only. As such, vNodes and related services provided hereunder are offered solely for license, and not actually for sale to you or any third party. Your use, therefore, shall be subject at all times to the terms of the license agreement applicable to the vNodes and related services (including without limitation those terms that pertain to use restrictions, confidentiality obligations, copying, distribution, sublicensing, reverse engineering, and modifications). The license agreement(s) shall be posted on the Website at all times. Additionally, you understand and acknowledge that we, along with our respective third party licensor(s), will remain the sole and exclusive owners of all intellectual property rights incorporated in any vNodes and related services (and any related documentation, instructions, or other materials provided therewith), subject to your limited license to exploit the vNodes and related services pursuant to the terms hereof and the applicable license agreement(s). For clarification, you will not acquire ownership rights in and to the intellectual property rights incorporated in any purchased vNodes or related services.

12. Buyer's R&Ws

You represent and warrant to us as follows: (i) that you have the right to enter into any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the vNode and related services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are the vNode and related services from the Website solely for your own use and not for resale and/or export.

13. Limited Warranty and Liability

- 13.1. **We represent and warrant to you that any vNode purchased by you on the Website, when used specifically as authorized by us and without modification thereto, will conform in all material respects to: (i) the specifications set forth on the Website, and (ii) any instructions that we provide you with upon delivery of the vNode. We further represent and warrant to you that any vNode purchased by you on the Website will be safe for its intended use and free from defects in material, functionality, and workmanship. Notwithstanding the foregoing, this warranty shall not apply when the vNode is subject to: negligence, misconduct, misuse, abuse, accident, improper installation or handling, unusual environmental**

conditions, or other extreme stress, alteration, repair by anyone other than us (or one of our authorized representatives), use with any third-party product or service (other than as specifically authorized in advance by us), or use in violation of any provided-for instructions (including without limitation any license agreement). Notwithstanding the foregoing, any products manufactured by a third party and incorporated in any goods provided hereunder are not covered by this limited warranty. We further warrant to you that we will perform any services purchased through the Website using personnel of all required skill, experience and qualifications and in a professional manner in accordance with generally recognized industry standards for similar services in order to meet our obligations hereunder.

- 13.2. Notwithstanding anything set forth herein to the contrary, your sole remedy with respect to a breach by us of our warranties to you shall be to inform us, in writing, of your desire to exercise this limited warranty, along with a sufficiently detailed explanation of your reason(s), so that we may either: (i) repair or replace the vNode in question (or re-perform the services, as applicable); or (ii) credit or refund your purchase price. We shall have the right to select which cure option to pursue, and we will be responsible for shipping & handling charges associated with resending replacement goods (and shall also be responsible for their risk of loss in transit during such time), if and as applicable. Any claim made by you hereunder shall be made within thirty (30) days of delivery or forever be waived. We reserve the right to verify any such claim.
- 13.3. This warranty period is not extended if we have to repair or replace a warranted vNode or re-perform a warranted service. This limited warranty extends only to you as the original purchaser of the vNode and related services from our Website (i.e., and not to any subsequent owner or beneficiary of any vNode or related services received hereunder). In order to obtain warranty service, please contact us at support@vitreus.io and obtain an RMA number. If for any reason you believe in good faith that we have not fulfilled our obligations hereunder, you are entitled to follow the dispute resolution procedures set forth in Section 15 below.
- 13.4. This limited warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. Please note that some jurisdictions do not allow for limitations on warranties, so the above exclusion may not apply to you.

- 13.5. **Subject to applicable law, and without limitation on the foregoing, we limit the duration and applicability of any and all implied warranties (including, without limitation, the warranties of merchantability, fitness for a particular purpose, title, or warranty against infringement of intellectual rights of third party, whether express or implied by law, course of dealing, course of performance, usage or trade, or otherwise) to the duration of the limited warranty set forth herein. Please note that some jurisdictions do not allow for limitations on the duration of implied warranties and therefore, this limitation may not apply to you.**
- 13.6. **Subject to applicable law, the remedies set forth above are your sole and exclusive remedies, and our entire obligation and liability, for any breach of our limited warranty. Under no circumstances will our obligation or liability hereunder exceed the purchase price you paid for the vNode. Additionally, under no circumstances will we be liable for any loss of use, data, business, goodwill, reputation, or revenue, and/or any consequential, incidental, special, or punitive damages or other direct or indirect losses of any kind. Please note that some jurisdictions do not allow for the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.**

14. Indemnity

You agree to indemnify, defend and hold Vitreus and our partners, employees, agents, and affiliates harmless from any liability, loss, claim, and expense, including reasonable attorney's fees, related in any way to your use of the vNode or violation of these Terms.

15. Privacy Policy and Website Terms

Please review our Privacy Policy and Website Terms of Use, which can be found at the following addresses respectively: [\[URL\]](#) and [\[URL\]](#). The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Website Terms of Use governs your use of our Website in general.

16. Third Party Beneficiaries

These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

17. Force Majeure

We shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, pandemics, hack attack, internet interruption, power supply interruption, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

18. Assignment

We may assign or otherwise transfer any of all of our rights or obligations hereunder, in whole or in part, to any third party in our sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

19. Partial Invalidity

In the event that any part of or portion of these Terms is deemed to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

20. Applicable Law; Dispute Resolution

You agree that the laws of the State of the Florida, United States, without regard to the principles of the conflicts of laws, will govern your use of the vNode, these Terms of Use, the Privacy Policy, and any dispute of any sort that might arise between you and Vitreus. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement and is hereby expressly excluded. Any dispute relating in any way to your visit or use of the vNode, to these Terms of Use, or to our Privacy Policy shall be finally decided before the appropriate federal or state courts of Orange County, Florida. Should you in any manner have violated or threatened to violate these Terms of Use, then Vitreus may seek injunctive or other appropriate relief in any court of our choice, and without posting a bond therefore. By continuing to use vNode or our services, you consent to exclusive jurisdiction and venue in such courts.

21. Notices

We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Website. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time using the information provided in Section 22 below.

22. Contact Us

If you have any questions or suggestions about the vNode or these Terms of Use, please refer to the User Manual. If you cannot find the answer, then contact us via email at support@vitreus.io.

When you contact us, you agree to receive electronic communications related to your use of the vNode. Accordingly, we may provide notices to you via email listed under your User Account or by notices on the Website, and those notices are deemed to be in writing for legal purposes and are effective on the date that we send them or post them. As long as you access and use the vNode, you agree that you will have, or have access to, the necessary software and hardware to receive such notices.

23. Miscellaneous Provisions

These Terms, along with the confirmation email referenced above, any instructions that we provide to you relating to the vNode and related services, our Website Terms of Use, and our Privacy Policy shall collectively be deemed a final and integrated agreement between you and us with respect to the subject matter hereof. Vitreus may revise these Terms at any time by updating and posting it on the Website. Accordingly, you should visit the Website and review the Terms periodically to determine if any changes have been made. Your continued use of the vNode after any changes have been made to the Terms signifies and confirms your acceptance of any such changes or amendments to the Terms.

The failure of Vitreus to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of Terms by Vitreus must be in writing and signed by an authorized representative of Vitreus.