TERMS OF USE

MASSA DECENTRALIZED WEB

Date: **March 21st, 2025**

1. INTRODUCTION

Welcome to Massa Decentralized Web (the "**Massa Decentralized Web**" or the "**Massa DeWeb**"), a fully decentralized on-chain web ecosystem provided on the Massa blockchain (the "**Massa Blockchain**").

The underlying technology of Massa DeWeb (the "**Protocol**") was initially developed by Massa Labs, a company incorporated under French law ("**Massa Labs**", "**we**", "**us**", or "**Us**"), and supported by Massa Foundation, a foundation incorporated under Swiss law ("**Massa Foundation**"). Following its launch, Massa DeWeb operates in a fully decentralized manner, free from intermediaries of any central authority exercising control over the infrastructure.

The Massa DeWeb allows developers to build and host their projects directly on the Massa Blockchain. This unique approach mitigates the risks of censorship and hacking, providing a seamless Web 3 experience for users.

Developers can register ".massa" domains using Massa Name System (the "**Massa Name System**", "**MNS**"), a decentralized, blockchain-based naming protocol, and build and host both front-end and back-end components of their websites or decentralized applications ("Dapps") directly on the Massa Blockchain ("**Decentralized Web Hosting**").

These terms of use (together with all appendices and exhibits hereto, which are hereby incorporated by reference, these "**Terms**," or this "**Agreement**") explain the terms and conditions by which You, as a user ("**User(s)**"), either personally or on behalf of an entity ("**you**" or "**You**"), may access and use the Massa DeWeb Protocol and the on-chain systems provided within its fully decentralized ecosystem.

2. ACCEPTANCE OF TERMS

> **By accessing, using, or otherwise interacting with Massa DeWeb in any manner, including but not limited to accessing it through your local server or utilizing any features and systems available via the website-hosted user interface provided by Massa DeWeb Providers, You acknowledge that you have read, understood, and fully accepted these Terms. Your use of Massa DeWeb constitutes your acceptance of these Terms and agreement to comply with the decentralized rules governing its use.**
>
> **If you do not agree to these Terms, You are not authorized to access or use Massa DeWeb and must refrain from doing so.**

3. DEFINITIONS

The definitions provided in **Appendix A** of these Terms apply to all capitalized terms used herein.

4. THE MASSA DEWEB AND ITS ON-CHAIN SYSTEMS

4.1. THE MASSA DEWEB

The purpose of the Massa DeWeb is to create an on-chain, fully decentralized, web ecosystem, addressing security and reliability concerns associated with centralized servers. By storing all websites on-chain, the risks associated with centralized servers, such as single points of failure and vulnerability to hacks, are eliminated. This approach enhances security, ensuring that websites are resilient against censorship and attacks, and provides true freedom and accessibility to everyone.

The Massa DeWeb allows developers to build and host their projects directly on the Massa Blockchain, using MNS to register ".massa" domains on-chain and the Decentralized Web Hosting protocol for uploading the front-end of their applications or websites on the Massa Blockchain.

4.2. THE MNS PROTOCOL

The MNS available on the Massa DeWeb is a decentralized blockchain-based naming protocol which enables Users to register ".massa" domain name(s) (the "**Massa Name(s)**") on the decentralized domain name system ("**DNS**") on Massa Blockchain, creating unique, recognizable web addresses.

The MNS operates as a decentralized system and is not governed by or affiliated with the Internet Corporation for Assigned Names and Numbers (ICANN). MNS does not function as a traditional domain name registry and should not be construed as such.

Massa Names are on-chain, fully replicated, and immutable NFTs that Users can mint for unique domain names.

4.3. THE DECENTRALIZED WEB HOSTING PROTOCOL

Decentralized Web Hosting enables Users to design and host their applications or websites's front-end using HTML, CSS, Javascript, and other familiar web technologies, eliminating the need for third-party hosting services.

Users may manage their website development on the Massa Blockchain and upload their content by using the command-line tool made available in the Massa Documentation, such as at this URL https://docs.massa.net/docs/deweb/cli/overview or via any other tool provided to Users for using the Decentralized Web Hosting system.

5. ELIGIBILITY

To use the Massa DeWeb You represent and warrant that You meet the following criteria:

1. **Age requirement**: You must be at least 18 years old or the legal age of majority in Your jurisdiction, whichever is greater, to access and use the MNS.

2. **Legal capacity**: You must have the legal authority and capacity to enter into binding contracts under applicable law. By registering, You confirm that You are not prohibited from using the MNS and its Protocol under the laws of their jurisdiction.

3. **Jurisdictional compliance**: You are responsible for ensuring that Your use of the Massa DeWeb, complies with all local laws and regulations in your jurisdiction, in Switzerland and in France. You may not use the Massa DeWeb for any illegal activities, including but not limited to activities that violate local, national, or international laws or regulations.

4. **Prohibited Users**: individuals or entities that are subject to sanctions or restrictions by regulatory authorities, including those appearing on international sanctions lists, are not eligible to use the Massa DeWeb.

5. **Accurate information**: When using the Massa DeWeb, You must use your own Massa Wallet, and provide accurate, current, and complete information.

6. USE OF MASSA DEWEB

6.1. ACCESS TO MASSA DEWEB

To start using Massa DeWeb, Users must either operate a local DeWeb server or get access via a Massa DeWeb provider ("**Provider**"), which provides access to Massa DeWeb through its own domain.

Specific terms governing the hosting and access to the Massa DeWeb may vary depending on the Massa DeWeb Provider chosen by the User. However, the core rules governing the use of the Massa DeWeb are defined and enforced through smart contracts underlying the Massa DeWeb Protocol.

By interacting with a specific Massa DeWeb Provider, Users agree to any additional terms imposed by that Provider, provided such terms do not conflict with the Massa DeWeb Protocol's rules. You are responsible for conducting your own diligence on interfaces from DeWeb Providers enabling You to access to the DeWeb and its systems, and to understand the fees and risks that they might present.

6.2. MASSA NAME SYSTEM

6.2.1. REGISTRATION

Users may select their desired Massa Name in the registration section of the MNS interface, made available on https://mns.massa.network/. If the name is available, Users can register it by completing the registration process and paying the required fee in MAS Tokens, as outlined in Section 6.2.2.

Users are solely responsible for choosing and verifying the availability of their desired Massa Name during the registration process. The decentralized nature of the MNS protocol ensures that all registration operations are executed transparently on the Massa Blockchain, but it does not involve direct oversight or control over individual User decisions.

Once registered, Massa Names are recorded immutably in the Massa Blockchain.

By registering a Massa Name, Users acknowledge and agree that their Massa Name is unique, represented as an NFT recorded on the Massa Blockchain. Ownership and management of this NFT are fully dependent on the security and operability of their Massa Wallet.

6.2.2. Registration fees

The registration fee for a Massa Name is determined by the length of the name:
- 10,000 MAS Tokens for a 2-character Massa Name;
- 1,000 MAS Tokens for a 3-character Massa Name;
- 100 MAS Tokens for a 4-character Massa Name;
- 10 MAS Tokens for a 5-character Massa Name;
- 1 MAS Token for Massa Names of 6 or more characters.

To complete the registration, Users must use their connected Massa Wallet to pay the required fee in MAS Tokens, as well as any other applicable fees or taxes.

Users are solely responsible for any blockchain network fees (e.g., gas fees) incurred during transactions on the Massa Blockchain, including those related to Massa Name registration, transfers, or updates. These fees will be calculated by the Protocol and the blockchain nodes and clearly displayed to the User before confirming the transaction.

6.2.3. Duration of Massa Name Registration

Massa Names are registered for an unlimited period of time upon purchase.

Once a Massa Name is successfully registered, it is permanently recorded on the Massa Blockchain. Ownership of the Massa Name remains tied to the User's Massa Wallet and remains with the User until it is explicitly transferred to another party, as described in section 6.2.5 below.

Neither Massa Labs, nor the Massa Foundation can remove or alter a Massa Name once it has been registered. The decentralized nature of the Protocol ensures that all registrations are immutable and securely recorded on the blockchain.

However, Massa DeWeb Providers may implement whitelisting/blacklisting mechanisms to manage access to specific Massa Names within their services. Such whitelisting/blacklisting is solely at the discretion of the respective Massa DeWeb Providers and is not managed or enforced by Massa Labs or the Massa Foundation.

6.2.4. Finality of Sales

All purchases made through MNS are final and non-refundable.

However, Users may choose to release their Massa Name by using the "trash" icon in the management section of the MNS interface. The Massa Name may be burnt, or the User may choose to release its Massa Name to the Protocol, and thus receiving a refund of 50% of the MAS Tokens originally paid for the registration.

6.2.5. TRANSFERRING MASSA NAMES

Massa Names are represented as unique NFTs on the Massa Blockchain. As the owner, You may transfer Your Massa Name to another Massa Wallet through the appropriate functions provided by the Protocol. The transfer will be recorded immutably on the blockchain.

Once a Massa Name is transferred, all rights and responsibilities associated with it are also transferred to the recipient. The previous owner will no longer have control or authority over the Massa Name or any associated content.

6.2.6. CHANGING THE TARGET ADDRESS

Massa Name owners may update the address their domain name link to by using the management tools provided in the MNS interface. This allows owners to change the target of their Massa Name to a new decentralized website hosted on Massa DeWeb.

All changes to the target address are executed on the Massa Blockchain.

6.3. DECENTRALIZED WEB HOSTING PROTOCOL

6.3.1. UPLOADING CONTENT

To deploy a website or a DApp on the Massa Blockchain, Users may use the Massa DeWeb command-line tool (CLI).

Before uploading, Users must ensure the following: (a) they have a Massa Wallet to verify ownership of the website; (b) they have the Massa node URL intended for processing the upload; and (c) the website or DApp files are stored in a local directory and comply with the requirements specified in the Massa DeWeb CLI.

6.3.2. ACCESS TO THE WEBSITE OR DAPP

To be able to access your website or DApp, You need to associate it with a Massa domain, meaning that a Massa Name needs to be assigned to your website to link your deployed website address to a custom Massa domain.

6.3.3. FEES

A one-time storage fee is required to use the Protocol. This fee will be based on the size of the website/DApp files, calculated at a fixed rate of 0.0001 MAS per byte stored. A minimum of 0.001 MAS is required to create new storage entry. Users must lock the corresponding amount of MAS coins to store their website files, and these tokens remain locked for as long as the storage is in use. The storage fee and related protocol parameters may evolve over time, subject to changes introduced through governance decisions or Protocol upgrades.

If a User deletes stored content, the corresponding locked coins are refunded to their balance. Expanding a website or adding new files requires additional storage fees, calculated based on the increased file size. Massa DeWeb does not impose monthly fees or bandwidth charges, ensuring that Users only pay for the storage they use when uploading or updating files.

Users are solely responsible for any blockchain network fees (e.g., gas fees) incurred during transactions on the Massa Blockchain, including those related to uploads, updates, or deletion of content by Users. These fees will be calculated by the Protocol and the blockchain nodes and clearly displayed to the User before confirming the transaction.

6.4. RESPONSIBILITY AND SECURITY

USERS BEAR FULL RESPONSIBILITY FOR THE MASSA NAME THEY REGISTER AND THE CONTENT THEY UPLOAD ON MASSA DEWEB. YOU MUST ENSURE THAT YOUR CHOSEN MASSA NAME AND ALL HOSTED CONTENT ADHERE TO APPLICABLE LAWS AND REGULATIONS. THIS OBLIGATION ALSO COVERS ANY ACTIVITIES OR MATERIALS ACCESSIBLE THROUGH THE DOMAIN ASSOCIATED WITH THE MASSA NAME.

THE MASSA DEWEB PROTOCOL OPERATES AS NEUTRAL, DECENTRALIZED INFRASTRUCTURE POWERED BY DECENTRALIZED LEDGER TECHNOLOGY. DUE TO MASSA DEWEB FULLY DECENTRALIZED NATURE, NEITHER MASSA LABS, NOR THE MASSA FOUNDATION HAS CONTROL OVER OR RESPONSIBILITY FOR THE LEGALITY, APPROPRIATENESS, OR CONSEQUENCES OF USERS' SELECTED MASSA NAMES OR ANY CONTENT UPLOADED ON THEIR WEBSITES OR APPLICATIONS HOSTED ON THE MASSA DEWEB, OR ACTIONS ASSOCIATED WITH THEM.

BY USING THE MASSA DEWEB PROTOCOL, USERS ACKNOWLEDGE AND AGREE THAT THEY BEAR FULL RESPONSIBILITY FOR THEIR CHOICES AND ACTIONS AND THAT NO CENTRALIZED ENTITY OR OPERATOR IS AVAILABLE TO INTERVENE OR REMEDY ISSUES ARISING FROM THEIR USE. USERS ACKNOWLEDGE THAT ALL CONTENT UPLOADED AND ASSOCIATED WITH THEIR MASSA NAME MUST COMPLY WITH APPLICABLE LAWS AND REGULATIONS. MASSA LABS AND THE MASSA FOUNDATION DISCLAIM ANY RESPONSIBILITY FOR THE LEGALITY, APPROPRIATENESS, OR QUALITY OF THE CONTENT UPLOADED BY USERS.

TO ACCESS AND USE THE MASSA WEB PROTOCOL, USERS MUST CONNECT THEIR MASSA WALLET. USERS ARE SOLELY RESPONSIBLE FOR SECURING THEIR MASSA WALLET CREDENTIALS AND PRIVATE KEYS. THE LOSS OR COMPROMISE OF WALLET CREDENTIALS MAY RESULT IN THE IRREVERSIBLE LOSS OF ACCESS TO THE REGISTERED MASSA NAME, ASSOCIATED NFTS, WEBSITE CONTENT, AND OTHER FUNCTIONALITIES.

THE MASSA COMMUNITY MEMBERS, MASSA LABS, AND THE MASSA FOUNDATION DISCLAIM ALL LIABILITY FOR ANY LOSS OF ACCESS, OWNERSHIP, OR CONTROL OVER MASSA NAMES CAUSED BY THE COMPROMISE, MISUSE, OR LOSS OF WALLET CREDENTIALS. USERS ACKNOWLEDGE THAT NO RECOVERY OPTIONS ARE AVAILABLE UNDER SUCH CIRCUMSTANCES.

7. USE OF THE MASSA DEWEB

7.1. RESPONSIBILITY OF USE

Users are solely responsible for the content, activities, and interactions associated with their Massa Name, website, and/or applications hosted on Massa DeWeb. Any misuse of Massa DeWeb, including but not limited to hosting illegal content, infringing intellectual property rights, or engaging in fraudulent activities, may result in actions, including blacklisting by Massa Web Providers or legal action.

The Massa DeWeb Protocol is fully decentralized and neutral, with no central authority enforcing content moderation. Responsibility for identifying and flagging inappropriate use of Massa Names or hosted content lies with the broader user community, as outlined in Section 16 of these Terms. Massa Labs and Massa Foundation do not monitor, moderate, or intervene in the use of Massa DeWeb.

Flagged Massa Names and associated content may be publicly identified for transparency. Individual DeWeb Providers maintain full discretion to implement restrictions or other measures in response to flagged content.

7.2. PROHIBITED USES

By accessing or using Massa DeWeb, including the MNS procotol, the Decentralized Wesite hosting protocol, and other associated systems, you agree not to engage in any activities that are unlawful, violate these terms, or conflict with the intended purpose of Massa DeWeb.

The following actions are strictly prohibited:

1. **Hosting or distributing illegal content**: You may not use Massa DeWeb to store, host, distribute, or facilitate access to any form of illegal content, including but not limited to:
   - child sexual abuse material (CSAM) or any form of pedophilic content;
   - terrorist propaganda or materials promoting violence or hate crimes;
   - content promoting or facilitating human trafficking, exploitation, or abuse;
   - unlawful gambling, drug sales, or other prohibited commercial activities;
   - materials that infringe on intellectual property rights, such as unlicensed copyrighted works, pirated software, or counterfeit goods.
2. **Engaging in fraudulent, malicious, or deceptive activities**: You may not use Massa DeWeb for scams, phishing, identity theft, Ponzi schemes, financial fraud, or other deceptive practices intended to exploit or defraud others.
3. **Unauthorized access and security violations**: You may not attempt to gain unauthorized access to Massa DeWeb systems, registered Massa Names owned by other Users, or infrastructure supporting the decentralized web. This includes hacking, exploiting vulnerabilities, or compromising the security of Massa DeWeb Protocol.
4. **Bad faith registrations and misuse of Massa Names**: You may not register Massa Names in bad faith, including for:
   - cybersquatting (registering names for resale at inflated prices without intent to use);
   - impersonating individuals, brands, or organizations; or
   - disrupting the intended functionality of Massa DeWeb's DNS or website hosting.
5. **Tampering with the Protocol or associated systems**: You may not attempt to reverse-engineer, decompile, modify, or tamper with the Massa DeWeb Protocol, smart contracts, or related infrastructure in any way that undermines security or stability.
6. **Spreading malware or harmful code**: You may not use Massa DeWeb to transmit, distribute, or store malware, viruses, or any malicious code designed to compromise, damage, or interfere with the integrity of Massa DeWeb or its Users.
7. **Abusing network resources**: You may not engage in activities that overburden the network or disrupt decentralized web services, including excessive automated registrations, spam deployments, or distributed denial-of-service (DDoS) attacks.
8. **Violating the Massa Community Charter**: You may not use Massa DeWeb in a way that harms the reputation, security, or integrity of the Massa blockchain or its community of Members. This includes actions that introduce systemic vulnerabilities, or violate principles set by the Massa community.

Any violation of this clause may result in corrective actions, including the flagging of your Massa Name, restrictions imposed by Massa DeWeb Providers, or reporting to legal authorities when required. Massa Labs and Massa Foundation do not actively moderate content or enforce restrictions. However, Massa DeWeb Providers and the Massa community may independently implement blacklisting or other enforcement mechanisms to prevent misuse.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. OWNERSHIP OF MASSA DEWEB

The Massa DeWeb trademarks, graphics, logos, icons, images, and other proprietary elements, is the exclusive property of Massa Labs and is protected by copyright, trademark, and other intellectual property laws.

8.2. OPEN-SOURCE PROTOCOL

The Massa DeWeb Protocol, including its smart contracts and core code, was developed by Massa Labs. It is licensed under the Massa Labs open-source license, which permits use, modification, and distribution in compliance with the terms of the license, including compliance with the Massa Community Charter.

8.3. MASSA NAME(S)

Massa Names are owned by Users as non-fungible tokens, upon registration and are recorded immutably on the Massa Blockchain. Ownership of a Massa Name does not confer intellectual property rights unless it corresponds to a legally protected identifier, such as a trademark.

8.4. CONTENT OF WEBSITES OR APPLICATIONS

Any content uploaded by Users through Massa DeWeb remains the property of the User. By submitting such content, Users grant a worldwide, royalty-free, non-exclusive license to for the necessary distribution and availability of their content within the Massa decentralized ecosystem.

8.5. PROHIBITED USE

Users are prohibited from:

1. copying, modifying, or distributing proprietary elements of the Massa DeWeb interface or branding as stated in section 8.1., without prior authorization from Massa Labs;

2. using Massa Labs or Massa Foundation' trademarks or logos without permission, except as allowed under applicable law;

3. violating the terms of the open-source license applicable to the Massa DeWeb Protocol.

9. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MASSA LABS, AND, WHERE APPLICABLE, THE MASSA FOUNDATION, DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE MASSA DEWEB AND ITS ASSOCIATED SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY GUARANTEES REGARDING THEIR RELIABILITY, TIMELINESS, QUALITY, ROBUSTNESS, SECURITY, SUITABILITY, OR AVAILABILITY. MASSA LABS AND, WHERE APPLICABLE, THE MASSA FOUNDATION, MAKE NO WARRANTIES THAT THE MASSA DEWEB, OR ANY OF ITS RELATED SYSTEMS WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR FREE OF DEFECTS, NOR THAT ANY DEFECTS WILL BE CORRECTED.

ADDITIONALLY, MASSA LABS AND, WHERE APPLICABLE, THE MASSA FOUNDATION, DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, APPROPRIATENESS, OR AVAILABILITY OF CONTENT UPLOADED AND HOSTED ON THE MASSA DEWEB, BLOCKCHAIN NETWORKS, OR THIRD-PARTY SERVICES OFFERED THROUGH THE MASSA DEWEB OR THE MASSA BLOCKCHAIN. USERS ACKNOWLEDGE THAT THE DECENTRALIZED NATURE OF THE MASSA DEWEB PRECLUDES CENTRALIZED CONTROL OR INTERVENTION, AND THAT ALL SYSTEMS AND THEIR PROTOCOL ARE USED AT THE USER'S SOLE RISK.

MASSA NAMES ARE MINTED AS NFTS ON THE MASSA BLOCKCHAIN AND ARE MAINTAINED SOLELY WITHIN THE USER'S WALLET. USERS SHALL USE THEIR MASSA WALLET TO

UPLOAD AND ACCESS THE CONTENT OF THEIR WEBSITE OR APPLICATION HOSTED ON MASSA DEWEB. MASSA LABS AND, WHERE APPLICABLE, THE MASSA FOUNDATION, MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE USER'S ABILITY TO ACCESS, MANAGE THEIR MASSA WALLET, NOR TO RETAIN THEIR MASSA NAME. USERS ARE SOLELY RESPONSIBLE FOR:

1. **SECURING AND MAINTAINING THEIR CRYPTOGRAPHIC KEYS AND WALLET CREDENTIALS;**

2. **ENSURING THEY UNDERSTAND HOW TO USE AND INTERACT WITH NFTS AND BLOCKCHAIN-BASED SYSTEMS;**

3. **TAKING NECESSARY PRECAUTIONS TO PREVENT LOSS, MISUSE, OR UNAUTHORIZED ACCESS TO THEIR WALLET.**

USERS FURTHER ACKNOWLEDGE THAT MASSA LABS AND THE MASSA FOUNDATION DO NOT PROVIDE RECOVERY OPTIONS OR REMEDIES FOR LOST OR COMPROMISED MASSA NAMES, WALLETS, OR CREDENTIALS, AS THE DECENTRALIZED NATURE OF THE BLOCKCHAIN DOES NOT PERMIT CENTRALIZED INTERVENTION.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB SHALL **NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES**. THIS INCLUDES, BUT IS NOT LIMITED TO **DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE**.

MASSA LABS, MASSA FOUNDATION, THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB **SHALL NOT BE HELD LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM THE USER'S INABILITY TO ACCESS OR USE THE MASSA DEWEB OR ANY RELATED SYSTEMS, INCLUDING ANY LOSS, ALTERATION, OR CORRUPTION OF DATA OR CONTENT ASSOCIATED WITH A DIGITAL WALLET OR CONTENT UPLOADED ON THE MASSA DEWEB**. SIMILARLY, MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB DISCLAIM ALL LIABILITY FOR ANY **UNAUTHORIZED ACCESS TO OR ALTERATION OF MASSA NAMES, WALLETS, DATA, OR CONTENT HOSTED ON THE MASSA DEWEB, AS WELL AS ANY INTERRUPTIONS, TECHNICAL FAILURES, OR DISRUPTIONS TO THE AVAILABILITY OR FUNCTIONALITY OF THE MASSA DEWEB PROTOCOL**.

USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INHERENT RISKS ASSOCIATED WITH BLOCKCHAIN TECHNOLOGY, INCLUDING BUT NOT LIMITED TO NETWORK DISRUPTIONS, PROTOCOL CHANGES, FORKS, CYBERSECURITY THREATS, AND THE LOSS OF ACCESS TO DIGITAL WALLETS OR PRIVATE KEYS, ARE BEYOND THE CONTROL OF MASSA LABS AND THE MASSA FOUNDATION. MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB DO NOT GUARANTEE THE SECURITY, RELIABILITY, OR PERFORMANCE OF ANY BLOCKCHAIN NETWORK OR WALLET AND SHALL NOT BE LIABLE FOR ANY LOSSES ARISING FROM SUCH RISKS. FURTHERMORE, MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB **DISCLAIM ALL LIABILITY**

FOR THE ACTIONS, OMISSIONS, OR ERRORS OF THIRD-PARTY SERVICE PROVIDERS, VALIDATORS, DEWEB PROVIDERS, OR OTHER ENTITIES EXTERNAL TO THE MASSA DEWEB ECOSYSTEM.

BY ACCESSING OR USING THE MASSA DEWEB, **USERS ASSUME FULL RESPONSIBILITY FOR THEIR DECISIONS AND ACTIONS, INCLUDING ANY TRANSACTIONS EXECUTED THROUGH THE MASSA DEWEB**. USERS EXPRESSLY WAIVE ANY CLAIMS AGAINST MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB FOR ANY CONSEQUENCES RESULTING FROM SUCH DECISIONS, ACTIONS, OR TRANSACTIONS.

IF ANY LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE MASSA DEWEB, OR THESE TERMS SHALL BE **STRICTLY LIMITED TO THE TOTAL FEES PAID BY THE USER FOR USING THE SYSTEMS PROVIDED BY THE MASSA DEWEB PROTOCOL.**

BY ACCESSING OR USING THE MASSA DEWEB, YOU ACKNOWLEDGE THE DECENTRALIZED NATURE OF THE SYSTEMS AND ACCEPT ALL RISKS ASSOCIATED WITH SUCH USE. YOU HEREBY RELEASE AND AGREE NOT TO HOLD LIABLE MASSA LABS, MASSA FOUNDATION, AND THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB FOR ANY LOSSES, DAMAGES, OR COSTS INCURRED OR THAT MAY BE INCURRED AS A RESULT OF YOUR USE OR INABILITY TO USE THE MASSA DEWEB, OR ANY RELATED SYSTEMS.

11. Limitation of liability for Protocol updates

USERS ACKNOWLEDGE AND AGREE THAT THE MASSA DEWEB PROTOCOL OPERATES IN A DECENTRALIZED ENVIRONMENT WHERE UPDATES OR MODIFICATIONS MAY BE IMPLEMENTED BY THE DECENTRALIZED COMMUNITY OF NODE RUNNERS ON THE MASSA BLOCKCHAIN. AS A RESULT, **A NEW VERSION OF THE PROTOCOL MAY BE DEPLOYED WITHOUT THE INVOLVEMENT OR CONTROL OF MASSA LABS, MASSA FOUNDATION, OR ANY CENTRAL AUTHORITY.**

TO THE FULLEST EXTENT PERMITTED BY LAW**, NEITHER MASSA LABS, MASSA FOUNDATION, OR THE DECENTRALIZED COMMUNITY OF NODE RUNNERS RESPONSIBLE FOR MAINTAINING THE MASSA BLOCKCHAIN AND MASSA DEWEB SHALL BE LIABLE FOR ANY LOSSES, DAMAGES, OR DISRUPTIONS ARISING FROM PROTOCOL UPDATES. THIS INCLUDES, BUT IS NOT LIMITED TO, LOSS OF ACCESS TO MASSA NAMES, WEBSITES, OR HOSTED CONTENT, INCOMPATIBILITY OF EXISTING DEPLOYMENTS, DATA LOSS OR CORRUPTION, SERVICE INTERRUPTIONS, SECURITY VULNERABILITIES, OR FINANCIAL LOSSES RESULTING FROM CHANGES IN PROTOCOL BEHAVIOR.**

USERS UNDERSTAND THAT USING MASSA DEWEB IS AT THEIR OWN RISK, AND CONTINUED USE AFTER AN UPDATE CONSTITUTES ACCEPTANCE OF ANY MODIFICATIONS. USERS ARE ENCOURAGED TO STAY INFORMED ABOUT PROTOCOL DEVELOPMENTS, MAINTAIN BACKUPS OF IMPORTANT DATA, AND IMPLEMENT NECESSARY SECURITY MEASURES.

12. Force Majeure

Massa Labs, Massa Foundation, and the decentralized community of node runners responsible for maintaining the Massa Blockchain and Massa DeWeb, shall not be liable for any failure or delay in

performing their respective obligations under these Terms, nor for any loss, damage, or inconvenience suffered by the User, due to circumstances beyond their reasonable control. Such circumstances include, but are not limited to, acts of war, threats of war, riots, civil strife, terrorist activity, industrial disputes, natural disasters, nuclear disasters or explosions, fires, severe weather conditions, epidemics or pandemics (including those impacting employees or contractors responsible for service operations), interruptions or failures of utility services (including electricity or internet outages), acts of local or national governments (including the imposition of economic sanctions), and cyber incidents such as cyber-terrorism, cyberattacks, hacking, bugs, distributed denial-of-service (DDoS) attacks, or other events materially affecting the functionality or operation of the MNS protocol or the blockchain on which it operates.

This clause applies when events beyond anyone's control significantly disrupt the ability of Massa Labs, Massa Foundation, or the decentralized node runners maintaining the Massa DeWeb Protocol to function or operate as intended. Even if reasonable precautions and alternative measures are taken, certain disruptions may be unavoidable. Users acknowledge that because the Protocol is decentralized, Massa Labs and Massa Foundation have no control over its operation and cannot intervene to fix or prevent disruptions caused by Force Majeure events.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Massa Labs, Massa Foundation, and the decentralized community of node runners responsible for maintaining the Massa Blockchain and Massa DeWeb, their affiliates, and each of their respective officers, directors, employees, agents, contractors, licensors, and service providers (collectively the "**Indemnified Parties**") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from or related to:

a) Your access to or use of the Massa DeWeb, or any related systems, including any misuse or unauthorized use of the Protocol or associated interfaces;

b) Your breach or alleged breach of these Terms or any applicable agreements, policies or guidelines governing your interaction with the Massa DeWeb Protocol, or related systems;

c) Your violation of any applicable laws, regulations, or orders of governmental or regulatory authorities in connection with your use of the Massa DeWeb, or related systems; and

d) any claims by third parties alleging that your actions, conduct, or content (including your selected Massa Name, and uploaded content) infringe upon their rights, including but not limited to intellectual property rights, trademarks, privacy rights, or any other proprietary or personal rights;

e) any claims, losses, or liabilities arising from your use of or interaction with the decentralized aspects of the Protocol, including but not limited to the operation of smart contracts, blockchain transactions, or interactions with third-party providers or services.

You agree to cooperate fully with the Indemnified Parties in the defense of any claim. Massa Labs and the Massa Foundation reserve the right, at their sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not, in any event, settle any claim without the prior written consent of Massa Labs or the Massa Foundation.

Your indemnification obligations shall survive the termination of these Terms and your cessation of use of the Massa DeWeb, or any related systems.

14. CHANGES TO TERMS

These Terms of Use govern the Massa DeWeb Protocol as it exists at the time of their release and cannot be modified or updated thereafter. Following the launch of Massa DeWeb, the Protocol functions as a fully decentralized web ecosystem, without intermediaries or central authority. As a

result, these Terms remain applicable only to the version of the Protocol available at the time of their publication and will be stored within the Massa DeWeb Protocol for reference.

Due to its decentralized nature, the Massa DeWeb Protocol may evolve over time as the Massa Community deploys new smart contracts or implements technical upgrades. In such instances, a new version of the Protocol may be introduced by the Community, accompanied by a new version of the Terms of Use. Once a new version of the Massa DeWeb Protocol is pushed, the previous Terms may become obsolete as the Protocol transitions to its latest iteration.

Users acknowledge and agree that, to the extent permitted by law, any new version of the Terms of Use will take effect immediately upon publication, unless explicitly stated otherwise. The latest version of the Terms of Use will supersede all prior versions, rendering previous terms legally ineffective unless otherwise specified. USERS BEAR FULL RESPONSIBILITY FOR STAYING INFORMED ABOUT PROTOCOL UPDATES AND UNDERSTANDING HOW THESE CHANGES MAY IMPACT THEIR USE OF THE MASSA DEWEB ECOSYSTEM.

BY CONTINUING TO USE THE MASSA DEWEB PROTOCOL, USERS ACCEPT THE RISKS ASSOCIATED WITH PROTOCOL UPGRADES AND ACKNOWLEDGE THAT MASSA LABS, MASSA FOUNDATION, AND ANY AFFILIATED PARTIES DO NOT CONTROL THE GOVERNANCE, UPDATES, OR MAINTENANCE OF THE PROTOCOL. USERS MUST REGULARLY REVIEW THE MASSA DEWEB DOCUMENTATION TO ENSURE COMPLIANCE WITH THE LATEST TERMS OF USE AND TAKE ALL NECESSARY STEPS TO PROTECT THEIR CONTENT, MASSA NAMES, AND OTHER ASSETS ASSOCIATED WITH THE PROTOCOL.

15. TERMINATION

Users may discontinue their use of the Massa DeWeb Protocol at any time. However, due to the decentralized and immutable nature of the Massa Blockchain, Massa Labs, Massa Foundation, or any other party cannot delete or reverse prior transactions, registrations, or uploaded content. Users acknowledge that terminating their use of the Protocol does not remove any Massa Name, website content, or other recorded activity from the Massa Blockchain.

AS THE MASSA DEWEB PROTOCOL EVOLVES, THE DECENTRALIZED COMMUNITY OF NODE RUNNERS MAINTAINING THE MASSA BLOCKCHAIN MAY PUSH A NEW VERSION OF THE PROTOCOL. IF THIS OCCURS, USERS WHO CHOOSE NOT TO TRANSITION TO THE UPDATED VERSION MAY EXPERIENCE LOSS OF FUNCTIONALITY, INCOMPATIBILITY, OR AN INABILITY TO INTERACT WITH THE LATEST PROTOCOL VERSION. MASSA LABS AND MASSA FOUNDATION DO NOT CONTROL OR ENFORCE SUCH CHANGES AND BEAR NO RESPONSIBILITY FOR ANY RESULTING DISRUPTIONS.

Additionally, while the Massa DeWeb Protocol itself is neutral, individual Massa DeWeb Providers may establish their own terms and conditions. Users acknowledge that providers may refuse to host certain content or restrict access to specific Massa Names based on their own policies. Such actions are solely at the discretion of the respective Provider and do not constitute enforcement by Massa Labs or Massa Foundation.

To the maximum extent permitted by law, Massa Labs, Massa Foundation, and any parties involved in the development, deployment, or support of Massa DeWeb shall not be liable for any losses, damages, or consequences arising from a User's voluntary termination, Protocol updates, DeWeb Provider decisions, or inability to access their assets due to private key loss or security breaches.

The provisions of these Terms that, by their nature, are intended to survive termination shall remain in full force and effect. This includes, but is not limited to, provisions related to indemnification, limitation of liability, governing law, dispute resolution, intellectual property rights, and any other clauses necessary to protect the rights and obligations of the parties.

16. MISCELLANEOUS / GENERAL PROVISIONS

16.1. ENTIRE AGREEMENT

These Terms, constitute the entire agreement between the parties regarding the Massa DeWeb Protocol, superseding all prior agreements, representations, and understandings related to the subject matter.

16.2. SALVAGE CLAUSE

If a court or competent jurisdiction finds that any provision of these Terms is illegal, invalid or unenforceable, the other provisions shall remain in full force and effect.

16.3. NO WAIVER

The failure or delay of Massa Labs, the Massa Foundation, or the decentralized community of node runners maintaining the Massa Blockchain to enforce any provision of these Terms shall not be deemed a waiver of their right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

16.4. ASSIGNMENT

You shall not assign any of your rights and obligations under these Terms. Any such attempt at assignment by You shall be void.

Massa Labs, the Massa Foundationn, or the decentralized community of node runners maintaining the Massa Blockchain may assign their rights, and obligations under these Terms, in whole or in part, at their sole discretion and without limitation.

16.5. ENGLISH VERSION

If there is an inconsistency between any of the provisions of this English language version and a translated version of these Terms, the provisions of this English language version shall prevail. Any translated versions shall be for convenience only.

16.6. GOVERNING LAW

These Terms shall be governed by the laws of Switzerland, to the exclusion of any rules of conflict of laws.

16.7. DISPUTE RESOLUTION

In the event of a dispute arising out of or in connection with these Terms, the parties agree to refer the dispute to arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre. The arbitral tribunal shall consist of one (1) arbitrator, the seat of arbitration shall be Geneva, Switzerland, and the language of arbitration shall be English. This arbitration agreement shall be governed by the laws of Switzerland.

Nothing in this clause prevents either party from seeking urgent provisional or interlocutory relief from a competent court or an equivalent decentralized mechanism to prevent irreparable harm pending final resolution of the dispute.

ANNEX 1 - DEFINITIONS

For the purposes of these Terms, the capitalized terms shall have the following definitions:

Decentralized Web Hosting refers to the hosting of websites directly on the Massa Blockchain, without reliance on centralized servers or intermediaries. Websites or DApps are uploaded via the Massa DeWeb command-line interface (CLI) and stored immutably on the blockchain, ensuring censorship resistance, security, and autonomy. Users retain full ownership and control over their content, secured by cryptographic keys, and can link their websites to Massa Names through the MNS.

DeWeb Website Index Smart Contract refers to the decentralized registry that stores metadata for all on-chain websites. The registry will later be used for indexing and decentralized search using the websites' metadata.

DNS stands for Domain Name System.

Intellectual Property Right(s) means past, present and future copyrights, patents, registered designs, design rights, know-how or any other proprietary or industrial right, which includes, without limitation, any patents, trademarks, service marks, registered designs, database rights, know-how, trade secrets, Confidential Information, trade and business names and any other similar protected rights in any country, whether registered or unregistered, as well as applications for any of these rights.

Massa Blockchain refers to Massa layer-1 blockchain protocol.

Massa Community refers to the decentralized network of node runners, developers, contributors who participate in the maintenance, governance, and evolution of the Massa Blockchain. As a fully decentralized network, the Massa Community collectively supports the Massa protocol's development, ensures network security, and drives innovation without reliance on a central authority.

Massa Community Charter means the Massa community charter available at this URL: https://github.com/massalabs/massa/blob/main/COMMUNITY_CHARTER.md

Massa DeWeb means the fully decentralized on-chain web ecosystem provided on the Massa Blockchain allowing Users to store their website or DApps fully on-chain (both the front-end and back-end hosting) and to register Massa Name through the decentralized MNS. Within these Terms, the Massa DeWeb protocol is also referred to as the "**Protocol**".

Massa Name(s) means the ".massa" on-chain domain names registered using the MNS protocol, creating unique, recognizable web

addresses. Massa Names are on-chain, fully replicated, and immutable non-fungible tokens (NFT).

Massa Name System/ MNS   Massa Name System is a decentralized blockchain-based domain naming protocol which allows Users and smart contracts to be recognized on the Massa Blockchain.

MAS Tokens   means the native tokens of the Massa Blockchain protocol.

Massa Wallet   means the non-custodial digital wallet designed to interact with the Massa Blockchain.

Personal Data   means any information relating to an identified or identifiable natural or legal person, an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Provider(s)   refers to the Massa DeWeb providers or any entity, company, or individual enabling access to the Massa DeWeb through their own domain, as described under https://docs.massa.net/docs/deweb/provider/setup-public-instance.

User(s)   means any natural person acting on his/her own behalf or any natural person acting on behalf of a legal person who makes use of the Massa DeWeb and its associated systems, including MNS or Massa Decentralized Web Hosting.

The User is also referred to as "**You**" or "**You**" as well as "**Your**" or "**Your**".