

NODE Token Sale

Terms and Conditions

These Terms and Conditions ('T&C') affect your legal rights and obligations which include but are not limited to waivers of specific rights and limitation of liability. They govern Your use of the Website and NODE. Please read and understand them carefully before you move ahead. If you do not agree to any of these T&C then you should immediately cease the use of the NODE Haven's website (<https://nodehaven.com/>) ('Website') and delete any information collected from it and refrain from use, purchase, sale or conduct of any other transaction related to the NODE Token. These T&C do not constitute an offer for the sale of securities.

1. Introduction

- 1.1. These T&C including any and all Accompanying Documents, constitute a legally binding agreement between NODE Haven and any and all Users of the Website or NODE Token as defined herein in the *-Definitions* (Clause 2).
- 1.2. Every person accessing the Website or using the Token should comply with the T&C. Continued usage of the Website or the use of the Token means that the User complies with the provisions of these T&C and any and all accompanying documents and provide valid consent to the same as per the laws applicable to you.
- 1.3. Users are recommended to immediately read and understand these T&C, the Token Sale Privacy and all other Accompanying Documents as it is implied that they consent to all the provisions of the T&C, the Token Sale Privacy and all other Accompanying Documents through their continued usage. If You do not agree with these T&C in general or any part of thereof, such Users should refrain from the use of the Website or the Tokens in any form.
- 1.4. In addition to consent through continued usage, Your consent for the Use of NODE Tokens, the Website and/or its additional features can also be provided by use of any authentication including by completing any required forms or through Use of the Website or clicking on any required buttons/links on the Website or through email or by use of any other authentication options provided by NODE Haven or through any other mode that is commonly used in the industry and is permitted by law.

2. Definitions

The terms defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly mentioned otherwise:

- (a) '**Accompanying Documents**' means other documents related to the NODE Haven and the Token Sale in addition to these T&C, including but not limited to the Whitepaper, Presentation(s), and KYC/AML guidelines for the Token Sale. In case of any discrepancies between Accompanying Documents and the T&C, the latter shall apply.
- (b) '**Affiliated Parties**' means any persons or entities that are related to the NODE Haven Team, including, but not limited to partners, employees, agents and contractors of the Company.
- (c) '**Agreements**' mean these T&C and any other rules, policies or procedures that may be issued by the NODE Haven Team and published from time to time on the Website (including the Accompanying Documents).
- (d) '**Applicable Law**' means the laws of the State of Wyoming, as well as applicable Federal Laws of the United States of America.

- (e) **'Cryptocurrency'** means digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) or any other permitted digital currency used by Users to purchase Tokens.
- (f) **'Ethereum Smart Contract' or 'ERC20'** refers to a digital computer protocol intended to facilitate, verify and enforce the negotiation, use and purchase of Tokens by a User.
- (g) **'Party'** refers to either the Website Owner or the User who are bound by these T&C and **'Parties'** refer to both of them together.
- (h) **'Use'** means use of the Website in any manner and/or use of the Token(s) in any manner including but not limited to sale, purchase, trading and transfer.
- (i) **'User' (also referred to as "You" or "Your" as required)** means any person who is at least 18 years old and, who uses the Website and/or Token, or a Token Sale participant, with or without prior registration and authorization. The Website Owner reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of Token Sale (i.e. Accredited participants, etc.) as shall be mentioned on the Website and Accompanying Documents.
- (j) **'NODE Haven Team'** means the creators of the NODE Haven idea and company model, and initiators of the NODE Token Sale as presented on the Website.
- (k) **'Tokens'** means cryptographic tokens, which have been/ will be released by NODE Haven in the token sale or through other methods. The mentioned Tokens would be released in compliance of the laws of the United States of America. Tokens, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right except as specially provided in the Whitepaper and/ or other Accompanying Documents. The NODE Token (defined in q.) utility is strictly for the reservation and payment of equipment produced by NODE Haven. As such, NODE Tokens are Utility Tokens as defined by Act No. 20 by the State of Wyoming.
- (l) **'Website Owner' (also referred to as "Company", "We", "Us")** means NODE HAVEN LLC, a company incorporated in Wyoming, USA. The Company is not a financial entity, investment entity, investment advisor, financial consultant or a partner, employer, agent or adviser for any User.
- (m) **'Website'** means the website - <https://nodehaven.com/> which is maintained and owned by the Website Owner.
- (n) **'Whitepaper'** means one of the Accompanying Documents published by the Website Owner on the Website, describing technical and marketing details of the NODE Token Sale, the idea and purpose of NODE Haven, as well as respective pricing and token distribution periods.
- (o) **'NODE Token Presale' or 'Pre-ITS'** means an offering to eligible Users to purchase Tokens. The Tokens are available in the Token Presale for a limited period of time for a bonus, and will be available through public sale and other processes as described on the Website and the Whitepaper.
- (p) **'NODE Token Sale' or 'ITS (Initial Token Sale)'** means an offering to eligible Users to purchase Tokens. The Tokens are available in the Token Sale for a limited period of time, and will be available through public sale and other processes as described on the Website and the Whitepaper.

- (q) **'NODE Token'** refers to the ERC20 token created by NODE Haven. Holders of NODE Token may use their NODE Tokens to reserve and/or purchase equipment produced by NODE Haven. In some jurisdictions, NODE Tokens can be classified as a security. Neither the Swiss FINMA, United States Securities and Exchange Commission, nor any other foreign regulatory authority has approved NODE Token as a security investment. NODE Token is not an investment vehicle and should not be viewed as such. NODE Tokens are purchased from NODE Haven, not invested in. NODE Tokens are Utility Tokens as defined by Act No. 20 by the State of Wyoming.
- (r) **'Product Development Vehicle' or 'PDV'** refers to the funding mechanism of the cooperative project operated by NODE Haven. All funds inside the PDV, including funds derived from the token sale, are owned wholly and exclusively by NODE Haven and may be used at NODE Haven's discretion.
- (s) **'PDV System of Equations' or 'SOE'** refers to the accounting model used to determine the number of NODE tokens used to reserve and purchase goods produced by NODE Haven.

3. General Provisions and Notes

- 3.1. **Important Note for Residents of United States of America, People's Republic of China, Singapore and their overseas territories or possessions ('Restricted States')**: The citizens, people domiciled in the Restricted States and residents of the Restricted States are responsible for knowing the restrictions and regulations of the jurisdiction in which they reside that may forfeit involvement in the Token Sale. Restrictions also extend to companies or other legal entities created and/or owned by citizens and residents of the Restricted States. Your continued Use of the Website and/or the Tokens means that you are not domiciled resident or a citizen of a Restricted State that excludes you from involvement in any NODE Token Sale or own a company or other legal entity based in the Restricted States. For other Users, if you become domiciled, resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States, you will inform us immediately.
 - (a) **Exception for residents of the United States of America**: Residents of the United States of America with 'accredited investor' status are eligible for participation in the token sale. This credential will be verified by a third-party verifier.
- 3.2. These T&C are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the T&C at any time by discontinuing the use of the Website and surrendering the Tokens held by them without any compensation or any other claims of any form against the Website Owner or NODE Haven Team.
- 3.3. The User acknowledges and accepts that these T&C are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion. The User's continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User's consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.
- 3.4. The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website and NODE Haven, and/or disable any access to the Website for any reason.
- 3.5. By using this Website each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence and citizenship):
 - (a) he (she) is of an age of majority to enter into these Agreements (at least 18 years of age),

- (b) meets all other eligibility and residency requirements, and is fully able and legally competent
- (c) to use the Website, enter into agreement with the Website Owner and in doing so will not violate any other agreement to which he (she) is a party;
- (d) he (she) has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;
- (e) if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;
- (f) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- (g) he (she) is not a resident or citizen of the Restricted States as specified.

3.6. A User shall not use the Website if under the Applicable Law and/or law of the country of User's residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any number of Tokens under the mentioned law should not access this Website and is prohibited from accessing, referencing, engaging, or otherwise using this Website.

3.7. Before using the Website and/or making any offer for purchase or purchasing any Tokens, a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these T&C. By using the Website each and any User confirms that he (she) has fully read and understood not only these T&C, but any Accompanying Documents and fully accepts their terms.

3.8. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Website Owner. The Website Owner does not guarantee their safety and conformity with any User expectations. Furthermore, We are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

4. Indemnity

4.1. To the extent allowable under Applicable Law, the User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, Affiliated Parties, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

4.2. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Token Presale or Token Sale,

accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of products under these T&C or any other authority or any other cause whatsoever beyond our absolute and direct control.

5. Exclusion of Warranties and Limitation of Liability Clause

- 5.1 Any and all purchases of Tokens through official NODE Haven sources or other future sales are final and non-refundable. By purchasing the Tokens, the User acknowledges that neither Website Owner nor any other of its Affiliated Parties are required to provide a refund for any reason, and that the User will not receive or demand money or other compensation for any Tokens that is not used or remains unused for any reason.
- 5.2 This Website and the Tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any number of Tokens and their use.
- 5.3 You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, the Website Owner or its Affiliated Parties do not accept any liability for any damage or loss, including loss of any savings, business, revenue, or profits, or future profits or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.
- 5.4 You understand and agree that the Website Owner and any of its Affiliated Parties shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value (if it is ever attributed to it) of the Tokens or cryptocurrency. The Website Owner shall not provide to the User any refund possibility (payout liquidity) for the purchased Tokens. The User understands and expressly agrees that the Website Owner shall not guarantee in any way that Tokens might be sold or transferred during or after the Tokens Presale or Sale.
- 5.5 You understand and agree that it is Your sole obligation to ensure compliance with any legislation relevant to Your country of citizenship, residency or domicile concerning use of this Website and Use and buying of the Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Tokens. In case of any change in legislation in Your country of citizenship, residency or domicile which makes the Use of the Website and/or Tokens illegal, you agree to cease use of the Website and/or Tokens immediately and absorb any possible losses arising out of the same. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase and/or purchase hereunder.
- 5.6 The Website Owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Website Owner shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 5.7 Acquisition of Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares. Holders of NODE Tokens are not entitled to any guaranteed form of interest, dividend or other revenue right unless specifically mentioned in the White Paper or the other Accompanying Documents. Holders of the NODE Tokens are only entitled to a limited right of the use of the Tokens as reservation and/or payment for NODE Haven’s mining products if successfully produced, Used and launched in accordance with the terms set out herein.
- 5.8 If Applicable Law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by Applicable Law. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of the Website, and that You should not accept any liability for

any illegal or unauthorized use of the Website. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase and/or purchase or the services or products provided by the Website hereunder.

- 5.9 Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with Users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. In case of those situations, the T&C and Accompanying Documents will govern you to the maximum permissible limits.

6. Disclaimers

- 6.0. NODE Haven will restrict NODE Tokens from appearing on any US-based Crypto-Exchange such as Bittrex.com. Should NODE Tokens appear on non-US Crypto-Exchanges such as Binance.com, NODE Haven makes the following disclaimer: Any cryptographic tokens that possess value in public markets, such as Bitcoins or Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of Tokens should be prepared to expect similar fluctuations, both down and up, in the price of Tokens denominated in respective cryptocurrency (BTC or ETH) or FIAT currencies of other such jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Website Owner cannot and does not guarantee market liquidity for Tokens. By purchasing Tokens, You expressly acknowledge and represent that You fully understand that you may not be able to sell the Tokens in any markets and experience volatility in pricing and will not seek to hold the Website Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of Tokens. NODE Haven intends for the NODE Tokens to be used for their utility and purpose described in Accompanying Materials, and not to be speculated on.
- 6.1. The purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks are unacceptable to You, You should not purchase Tokens. By purchasing Tokens, and to the extent permitted by Applicable Law, You are agreeing not to hold the Website Owner or any Affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with the risks set forth herein.
- 6.2. Should You proceed to purchase any Tokens and the product fails to be suitable for the special or particular purpose as intended by You, we will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Tokens).
- 6.3. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.
- 6.4. The Website Owner and the respective NODE Haven development team do not support any unfair or fraudulent practices and confirm their intention to develop and launch the NODE cryptocurrency miners and blockchain hardware. Due to the risks associated with developing cutting-edge technology, cryptocurrency and digital tokens market forces (including those described in this Section), the User understands and accepts that while the NODE Haven development team will make reasonable efforts to complete the mentioned project, it is possible that ready for market hardware may not be released or operational.

- 6.5. We will take serious steps to exclude any viruses from the Website and diligently work to mitigate any risk of viruses, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.
- 6.6. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.
- 6.7. The Tokens are unregulated. The Website Owner and the NODE Haven development team are closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Tokens. The Website Owner and/or NODE Haven Team or any of its Affiliated Parties are not financial institutions and currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, financial advisory, money changing, banking, fund management or investment advice. This Tokens' Presale and Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 6.8. This document or any other document, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 6.9. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not and does not offer and shall not be construed as investment or financial product.
- 6.10. There are no warranties and/or guarantees given that Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange services providers. In any case We will not enable exchange Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Tokens due to potential lack of liquidity.
- 6.11. NODE Haven is an operative entity managing a manufacturing company and not a financial intermediary.

7. Intellectual Property Rights

- 7.0. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Tokens, NODE Haven activities generally.
- 7.1. In no way shall these T&C entitle any User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Website Owner and is protected by national and international intellectual property rights protection laws.
- 7.2. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Website Owner.

8. Applicable Law And Dispute Resolution

- 8 All questions concerning the construction, validity, enforcement and interpretation of the Agreements shall be governed by and construed and enforced in accordance with the laws applicable to the State of Wyoming, in the United States of America.
- 8.1. To resolve any dispute, controversy or claim between them arising out of or relating to any of the Agreements, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than ninety (90) days following written notification of such controversy or claim to the other Party. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be **sent by e-mail to Company at contact@nodehaven.com**. Notice to you shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your purchase of Tokens or use of the Website or Services. Your notice to Us must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. In case the dispute could not be solved through negotiation, the parties will move for binding arbitration.
- 8.2. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- 8.3. The parties waive all their rights to claim Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- 8.4. The enforceability of this Clause 8 will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration, to the maximum extent permitted by applicable law.
- 8.5. Under these T&C, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

- 8.6. The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.
- 8.7. If any term, clause or provision of this Clause 8 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Clause 8 will remain valid and enforceable. Further, the waivers set forth in Clause 8.4 above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

9. Additional Provisions

- (a) **Complete Agreement:** These T&C set forth the entire understanding between each User and the Company and the NODE Haven Team with respect to the purchase and sale of Tokens. For facts relating to the sale and purchase, the User agrees to rely only on the Agreements in determining purchase decisions and understands that these documents govern the sale of Tokens and supersede any public statements about the Token Presale and Sale made by the NODE Haven Team or Company or individuals associated with NODE Haven Team or Company, past and present and during the Token Presale and Sale.
- (b) **Severability:** If any term, clause or provision of these T&C is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&C and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&C.
- (c) **Force Majeure:** The Company is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the Party injured by the other's inability to perform may elect to suspend the Agreements, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of force majeure on the injured Party.
- (d) **Cooperation with Legal Authorities:** The Company and NODE Haven Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.
- (e) **State Policies:** The Website Owner and its Affiliated Parties strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Website Owner in complying with all of the mentioned regulations and provide any necessary information if such is required from the User by the competent authority.

- (f) **Updates:** The Agreements may be updated with or without notice from time to time and the version available at the Website on a given date will be considered as the governing document for any incidents arising on that date. An update of the Agreements on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to the Agreements.
- (g) The Agreements will not be interpreted against one Party merely as it was drafted by the Party.
- (h) **Construction:** For purposes of Agreements, whenever the context requires:
- i. the singular number shall include the plural, and vice versa;
 - ii. the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and
 - iii. the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.
- (i) **Assignment:** The User shall not assign any of the Agreements, either in whole or in part, without the express prior written consent of the Website Owner. Any such attempted assignment shall be void.