

## SWITCHBOARD – TERMS OF USE

Last Modified: November 07, 2023

**SWITCHBOARD IS A BRAND NEW SUITE OF BLOCKCHAIN-ORIENTED FUNCTIONALITIES THAT IS STILL IN ITS EXPERIMENTAL STAGES. USING THESE FUNCTIONALITIES MAY POSE SIGNIFICANT RISKS TO YOU AND YOUR ONLINE ASSETS. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING THESE RISKS AND YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU AND YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY USING THE WEBSITE OR OUR SERVICES, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT USE OUR WEBSITE OR SERVICES IF YOU: (A) DO NOT AGREE TO THESE TERMS; (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT; OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S FUNCTIONALITIES BY APPLICABLE LAW.**

### **1. Acceptance of the Terms of Use.**

These terms of use are entered into by and between you (the “**User**”) and Switchboard Technology Labs, Inc. (the “**Company**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (*collectively*, the “**Terms of Use**”), govern the User’s access to and use of <https://switchboard.xyz>, including any content, functionality, and services offered on or through <https://switchboard.xyz> (the “**Website**”).

The User must read the Terms of Use carefully before it starts to use the Website. **By using the Website, the User accepts and agrees to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If the User does not want to agree to these Terms of Use, the Privacy Policy, or any documents that are incorporated herein by reference, the User must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, the User represents and warrants that the User is at least the higher of legal age to form a binding contract with the Company in the User’s applicable jurisdiction or eighteen (18) years of age, and meets all of the foregoing eligibility requirements. Further, by using this Website, the User represents and warrants that the User is not a citizen or resident of, nor is located in, any country against which the United States has sanctioned or embargoed or where the use of the Website is otherwise illegal or impermissible, whether by rule, statute, regulation, bylaw, court adjudication or order, protocol, administrative statement, code, decree, or other directive, requirement or guideline, whether applicable on the Company, the Website, the Services, or on the User (or multiple of the foregoing) by an authority with valid and

enforceable jurisdiction (“**Applicable Laws**”). If the User does not meet all of these requirements, the User must not access or use the Website.

## **2. The Services.**

The Website provides access to aggregated information about multiple blockchain networks, including but not limited to the Aptos network, the Arbitrum network, the Aurora network, the Base network, the Core network, the Ethereum network, the Near network, the Optimism network, the Solana network, the Starknet network, the Sui network, and any other blockchain networks that we choose to support now or in the future (*collectively*, the “**Networks**”). The Company reserves the right to add more blockchain networks or cease supporting any of the currently-supported Networks at any time for any reason. The Website includes high-performance mechanisms that provide information in a form that the Networks can understand (such mechanisms, “**Oracle(s)**”) and other forms of support to the Networks and their communities. The Website displays certain types of informational feeds provided by Switchboard Oracles (“**Feeds**”), open-source documentation and related services, including but not limited to Oracle and node operation software code repositories and related resources, application programming interface (“**API**”) interfacing and informational guides, information about our software and the Website, and other resources for our community and the Networks’ communities at large. The Website also provides an interface for interaction (the “**Interface**”) with Switchboard’s decentralized suites of smart contracts compatible with the Networks to enable collaboration, communication, and compensation for those desiring information from Oracles and those who serve in such capacity (the “**Protocol**”). The foregoing services described in this paragraph, except the Protocol itself, are collectively referred to as the “**Services**.”

## **3. Relation Between the Website, the Interface, the Protocol, & the User.**

The Protocol allows those who interact with it to transact, communicate, and facilitate transactions related to the provision of Oracle functionality to the Networks’ ecosystems. The Protocol exists separately to the Services, and may involve payment between its participants related to its functioning. The Protocol’s open-source document repository may be found at <https://github.com/switchboard-xyz>. The Protocol is facilitated by a wide range of the Networks’ community members and technologies. Payments transmitted via the Protocol shall be made according to its programmatic terms, which are provided as-is and are available to you at your own risk. The Company makes no warranty or representation whatsoever related to Protocol or its proper functioning as intended. BY USING THE PROTOCOL, YOU UNDERSTAND AND ACCEPT THAT YOU ARE USING IT AT YOUR OWN RISK.

The Interface is the Company’s centralized user interface that allows parties to easily access the Protocol. However, the Interface is not the exclusive means of accessing the Protocol, and by using the Interface, the User may be interacting with participants who are not engaged with the Company under any form of formal relationship. While the Company may take certain actions related to the Services, Website, and Interface, the Company may not be able to do the same as related to the Protocol. For example, once a transaction or action is processed by the Protocol (whether submitted via the Interface or otherwise), it cannot be modified by the Company or any other discrete party. User

hereby acknowledges the foregoing, represents that it is technically sophisticated enough to understand the distinction between the Protocol and the Services, and agrees to waive any and all claims or liability against the Company whatsoever related to the Protocol or the transactions it facilitates.

#### **4. Blockchain Fees.**

The User's full use and enjoyment of the Services or the Protocol may require the User to pay transactional fees required by the Networks or another related blockchain or distributed ledger service ("**Blockchain Fees**"). These Blockchain Fees are not levied or collected directly or indirectly by the Company, but are instead determined by the User's use of the Services and the Networks according to the rules placed by the Networks' communities at large. The User acknowledges that the Company has no control over Blockchain Fees (including but not limited to, their applicability, payment, amounts, transmission, and effectiveness) whether related to the User's use of the Services or otherwise. The User agrees that in no event will the Company be responsible to the User or any other party for the payment, repayment, refund, disbursement, indemnity, or for any other aspect of the User's use or transmission of Blockchain Fees.

#### **5. Changes to the Terms of Use.**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in the section below entitled "Governing Law & Jurisdiction" will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

The User's continued use of the Website following the posting of revised Terms of Use means that the User accepts and agrees to the changes. **The User is expected to check this page each time it accesses this Website so the User is aware of any changes, as they are binding on the User.**

#### **6. Accessing the Website & User Security.**

We reserve the right to withdraw or amend this Website, and any Services or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part(s) of the Website or the Services are unavailable at any time or for any period for any reason. From time to time, we may restrict access to some parts of the Website, or the entire Website, to those who access the Website ("**Participants**").

The User is responsible for both:

- Making all arrangements necessary for the User to have access to the Website; and
- Ensuring that all persons who access the Website through the User's internet connection are aware of these Terms of Use and comply with them.

To access the Website, the Services, or some of the resources offered by the Company, the User may be required to utilize certain Web3 capabilities, such as a digital asset wallet capable of interacting with the User's web browser or the Networks' nodes ("**Web3 Utilities**"). It is a condition of the User's use of the Website and the Services that the User only operate such Web3 Utilities with a private key(s) that the User created or has the direct, explicit permission of the party who created the relevant private key(s). The User agrees that all information it provides to interact with the Website or otherwise, including, but not limited to, through the Interface, is governed by our Privacy Policy, and the User consents to all actions we take with respect to the User's information consistent with our Privacy Policy.

If the User utilizes a Web3 Utility that relies on a username, password, private key, or any other piece of information as part of its security procedures, the User must treat such information as confidential, and the User must not disclose that information to any other person or entity. The User also acknowledges that any identity linked to its Web3 Utility is personal to the User and agrees not to provide any other person with access to such identity. The User also agrees to ensure that it will lock or otherwise prevent its Web3 Utility from unauthorized use on this Website or the Services at the end of each session. If the User knows, believes, or has reason to believe that its private key(s) associated with a Web3 Utility has been unintentionally compromised by or exposed to another party, the User should transfer any assets or authorities associated with that private key to a newly generated, secure private key and cease using the previous one. The User should use particular caution when accessing the Website or the Services from a public or shared computer so that others are not able to view or record the User's password, private key, or other personal information. The Company is not responsible for any harms, damages, claims, injuries, or complaints related to the User's lost or compromised private key(s).

We have the right to disable any identity associated with a Web3 Utility (such as that represented by a public address) on the Website or to block any IP address from accessing the Website at any time in our sole discretion for any or no reason, including if, in our opinion, the User or that identity has violated any provision of these Terms of Use.

## **7. Intellectual Property Rights.**

Except any open-source software or other material incorporated into the Website or the Services (including but not limited to, the Protocol), the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The User must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- The User's computer may temporarily store copies of such materials in RAM incidental to the User's accessing and viewing those materials;

- The User may store files that are automatically cached by the User's web browser for display enhancement purposes;
- The User may print or download one copy of a reasonable number of pages of the Website for its own personal, non-commercial use and not for further reproduction, publication, or distribution;
- If we provide desktop, mobile, or other applications for download, the User may download a single copy to its computer or mobile device, provided the User agrees to be bound by our end user license agreement or other similar applicable agreement for such applications; or
- For any open-source materials provided on the Website or through the Services, the User may perform any activities only as is consistent with the open-source license applicable to such materials.

The User must not:

- Modify copies of any materials from this Website;
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

If the User wishes to make any use of material on the Website other than that set out in this section, it should address its request to: [hello@switchboard.xyz](mailto:hello@switchboard.xyz).

If the User prints, copies, modifies, downloads, or otherwise uses or provides any other person with access to any part of the Website in breach of these Terms of Use, the User's right to access the Website will stop immediately and the User must, at our option, return or destroy any copies of the materials the User has made. No right, title, or interest in or to the Website or any content on the Website is transferred to the User, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **8. Trademarks.**

The Company name, the term "Switchboard," and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. The User must not use such marks without the prior written permission of the Company; *provided, however*, the User is hereby granted permission and a non-exclusive, revocable license to use the term "Switchboard" and any related names (excluding the Company name), logos (excluding the Company logo), product and service names, designs, and slogans in any way that they see fit; *provided that* such usage is not done in a way that: (1) is deceitful, fraudulent, or manipulative; (2) implies any relationship between User and the Company beyond that reasonably typical of the administrator of an Website and its users; or (3) to cause confusion in any way to gain digital assets of, or personal information about, another party other than that intended

by the Services or the Networks (for example, the User may not use the foregoing marks to execute phishing attacks, spear-phishing attacks, social engineering, or in any way that may cause a party to transmit digital assets to an unintended recipient or to reveal private information, like a private key or password). All other names, logos, product and service names, designs, and slogans on the Website and Website are the trademarks of their respective owners.

## **9. Prohibited Uses.**

The User may access or use the Website and the Services only for lawful purposes and in accordance with these Terms of Use. The User agrees not to use or access the Website or the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including but not limited to, any laws regarding the export of data or software to and from the U.S. or other countries);
- In any manner, directly or indirectly, designed to cause or to result in, or that has constituted, or which might reasonably be expected to constitute, the unlawful stabilization or manipulation of the price of any digital assets on any of the Networks or other blockchains or any other digital assets, including but not limited to fungible digital assets or non-fungible tokens.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including but not limited to, using email addresses, screen names, similarly named or commonly misspelled URLs, or associated blockchain identities);
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or Participants or expose them to liability;
- If they are a citizen of or otherwise accessing the Website from the nations of the Balkans, Belarus, Burma, Côte D’Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Sudan, Syria, or Zimbabwe, or if the User is otherwise listed as a Specially Designated National by the United States Office of Foreign Asset Control (“**OFAC**”); or
- If doing so is illegal or impermissible according to any Applicable Laws.

Additionally, the User agrees not to (in relation to the Website and the Services):

- Be likely to deceive or defraud any person, including but not limited to, providing any false, inaccurate, or misleading information with the intent to unlawfully

obtain the property of another or to provide knowingly or recklessly false information in a way that causes inaccuracy among the Feeds or the Services;

- Promote any illegal activity, or advocate, promote, or assist any unlawful act, including but not limited to, market manipulation, “spoofing,” or otherwise;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, misrepresent the User’s identity, or misrepresent its affiliation with any person or organization;
- Engage in any activity or behavior that violates any applicable law, rule, or regulation concerning, or otherwise damages, the integrity of the Feeds, the Services, or any other service or software which relies on the Feeds or the Services;
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case;
- Use the Website in any manner that could disable, overburden, damage, impair, or interfere with any other party’s use of the Website, including the ability to engage in real time activities through the Website or with the Services;
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Website or the Services;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Website, the Participants, or the Networks and the Networks’ users;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website, including any underlying blockchain;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
- Attack the Website, the Services, or the Networks via a denial-of-service attack or a distributed denial-of-service attack;

- Encourage or induce any third party to engage in any of the activities prohibited under these Terms;
- Submit any information to the Protocol (including User Contributions, as defined below) that User knows or should know to be true or otherwise with an intent to deceive or defraud any person or party; or
- Otherwise attempt to interfere with the proper working of the Website or the Services.

#### **10. User Contributions.**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features, and may display information you provide pertinent to the Feeds, possibly through your interactions via the Website or through your accessing the Protocol outside the Interface (*collectively*, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (*collectively*, “**User Contributions**”) on or through the Website, Services, and/or Interface.

All User Contributions must comply with the Content Standards (as defined below) set out in these Terms of Use (see the section below entitled Content Standards).

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. In some cases, User Contributions may be submitted to the Protocol, which will be subject to the provisions related to the Networks, the Protocol, and Blockchain Fees described in these Terms of Use. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, the facilitators of the Networks and the Protocol, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, the facilitators of the Networks and the Protocol, and each of their and our respective licensees, successors, and assigns;
- All of your User Contributions do and will comply with these Terms of Use;
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness; and
- We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

#### **11. Monitoring & Enforcement; Termination.**

We have the right to:



- Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including but not limited to, the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website, Company, Protocol, or the public, or could create liability for the Company;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including but not limited to, referrals to law enforcement, for any illegal or unauthorized uses of the Website, the Interface, or the Protocol; and
- Terminate or suspend your access to all or part of the Website for any or no reason, including but not limited to, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website, the Interface, or the Protocol. BY USING THE WEBSITE, THE INTERFACE, THE PROTOCOL, OR ANY OF THE SERVICES, YOU AGREE TO WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review interactions or activities before they are executed through the Website, the Interface, or the Protocol, or the displays of such activities on the Website or Interface. Given the nature of blockchain and functionalities like those offered via the Protocol and the Services, we cannot ensure prompt removal or rectification of objectionable interactions or activities after they have been executed. Accordingly, the User acknowledges and agrees that we assume no liability for any action or inaction regarding transmissions, communications, transactions, blockchain operations, or content provided by any Participant or third party, including but not limited to, any malfunction or inaccuracy displayed by the Feeds or any unintended functioning of the Protocol. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section, nor for any harms or damages created by others' interactions with any blockchain underlying the Services or the information presented on the Website.

## **12. Content Standards.**

These content standards (the “**Content Standards**”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety

comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
- Be likely to deceive or defraud any person in any way;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization; or
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

### **13. Copyright Infringement.**

If you or any user of this Website believes its copyright, trademark or other property rights have been infringed by a posting on this Website or otherwise, you or the user should send a notification to our Designated Agent (as identified and defined below) immediately. All notifications should meet the requirements of the Digital Millennium Copyright Act (“**DMCA**”) 17 U.S.C. § 512(c)(3) and include the following information:

- A physical or electronic signature of the copyright owner or authorized agent;
- Identification of the copyrighted work(s) claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information regarding how we may contact you (for example, mailing address, telephone number, email address);
- A statement that the copyright owner or its authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pursuant to the DMCA, 17 U.S.C. Sec. 512(c), our Designated Agent for notice of claims of copyright infringement can be reached as indicated below:

Copyright Agent  
Horizons Law & Consulting  
222 Pacific Coast Highway  
10<sup>th</sup> Floor  
El Segundo, CA 90245  
Phone: 4155802393  
Email: [dmca@horizonslaw.io](mailto:dmca@horizonslaw.io)

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Website or our Interface without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the DMCA. Services provided to repeat infringers of copyright or of Users about whom repeated claims of copyright infringement are received are subject to termination.

#### **14. Reliance on Information Posted.**

The information presented on or through the Website (including but not limited to, the Interface or the Feeds) is made available solely for general informational and educational purposes. We do not warrant the accuracy, completeness, or usefulness of this information. **Any reliance the User places on such information is strictly at the User's own risk**, and, as is common in the blockchain space, the User is assuming a high amount of risk related to other Users or Participants or technical harms when operating via the Website and the Services. We disclaim all liability and responsibility arising from any reliance placed on such materials by the User or any other Participant, by anyone who may be informed of any of the Website's or the Service's contents, or by the actions or omissions of others interacting with any underlying blockchain.

This Website or the Services (including, but not limited to, the Interface or the Feeds) may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to the User or any third party, for the content or accuracy of any materials provided by any third parties.

#### **15. Changes to the Website.**

We may update the content on, design of, or functionalities available through this Website or through the Services from time to time, but the Website and the Services are

not necessarily complete or up-to-date. Any of the material on the Website or provided through the Services may be out of date at any given time, and we are under no obligation to update such material.

#### **16. Information About the User & the User's Visits to the Website.**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, the User consents to all actions taken by us with respect to the User's information in compliance with the Privacy Policy.

#### **17. WARRANTY DISCLAIMER.**

The Company is a developer of open-source software and does not unilaterally offer, operate, or administer a digital asset or blockchain network (including but not limited to the Networks). The Services assist Participants in contributing to and coordinating around an Oracle system for the Networks' communities. Nonetheless, the Company has no oversight on or control over any particular crypto-asset, blockchain network, or the use of any person of the open-source software or documentation it provides.

The User is solely responsible for its use of the Services, the functionalities they enable, and the use of the information derived thereof. The User is solely responsible for complying with all Applicable Laws related to its transactions and activities that directly or indirectly incorporate our provision of the Services, including, but not limited to, the Commodity Exchange Act and its regulations as overseen by the U.S. Commodity Futures Trading Commission ("**CFTC**"), and the federal securities laws and its regulations overseen by the U.S. Securities and Exchange Commission ("**SEC**"). The User acknowledges its understanding that the Company is not registered or licensed with, nor have our Website, Interface, Protocol, or Services (or the software contained therein) been reviewed by, the CFTC, SEC, or any other banking, or other regulator or authority.

The User understands that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website or through the Services will be free of viruses or other destructive code. The User is responsible for implementing sufficient procedures and checkpoints to satisfy the User's particular requirements for: (1) an appropriate Web3 Utility; (2) anti-virus protection and accuracy of data input and output; (3) its participation in and use of the Networks; and (4) maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, MAN-IN-THE-MIDDLE ATTACK, INFORMATIONAL FRONT-RUNNING, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT THE USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO THE USER'S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO THE USER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE USER'S USE OF THE WEBSITE, ITS CONTENT, THE INTERFACE, THE PROTOCOL, AND ANY OF THE SERVICES IS AT THE USER'S SOLE RISK. THE

WEBSITE, THE INTERFACE, THE SERVICES, AND TO THE EXTENT THE PROTOCOL IS PROVIDED OR FACILITATED BY THE COMPANY, THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, NEITHER WE, NOR ANY PERSON ASSOCIATED WITH THE COMPANY, MAKE, AND WE EXPLICITLY DISCLAIM, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE WEBSITE, THE INTERFACE, THE OTHER SERVICES, AND THE PROTOCOL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE, ANY OF THE SERVICES, OR THE PROTOCOL. THE COMPANY AND ANY PERSON ASSOCIATED WITH THE COMPANY DOES NOT REPRESENT OR WARRANT THAT: (1) ACCESS TO THE WEBSITE, THE INTERFACE, THE PROTOCOL, OR THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, WITHOUT DELAY, ERROR-FREE, SECURE, OR FREE FROM DEFECTS; (2) THAT THE INFORMATION CONTAINED OR PRESENTED ON THE WEBSITE, THE INTERFACE, OR VIA THE OTHER SERVICES IS ACCURATE, RELIABLE, COMPLETE, CONCISE, CURRENT, OR RELEVANT; (3) THAT THE WEBSITE OR ANY OF THE SERVICES, OR ANY SOFTWARE CONTAINED THEREIN WILL BE FREE FROM DEFECTS, MALICIOUS SOFTWARE, ERRORS, OR ANY OTHER HARMFUL ELEMENTS, OR THAT ANY OF SUCH WILL BE CORRECTED; OR (4) THAT THE WEBSITE OR THE SERVICES WILL MEET THE USER'S EXPECTATIONS. NO INFORMATION OR STATEMENT THAT WE MAKE, INCLUDING DOCUMENTATION OR OUR PRIVATE COMMUNICATIONS, SHOULD BE TREATED AS OFFERING ANY WARRANTY CONCERNING THE WEBSITE OR THE SERVICES. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY CONTENT, ADVERTISEMENTS, OFFERS, STATEMENTS, OR ACTIONS BY ANY THIRD PARTY EITHER REGARDING THE WEBSITE OR THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **18. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE, OR INABILITY TO USE, THE WEBSITE, THE SERVICES, THE INTERFACE, THE PROTOCOL, ANY WEBSITES LINKED TO THE WEBSITE, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, THE FEEDS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO,

PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THIS DISCLAIMER OF LIABILITY EXTENDS TO ANY AND ALL DAMAGES CAUSED BY ANY THIRD PARTY OR ANY FAILURE OF THE WEBSITE, SERVICES, THE PROTOCOL, OR THE UNDERLYING BLOCKCHAINS (INCLUDING, WITHOUT LIMITATION, THE NETWORKS). TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT THE USER HAS PAID TO THE COMPANY FOR THE APPLICABLE CONTENT OR SERVICES IN THE LAST SIX MONTHS OUT OF WHICH LIABILITY AROSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **19. Nature of Blockchain; Assumption of Risk; Waiver of Claims.**

Blockchains (including, without limitation, the Networks), the Protocol, and Oracles are still emerging technologies that carry a relatively high amount of foreseeable and unforeseeable risk from security, financial, technical, informational, political, social, and personal safety standpoints. The mere access to and interaction with blockchains, the Protocol, and Oracles requires high degrees of skill and knowledge to operate with a relative degree of safety and proficiency. Digital assets are highly volatile in nature due to many diverse factors, including, without limitation, use and adoption, speculation, manipulation, technology, security, and legal and regulatory developments and application. Further, the speed and cost of transacting with cryptographic technologies, such as blockchains like the Networks, is variable and highly volatile. Moreover, the transparent nature of many blockchains means that any interactions the User has with the Protocol and the Networks may be publicly visible and readable in human form. Regarding Oracles, while the Services attempt to utilize blockchain technology to mitigate some risks represented by Oracles, it is nonetheless possible that unexpected technical phenomena, intentionally malicious or accidental behaviors by other Participants or other users, or other foreseen or unforeseen phenomena may cause Oracles' inaccuracy or malfunctioning, which may cause suspension or interruption to the Website or any functionalities that depend on their proper behaviors (including the Feeds' display).

By accessing and using the Website or the Services, the User acknowledges the foregoing and agrees and represents that it understands and assumes such and other risks involved with blockchains and Oracles (including any specific technical language used in these Terms of Use). The User further represents that it has all knowledge sufficient to work, and is informed of all foreseeable risks, and the possibility of unforeseeable risks, associated with blockchains, the Protocol, crypto-assets, Web3

Utilities, smart contracts, APIs, Oracles, and the Services. The User further acknowledges, and assumes all risk related to the possibility, that any information presented via the Website, Interface, other Services, or Feeds may be inaccurate, possibly due to another party's malicious activities and possibly to the User's severe harm or detriment. The User understands, acknowledges, and agrees that we: (1) are not responsible for any of these or related risks; (2) do not own or control any of the Networks; (3) cannot guarantee the safe or accurate functioning of the Services (including the Feeds or the Interface, which rely on Oracles enabled by the Protocol and the Networks); and (4) shall not be held liable for any resulting harms, damages, or losses incurred by or against the User experiences while accessing or using the Website. **Accordingly, the User acknowledges the foregoing, represents its understanding of the foregoing, and agrees to assume full responsibility for all risks associated with accessing and using the Website and interacting with the Services, whether mentioned in this Section or otherwise. The User further expressly waives and releases us from any and all liability, claims, causes of action, or damages arising from or in any way relating to the User's use of the Website and the User's interaction with the Services.**

If the User is a California resident, **the User expressly and explicitly waives the benefits and protections of California Civil Code § 1542**, which states: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## **20. No Professional Advice.**

All information or content provided or displayed by the Website (including, without limitation, the Interface or the Feeds) is for informational purposes only and should not be construed as professional advice (including, without limitation, tax, legal, or financial advice). The User should not take, or refrain from taking, any action based on any information or content displayed or provided on the Website or through the Services. The User should seek independent professional advice from an individual licensed and qualified in the area appropriate for such before the User makes any financial, legal, or other decisions where such is considered prudent. The User acknowledges and agrees that, to the fullest extent permissible by law, it has not relied on the Company, the Feeds, or the Services for any professional advice related to its financial or legal behaviors.

## **21. No Fiduciary Duties.**

These Terms of Use, and the provision of the Website, Interface, and the other Services, are not intended to create any fiduciary duties between us and the User or any third-party. To the fullest extent permissible by law, the User agrees that neither the User's use of the Website or the Services causes us or any Participant to owe fiduciary duties or liabilities to the User or any third party. Further, the User acknowledges and agrees to the fullest extent such duties or liabilities are afforded by law or by equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated, and that we and any other Participant shall be held completely harmless in relation

thereof. The User further agrees that the only duties and obligations that we or any Participant owes the User, and the only rights the User has related to these Terms of Use or the User's use of the Website or the Services, are those set out expressly in these Terms of Use.

## **22. Links From the Website.**

If the Website may contain links to other sites and resources provided by third parties, these links are provided for convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and the User acknowledges and agrees that we do not and will not accept any responsibility for them or for any loss or damage that may arise from the User's use of them. If the User decides to access any of the third-party websites linked to this Website, the User does so entirely at its own risk and subject to the terms and conditions of use for such websites.

## **23. Indemnification.**

The User agrees to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (1) the User's violation of these Terms of Use; (2) the User's use of the Website, Protocol, Interface, or any of the Services, including, but not limited to, your User Contributions, the User's interactions with the other features which incorporate the Services, use of or reliance on the Website's content, services, and products other than as expressly authorized in these Terms of Use; (3) the User's use or reliance on of any information obtained from the Website (including the Interface); or (4) any other party's access and use of the Website or Services with the User's assistance or by using any device or account that the User owns or control.

## **24. Governing Law & Jurisdiction.**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

## **25. Arbitration; Class Arbitration Waiver.**

Any dispute, controversy or claim arising out of, relating to, or in connection with the User's use of the Website or the Services, or in connection with these Terms of Use, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, shall be finally resolved by binding arbitration by the American Arbitration Association under its Rules of Arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. Arbitration shall occur in the city of Miami, Florida. **The parties agree to arbitrate solely on an individual basis, and that these Terms of Use do not permit class arbitration or any claims brought**



**as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

**26. Limitation on Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM THE USER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR ITS USE OF THE WEBSITE MUST BE COMMENCED WITHIN **ONE (1) YEAR** AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**27. Waiver & Severability.**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**28. Entire Agreement.**

The Terms of Use, the Privacy Policy, and any other document incorporated by reference herein constitute the sole and entire agreement between the User and the Company regarding the Website, the Services, the Interface, and the Protocol and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**29. Comments & Concerns**

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [hello@switchboard.xyz](mailto:hello@switchboard.xyz).