

## TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS.

BY CLICKING “ACCEPT” AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

### 1. INTRODUCTION

- 1.1 Welcome to the Smart Delegation Program (“SDP”), owned and operated by Blockad s.r.o. (“RockawayX,” “we,” “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use our website, platforms, tools, features, functionalities and other services which are accessible at <https://smartdelegation.app>), our APIs, (collectively, the “Service”).
- 1.2 For purposes of these Terms, “user”, “you”, and “your” means you as the user of the Service who has been approved (whitelisted) by us. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorised representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.
- 1.3 RockawayX is not a wallet provider, exchange, broker, financial institution, or creditor. We do not have custody or control over Tokens or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, delegations, or sales of Tokens. To use our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.
- 1.4 The SDP is a service that, by way of providing advice, helps a user allocate their Tokens to individual Validators of a Supported Blockchain according to a policy set by the user. The policy is composed of (i) discretionary allocations, (ii) eligibility criteria and (iii) a scoring system. Discretionary allocations are fixed allocations to specified Validators that will be respected by the system while they are in effect. All other allocations are performance-based allocations and are governed by the eligibility criteria and by the scoring system.
- 1.5 Because we have a growing number of services, we sometimes need to provide additional terms for specific services (and such services are deemed part of the “Service” hereunder and shall also be subject to these Terms). Those additional terms and conditions, which are available with the relevant service, then become part of your agreement with us if you use those services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service.
- 1.6 RockawayX reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

### 2. ACCESSING THE SERVICE

- 2.1 Like much of web3, your blockchain address functions as your identity on the SDP. Accordingly, you will need (i) a blockchain address, (ii) a third-party wallet, and (iii) our approval to access the Service. Your account on the service (“Account”) will be associated with your blockchain address.
- 2.2 Your Account on the SDP will be associated with your linked blockchain address. By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet and with applicable laws. Wallets are not

operated by, maintained by, or affiliated with RockawayX or the SDP, nor do RockawayX and the SDP have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. RockawayX accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider.

- 2.3** Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account (you can contact us here).
- 2.4** You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (a) you are not located in a country that is subject to a U.K. Government, EU, UN or U.S. embargo; and (b) you have not been identified as a Specially Designated National or placed on any U.K. Government, EU, UN or U.S. list of prohibited, sanctioned, or restricted parties. You are solely responsible for ensuring that your access and use of the Service in a country, territory or jurisdiction you access it from does not violate any applicable laws.
- 2.5** RockawayX may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, RockawayX, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by RockawayX. If you do not provide complete and accurate information in response to such a request, RockawayX may refuse to restore your access to the Service.
- 2.6** Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that RockawayX, in its sole discretion, may elect to take.
- 2.7** We require all users to be at least 18 years old.

### **3. OWNERSHIP**

- 3.1** The Service, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the RockawayX logos and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of RockawayX or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.
- 3.2** RockawayX’s name, logo, trademarks, and any RockawayX product or service names, designs, logos, and slogans are the intellectual property of RockawayX or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other “hidden text” utilising “RockawayX” or any other name, trademark or product or service name of RockawayX or our affiliates or licensors without our prior written permission. In addition, the “look and feel” of the Service constitutes

the service mark, trademark or trade dress of RockawayX and may not be copied, imitated or used, in whole or in part, without our prior written permission.

- 3.3** All other third-party trademarks, registered trademarks, and product names mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by RockawayX.
- 3.4** We welcome feedback, comments, and suggestions for improvements to the Service (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that RockawayX may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to RockawayX any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

#### **4. LICENCE TO ACCESS AND USE OUR SERVICE AND CONTENT**

- 4.1** You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and personal licence to access and use the Service provided, however, that such licence is subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and licence to access and display such software, content, and materials provided to you as part of the Service, in each case for the sole purpose of enabling you to use the Service as permitted by these Terms.

#### **5. THIRD-PARTY CONTENT AND SERVICES**

- 5.1** RockawayX does not make any representations or warranties about third-party content visible through our Service, including any content associated with Supported Blockchains or the content displayed on the Service, and you bear responsibility for verifying the legitimacy, authenticity, and legality of delegating your Tokens on Supported Blockchains. We also cannot guarantee that any Validator visible on the SDP will always remain in operation and/or visible and/or available for delegating Tokens.
- 5.2** The Service may also contain links or functionality to access or use third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“Third-Party Materials”). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination.
- 5.3** Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of RockawayX, and may be “open” applications for which no recourse is possible. RockawayX is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. RockawayX provides links to these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

## **6. USER CONDUCT**

- 6.1** To protect our Service and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include disabling your ability to access our Service; and/or other actions.
- 6.2** You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:
- (a) Use or attempt to use another user's Account without authorization from such user;
  - (b) Pose as another person or entity;
  - (c) Use the Service – including through disseminating any software or interacting with any API – in a way that could damage, disable, overburden, or impair the functioning of the Service in any manner;
  - (d) Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
  - (e) Sell or resell the Service or attempt to circumvent any RockawayX fee systems;
  - (f) Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
  - (g) Use the Service for money laundering, terrorist financing, or other illicit finance;
  - (h) Use the Service from a country sanctioned by the government of the United Kingdom, the United States, the European Union or to facilitate transactions involving individuals sanctioned by them or located in sanctioned countries;
  - (i) Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;
  - (j) Use the Service to engage in fraud, or other deceptive, misleading, or manipulative activity;
  - (k) Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
  - (l) Infringe or violate the intellectual property rights or any other rights of others;
  - (m) Create or display illegal content, such as content that may involve child sexual exploitation;
  - (n) Use the Service for any illegal or unauthorized purpose.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1** You are solely responsible for your use of the Service and for any information you provide, including compliance with applicable laws, rules, and regulations, as well as these Terms, including the User Conduct requirements outlined above.

## **8. COMMUNICATION PREFERENCES**

- 8.1** By creating an Account, you consent to receive electronic communications from RockawayX (e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Account (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service and you may opt out of these communications through the Service or through your mobile device's operating system (with the possible exception of

important service announcements and administrative messages) by following the unsubscribe instructions provided.

## **9. INDEMNIFICATION**

**9.1** By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless RockawayX, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “RockawayX Parties”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, content, or content linked to or associated with any Supported Blockchain, (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or wilful misconduct. You agree to promptly notify RockawayX of any Claims and cooperate with the RockawayX Parties in defending such Claims. You further agree that the RockawayX Parties shall have control of the defence or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND ROCKAWAYX.

## **10. DISCLAIMERS**

**10.1** YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ROCKAWAYX EXPRESSLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. ROCKAWAYX (AND ITS SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. ROCKAWAYX DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ROCKAWAYX WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE ROCKAWAYX ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, ROCKAWAYX CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, CONTENT LINKED TO OR ASSOCIATED WITH ANY SUPPORTED BLOCKCHAIN, OR ANY SUPPORTED BLOCKCHAIN OR VALIDATOR YOU INTERACT WITH USING OUR SERVICE OR OUR SERVICE PROVIDERS’ SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE ROCKAWAYX PARTIES OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT

THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD ROCKAWAYX RESPONSIBLE FOR ANY BREACH OF SECURITY.

- 10.2** ROCKAWAYX WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF SUPPORTED BLOCKCHAINS, VALIDATORS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH SUPPORTED BLOCKCHAINS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORISED ACCESS OR USE; (D) ANY UNAUTHORISED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.
- 10.3** NO ROCKAWAYX PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOUR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF DELEGATING. NO ROCKAWAYX PARTY IS RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE SUPPORTED BLOCKCHAINS, INCLUDING FORKS, TECHNICAL VALIDATOR OR NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.
- 10.4** Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

## **11. ASSUMPTION OF RISK**

### **11.1** You accept and acknowledge:

- (a) The value and prices of cryptocurrency are subject to volatility and fluctuations. You acknowledge that you fully understand this volatility and that you may lose money.
- (b) The software will at times suggest transactions that you may at your discretion sign using your wallet. Such transactions are signed at your own risk and you understand that you should always diligently inspect transactions you sign in their entirety.
- (c) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of Tokens.
- (d) The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of Tokens.
- (e) You are solely responsible for determining what, if any, taxes apply to your transactions. RockawayX is not responsible for determining the taxes that apply to your Tokens and rewards from Delegating.
- (f) We do not control the public blockchains or any of the Supported Blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and RockawayX has no ability to reverse any transactions on the blockchain.

- (g) There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorised access to your third-party wallet or Account. You accept and acknowledge that RockawayX will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or any blockchain network, however caused.

- 11.2** If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOUR AT THE TIME OF AGREEING TO THIS RELEASE

## **12. LIMITATION OF LIABILITY**

- 12.1** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL ROCKAWAYX OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF ROCKAWAYX OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

- 12.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF ROCKAWAYX ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY ROCKAWAYX PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) £100 OR (B) THE AMOUNT RECEIVED BY ROCKAWAYX FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 12.3** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

## **13. PRIVACY POLICY**

- 13.1** Please refer to our Privacy Policy for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our

Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

#### **14. MODIFICATIONS TO THE SERVICE**

- 14.1** We reserve the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Service (or any features or parts thereof) at any time and without liability as a result.

#### **15. DISPUTE RESOLUTION**

- 15.1** You agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine or otherwise settle all and any disputes which may arise out of or in connection with these Terms or their subject matter.

#### **16. GOVERNING LAW**

- 16.1** These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of England and Wales (without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction).

#### **17. TERMINATION**

- 17.1** If you breach any of the provisions of these Terms, all licences granted by RockawayX will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

#### **18. SEVERABILITY**

- 18.1** If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms 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 Terms.

#### **19. INJUNCTIVE RELIEF**

- 19.1** You agree that a breach of these Terms will cause irreparable injury to RockawayX for which monetary damages would not be an adequate remedy and RockawayX shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

#### **20. EXPORT LAWS**

- 20.1** You agree that you will not export or re-export, directly or indirectly, the Service, and/or other information or materials provided by RockawayX hereunder, to any country for which the United Kingdom or any other relevant jurisdiction requires any export licence or other governmental approval at the time of export without first obtaining such licence or approval. In particular, but without limitation, the Service may not be exported or re-exported into any U.K. embargoed countries, U.S. embargoed countries and EU embargoed countries or any country that has been designated by the U.K. Government, EU Commission and/or U.S. Congress or agency as a “terrorist supporting” country, or (b) to anyone listed on any U.K. Government list of prohibited or restricted parties or any such list issued, approved or ratified by the UN, the EU or an U.S. agency.

- 20.2** By using the Service, you represent and warrant that you are not located in any such country or



on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United Kingdom export laws and regulations.

## 21. SURVIVAL

21.1 All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by RockawayX or you. Termination will not limit any of RockawayX's other rights or remedies at law or in equity.

## 22. MISCELLANEOUS

22.1 These Terms constitute the entire agreement between you and RockawayX relating to your access to and use of the Service. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you without the prior written consent of RockawayX, and RockawayX's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

22.2 The Service is operated by us in the Czech Republic. Those who choose to access the Service from locations outside the Czech Republic do so at their own initiative and are responsible for compliance with applicable local laws. You and RockawayX agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

22.3 Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

## 23. CERTAIN DEFINITIONS

23.1 As used in this Terms:

- (a) **“Supported Blockchain”** means any blockchain network for which the SDP is able to perform the Service;
- (b) **“Delegate”** or **“Delegating”** means non-custodial commitment of Tokens holdings by a User as a bond insuring the correct and permanent operation of a Validator of a Supported Blockchain; often referred to as “stake” or “staking”;
- (c) **“Token”** means the underlying digital asset of the Supported Blockchain;
- (d) **“Validator”** means a validator node, or an equivalent service validating blocks and/or transactions for a Supported Blockchain.