

vApp Terms of Use

Last Updated: December 23, 2023

Welcome to the Vitreus vApp!

The vApp serves as the central hub for users within Power Plant by providing them with a secure, user-friendly interface for managing digital assets, operating vNodes, participating in governance, or exploring decentralized applications (dApps). The vApp contains a security software digital wallet that must be used for managing your VTRS tokens, 24 word seed phrase, and multi-factor authentication. Using the vApp is straightforward, but it is essential to always follow the terms of its use to reduce the risk of losing your protected information.

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

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

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

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 vApp Terms of Use 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.

“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 Plower 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.

“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.

“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. We use an account structure to organize transactions within your Wallet.

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

2. Use of the Services

- 2.1. The vApp, vNode, Website, related services, and the information and content available therein (**“Content”**) are protected worldwide by copyright laws. Subject to the Terms, Vitreus grants you a limited license to reproduce portions of Content solely as required to use the vApp for your personal or internal business purposes. Unless otherwise specified by us in a separate license, your right to use any Content is subject to these Terms. **Vitreus is not a bank or financial institution and does not provide investment or financial advice, or consulting services to users of the services. We are solely the provider of the services.**

- 2.2. Use of the vApp is governed by these Terms. Vitreus delivers the vApp via download.. Subject to your compliance with the Terms, we grant you a nonassignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the vApp on mobile devices that you own or control solely for your personal or internal business purposes. Because the vApp is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the vApp is installed against malware. Vitreus is not responsible for any loss or damages – including loss of VTRS tokens or lockout from accounts accessed via the vApp – resulting from your failure to keep the device on which the vApp is installed safe and free of any malware. Vitreus cannot recover passwords or unlock account information stored on the vApp in any circumstances, including if the vApp is compromised by malware on your mobile device, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.
- 2.3. The vApp and related services are evolving and you may be required to accept or install updates to the vApp, or update third-party software (i.e., browsers or OS) to keep using the vApp or access their latest features, including security updates. We may update the vApp and related services at any time, without providing notice.

3. Software Setup

- 3.1. The vApp is available for use on iOS and Android mobile devices. It may be downloaded from either the Apple App store or the Google Play store to your mobile device. 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.
- 3.2. 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.
- 3.3. 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.

4. Recovery Seed Phrase

- 4.1. 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.
- 4.2. **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.**
- 4.3. 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.
- 4.4. 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.

5. Passphrase and PIN

- 5.1. You may at any time after your vApp installation set-up a custom word (“passphrase”) within your 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).
- 5.2. 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.
- 5.3. 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.

6. vApp Access

The availability of the vApp and related Content (as defined below) is subject to our sole discretion and we do not guarantee the vApp and related Content will be always available or uninterrupted. We may suspend operations of our vApp at any time for any reason, including but not limited to, maintenance and repair. We may discontinue certain functions or services of the vApp for any reason and without prior notice.

7. Copyright

- 7.1. You acknowledge that the vApp contains information, data, software, photographs, graphs, videos, typefaces, graphics, music and other material (collectively as the “**Content**”) that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights.
- 7.2. Except as expressly stated herein, you are **not** allowed to change, alter, copy, reproduce, distribute, republish, download, display, post, send, transmit or otherwise use (including “mirroring” and “framing” on other devices or servers)

the Content or any portion of the vApp itself in any form or by any means without prior written permission of Vitreus or the copyright owner (if different from Vitreus).

- 7.3. You may not download (other than page caching) or modify the vApp or any portion of it including, but not limited to, any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the vApp or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools.
- 7.4. Nothing contained on the vApp should be construed as granting, by implication or otherwise, any license or right to use the vApp or any Content except when expressly stated herein.
- 7.5. You are hereby granted a limited, revocable, non-exclusive right to access, view and use the vApp and its Content for your personal, non-commercial use only. On any copies of the vApp or the Content you make, the proprietary notices must be kept. This right to access, view and use (license) terminates automatically if you breach any part of these Terms. Upon termination you must immediately delete all of the vApp data and the Content in your possession or control.

8. Trademarks

- 8.1. Vitreus, vNode, vApp and other marks which may or may not be designated on the vApp by a “™”, “®”, “SM” or other similar designation, are used on this vApp under the license of the authorized entity.
- 8.2. The trademarks may not be used by you without prior, written, consent by Vitreus or their owner (if different from Vitreus), including, but not limited to, the instances when they are used in connection with any other product or service, or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Vitreus brand.
- 8.3. The graphics, logos, page headers, button icons, scripts, and service names are used on this vApp under the license and/or permission of the authorized entity. All other trademarks that appear on the vApp are the property of their respective owners, who may or may not be associated with us.

9. Disclaimer; Limits of Liability

- 9.1. **The vApp is provided on an "as is", "as available" basis. We do not warrant that use of the vApp will be uninterrupted or error-free. You agree that use of the vApp is at your sole risk. We disclaim warranties and representations of any kind, whether expressed or implied including, but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also expressly disclaim any warranties for the accuracy, integrity, or completeness of the content provided on the vApp. To the extent that your jurisdiction does not allow limitations on warranties, in such jurisdictions the liability is limited to the fullest extent permitted by law. Your sole and exclusive remedy relating to your use of the Website shall be to discontinue using the Website.**
- 9.2. Under no circumstances shall any information, content, or services on the vApp or provided to you by us constitute financial, investment or professional advice, unless explicitly stated so. You are above all solely responsible for your decisions regarding storing, buying, selling, exchanging, sending and receiving cryptocurrencies and digital assets of any kind, and you shall always consider your financial circumstances and associated risks before obtaining any cryptocurrencies or digital assets. You represent in particular that you understand that the value of cryptocurrencies and digital asset may be extremely volatile and that its exchange rate in respect to other cryptocurrencies, digital assets, or to fiat currencies may fluctuate significantly, which could lead to significant and sudden decreases in the value of your assets.
- 9.3. You agree that your access to, viewing of, or use of the vApp is at your sole risk. Under no circumstances shall Vitreus be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the vApp, including, but not limited, to reliance by a user on any information obtained at the vApp, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance.

10. 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.

11. 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.

12. 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.

13. 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 attacks, internet interruption, power supply interruption, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

14. 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.

15. 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.

16. 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 vApp, 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 vApp, 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 our vApp or our services, you consent to exclusive jurisdiction and venue in such courts.

17. 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.

18. Contact Us

If you have any questions or suggestions about the vApp 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 vApp, you agree that you will have, or have access to, the necessary software and hardware to receive such notices.

19. Miscellaneous Provisions

These Terms, any instructions that we provide to you relating to the vApp 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.