

MassaBridge

Last modified: September 06, 2023

1. PREAMBLE

Welcome to MassaBridge! We're thrilled by your interest in our services. The MassaBridge site ("MassaBridge Site" or the "Site") located at <https://bridge.massa.net/buildnet/index> is a copyrighted work owned by Massa Labs ("the Company" or "We"). Certain aspects of the Site might be subject to additional guidelines, terms, or regulations, which will be published on the Site in connection with these features.

1.1. TERMS OF SERVICE

These Terms of Service ("T&S" or this "Terms") outline the legally binding terms and conditions governing your utilization of the MassaBridge. By accessing and using the Site, you indicate your agreement to comprehend and abide by these Terms.

Additionally, you affirm that, by logging into the Site, you acknowledge these Terms and assert that you possess the necessary authority and capability to enter into these Terms. Please note that you must be at least 18 years old to access the Site. If you disagree with any or all provisions of these Terms, kindly refrain from logging into and/or using the Site.

1.2. YOUR COMMITMENT TO UNDERSTAND

We encourage you to thoroughly review and understand the Terms before engaging with our platform. These Terms govern your interaction with Massa Bridge and its services. **By using our platform, you signify your acceptance of the T&S and your commitment to adhere to all applicable terms, conditions, policies, and notices.** Should you have any questions or concerns regarding the Terms, please don't hesitate to contact us at info.bridge@massa.net. Thank you for choosing MassaBridge!

2. AGREEMENT AND MODIFICATIONS OF THIS TERMS

2.1. Acceptance of this Terms

By accessing or using the MassaBridge Site and services (collectively, the "Services"), you agree to be bound by these Terms and The Company's Privacy Policy (the "Privacy Policy") incorporated herein by reference.

If you do not agree to all of the Terms and Privacy Policy, you are not authorized to access or use the Services, and you must immediately cease using the Services.

2.2. Modification of this Terms

The Company reserves the right to modify the Terms at any time by posting the modified Terms on the Site. Your continued use of the Services after the publication of the modified Terms constitutes your acceptance of the modified Terms. You are responsible for periodically checking the Terms for modifications.

If you do not agree to these modifications, please contact us directly at the following e-mail address: info.bridge@massa.net.

3. ACCESS TO THE SITE

The Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal, noncommercial use. This license does not include the right to download, reproduce, copy, modify, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content on the Site for any other purposes without the prior written consent of the Company.

3.1. Our product

MassaBridge is designed specifically for the Massa' Layer 1 blockchain developed by the Company. MassaBridge uses a protocol that enables it to connect two blockchains together, with the aim of exchanging assets between two given networks. **This bridge is intended for use on the buildnet only.** It enables users to interact with Massa Labs' Layer 1 blockchain for testing purposes.

3.2. Restrictions

Your access to and utilization of the MassaBridge, a version developed for the buildnet, is subject to specific restrictions designed to ensure the integrity, security, and proper functioning of MassaBridge. By using our product, you agree to adhere to the following restrictions:

- (a) You shall not engage in any activities that could disrupt, damage, or interfere with the proper operation of the Buildnet or MassaBridge.
- (b) You shall not attempt to circumvent security measures, manipulate data, or exploit vulnerabilities within the MassaBridge.
- (c) You shall not reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the MassaBridge.
- (d) You shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the MassaBridge, or any part thereof.
- (e) You shall not modify, create derivative works of, disassemble, reverse compile, or reverse engineer any component of the MassaBridge.
- (f) You shall not access the MassaBridge with the intent to develop a similar or competitive platform or service.
- (g) Except as expressly permitted by these Terms, no part of the MassaBridge, or any associated materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means.
- (h) You acknowledge that any future releases, updates, or additions to the functionality of the MassaBridge shall also be subject to these Terms, and you agree to abide by any additional terms or restrictions that may accompany such releases or updates.

- (i) All copyright and other proprietary notices on the MassaBridge, and any related materials must be retained on all copies.

By utilizing the MassaBridge, you acknowledge and agree to the above restrictions as essential safeguards for maintaining the secure and reliable environment of our product.

3.3. No Support or Maintenance

The Company is under no obligation to provide you with support or maintenance related to MassaBridge. You acknowledge and agree that you will not hold the Company, its employees, directors, or affiliates responsible for any lack of support or maintenance. This includes, but is not limited to, technical assistance, updates, or troubleshooting for any aspect of MassaBridge. You further understand that the Company reserves the right to modify, suspend, or discontinue any aspect of MassaBridge at any time without notice.

4. USER CONTENT

"User Content" encompasses all information and materials that you choose to submit to MassaBridge. This includes, but is not limited to, text, images, data, and other content. By submitting User Content, you agree to the following terms:

- (a) You hold exclusive responsibility for your User Content. You assume all associated risks and consequences arising from its usage. Recognizing your sole ownership of your User Content, you acknowledge the potential for personal liability that may arise from its submission. The Company does not endorse or assume any liability for the accuracy or legality of User Content.
- (b) You certify that your User Content adheres to our Terms. You confirm that it does not violate any guidelines or standards set forth.
- (c) You may not falsely represent or imply that your User Content is endorsed, sponsored, or provided by the Company in any manner.
- (d) The Company is not obligated to store backups of your User Content. It may be deleted at any time without prior notice.
- (e) You are solely responsible for creating and maintaining your personal backup copies of User Content if desired.
- (f) You acknowledge and agree to grant the rights described herein, and you understand that your User Content may be visible to other users of MassaBridge. You consent to the sharing of your User Content as described in these Terms.

By submitting User Content, you grant the Company an irreversible, nonexclusive, royalty-free, fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content. This license is granted solely for the purposes of including your User Content in the MassaBridge. You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.

Your use of MassaBridge must also adhere to our Terms and all applicable laws and regulations. The Company reserves the right to remove any User Content that violates these terms, and you agree to comply with any such removals.

5. LIMITATION OF LIABILITY

Your use of the MassaBridge Site is at your own risk. The Company, its affiliates, partners, directors, officers, employees, agents, and suppliers shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or in connection with your use of the MassaBridge Site.

To the fullest extent permitted by applicable law, neither the Company nor our suppliers shall be held liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from or relating to these Terms or your utilization of, or inability to utilize, the MassaBridge Site, even if the Company has been advised of the possibility of such damages. Your access to and use of the site are entirely at your discretion and risk, and you bear sole responsibility for any damage to your device, computer system, or loss of data resulting therefrom.

You acknowledge and agree that any information, content, or materials obtained through the MassaBridge Site are used at your own discretion and risk. The Company does not warrant the accuracy, reliability, legality, or relevance of any such content, and any reliance on the site's information is solely your responsibility.

When you have the option to add tokens to Metamask wallet, you acknowledge and agree that you are subject to Metamask's Terms of Use and must diligently follow the instructions provided by Metamask for this action. The Company cannot be held responsible for any issues, losses, or other consequences arising from the addition of tokens to Metamask. Users agree to release the Company, as well as its affiliates, partners, directors, employees, agents, and suppliers, from any liability related to this action, and acknowledge that any losses resulting from this action are your own responsibility.

By utilizing the token adding feature, you acknowledge that the MassaBridge allows you to add tokens to your wallet. You commit to adhering to the instructions provided by the Site and complying with any potential restrictions on the types of tokens that can be added. However, the Company does not guarantee the availability, security, or integrity of these added tokens, and you recognize that any loss or issue resulting from the addition of tokens is your own responsibility.

The limitations and exclusions of liability stated in these Terms are fundamental components of the agreement between you and the Company. Some jurisdictions do not permit the exclusion or limitation of liability for incidental or consequential damages, and as a result, the above limitations may not apply to you.

6. THIRD-PARTY LINKS AND CONTENT

The MassaBridge Site may include links, integrations, or content provided by third parties. The presence of such links, integrations, or content does not imply endorsement, recommendation, or warranty by the Company of the quality, accuracy, or reliability of these third parties or their services. Your interactions with third parties are entirely at your discretion and risk. The Company

shall not be liable for the actions, products, or services of third parties, nor for any losses, damages, or harm arising from your engagement with them. It is advised that you carefully review the terms of use and privacy policies of any third party you choose to engage with.

7. DISCLAIMERS

The MassaBridge Site is made available to you on an "as-is" and "as available" basis. We and our suppliers explicitly disclaim all warranties and conditions of any kind, whether express, implied, or statutory. This includes, but is not limited to, warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement.

We and our suppliers do not warrant that the MassaBridge site will meet your specific requirements, operate without interruptions, be timely, secure, or error-free, or that it will be accurate, reliable, complete, or safe from viruses or other harmful elements. Any information or content obtained through the MassaBridge site is used at your own discretion and risk.

The Company reserves the right to make modifications, updates, or improvements to the MassaBridge Site at any time without prior notice. While we strive to provide accurate and up-to-date information, we do not guarantee the accuracy, reliability, legality, or relevance of any content or materials available on the site.

In no event shall the Company, its affiliates, partners, directors, officers, employees, agents, or suppliers be liable for any damages, losses, or liabilities arising from or in connection with your use of the MassaBridge site. This includes, but is not limited to, direct, indirect, incidental, special, consequential, or punitive damages, even if The Company has been advised of the possibility of such damages.

As explained above (**6. THIRD-PARTY LINKS AND CONTENT**), the MassaBridge Site may contain links to third-party websites or other online resources. These links are provided for convenience only and do not imply endorsement, recommendation, or warranty by the Company of the content, products, services, or actions of these third parties. The Company does not control and cannot be held responsible for the content or actions of these third-party sites. You acknowledge and agree that the Company shall not be liable for any losses, damages, or harm resulting from your use of third-party sites or your interactions with third parties.

Moreover, you acknowledge that all actions taken on the MassaBridge, including the addition of tokens, are undertaken at their own initiative and risk. The Company disclaims any liability for the consequences resulting from the user's actions on the platform, including financial transactions, asset exchanges, and any other use of the platform.

Please note that in certain jurisdictions, the exclusion of implied warranties may not be applicable to you. Similarly, some jurisdictions might not allow limitations on the duration of an implied warranty, thus the mentioned limitation may not apply to you.

8. PROPERTY RIGHTS

The MassaBridge Site, including, unless otherwise indicated, its content, features and functionality, is the property of the Company and is protected by intellectual property rights, including, but not limited to, copyrights, trademarks, patents, trade secrets and other proprietary rights. You acknowledge and agree that the Company retains all right, title and interest in and to the

MassaBridge Site, and that any unauthorized use, reproduction, modification or distribution of the content of the Site may violate applicable laws and result in severe legal consequences.

Subject to these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the MassaBridge Site solely for your personal, non-commercial use. This license does not grant you any right to copy, modify, distribute, display or create derivative works based on the MassaBridge Site, or any portion thereof, without the prior written consent of the Company.

Specifically, by accepting these terms you acknowledge that:

- (a) You agree not to reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, upload, store or transmit any materials on the MassaBridge Site, except as expressly permitted by these Terms.
- (b) You acknowledge that any feedback, suggestions, or ideas provided by you to the Company regarding the MassaBridge Site may be used by the Company without any obligation to compensate you for such contributions. You hereby grant the Company a perpetual, irrevocable, non-exclusive, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, distribute, modify, create derivative works based on, publicly display, publicly perform, and otherwise exploit such feedback, suggestions, or ideas for any purpose, without any obligation to you.
- (c) You are prohibited from using any trademarks, logos, or service marks without the prior written consent of the Company or the respective owners.
- (d) You acknowledge and agree to respect the intellectual property rights of the Company and third parties, and to comply with all applicable laws and regulations concerning intellectual property.

If you believe that your intellectual property rights have been infringed upon by any content on the MassaBridge Site, please contact us using the Contact information at the end of this document.

9. FORCE MAJEURE EVENT

The Company shall not be held liable for any failure or delay in performing its obligations under these Terms of Use, including the provision of MassaBridge for the Buildnet, if such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" refers to any unforeseeable and exceptional event beyond the control of the Company that prevents or hinders the performance of its obligations. This includes, but is not limited to, war, terrorism, riots, embargoes, acts of civil or military authorities, decisions by regulatory authorities, fire, floods, accidents, strikes, epidemics, pandemics, network outages, cyberattacks, or any other similar event that is beyond the reasonable control of the Company.

In the event of a Force Majeure Event, the Company shall take all reasonable steps to mitigate the effects of the Force Majeure Event and resume performance of its obligations as soon as practicable.

During the occurrence of a Force Majeure Event, The Company's obligations under these Terms of Use shall be suspended. The Company shall make reasonable efforts to mitigate the impact of the

Force Majeure Event and to resume its obligations as soon as the event ceases to hinder its performance.

If a Force Majeure Event continues for an extended period and materially affects the provision of MassaBridge, the Company may choose to terminate these Terms by posting a message on the Site to inform the Users.

10. GOVERNING LAW; DISPUTE RESOLUTION; NO ACTION WAIVERS

10.1. Governing Law

All disputes or claims arising out of, relating to, or in connection with these Terms, their breach, or the use of the Massa Bridge shall be definitively settled by the competent courts of France. In the event of a dispute, the parties mutually agree that the competent jurisdiction shall be that of the Tribunal Judiciaire of Paris.

10.2. Dispute Resolution

Before resorting to the competent courts, the parties commit to undertaking a pre-dispute conciliation process aimed at resolving any potential disputes. The party asserting a dispute with the other party shall provide written notification to the other party, clearly stating the nature of the dispute (the "Conciliation Request").

Within thirty (30) days of receiving the Conciliation Request, the parties shall convene, either in person or remotely, and make genuine efforts to amicably settle the dispute. Each party pledges to actively and in good faith participate in the conciliation proceedings.

If the parties succeed in reaching an agreement through the conciliation process, the agreement will be formalized in writing and signed by both parties to signify their consent (the "Conciliation Agreement"). This Conciliation Agreement shall be binding on the parties and shall govern the resolution of the dispute.

Should the parties fail to reach an agreement within thirty (30) days from the commencement of the conciliation process, each party shall be entitled to pursue recourse in the competent courts as stipulated in the "Dispute Resolution" clause mentioned above.

All discussions, statements, and communications conducted during the conciliation process are to be treated as confidential and shall not be utilized or disclosed in any subsequent judicial proceedings, except when necessary to enforce the Conciliation Agreement or as required by applicable law.

10.3. No Class Action Waivers

Users agree to waive any right to bring or participate in any class, consolidated, or representative action regarding any dispute arising out of or relating to these Terms. The failure of the Company to enforce any right or exercise any remedy provided in these Terms shall not constitute a waiver of such right or remedy unless expressly stated otherwise.

Any waiver by the Company of any right or remedy under these T&S shall only be effective if it is in writing and signed by an authorized representative of The Company. Such waiver shall apply only

to the specific provision and incident for which it is given and shall not create a precedent for future waivers.

All rights and remedies not expressly granted by these Terms are reserved to The Company. No provision of these T&S shall be interpreted as implicitly granting, by estoppel or otherwise, any additional rights or remedies to any party. In the event of a continuing or repeated breach of these T&S by a User, the Company reserves the right to exercise all rights and remedies provided herein, as well as any other rights or remedies available under the law, without prejudice to its ability to act with respect to subsequent similar violations or other breaches.

11. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and The Company regarding your use of the Site and Services, and supersede all prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and The Company regarding your use of the Site and Services.

12. PRIVACY

Please read our Privacy Policy.

13. CONTACT INFORMATION

Email: info.bridge@massa.net