

Gravity Terms of Use

These terms of service, together with any documents and additional terms they incorporate by reference (collectively, these “**Terms**”), are entered into between Gravity Protocol team (“**Gravity**”, “**Team**”, “**we**”, “**us**”, and “**our**”) and you or User or other legal entity that you represent (“**you**” or “**your**”).

These Terms govern your use of our site located at gravity.tech and all associated sites (the “Portal”) and our Services (defined below) and describe your rights and obligations and our disclaimers and limitations of legal liability.

By accessing or using any part of the Portal or the Services, you agree to become bound by the terms and conditions of these Terms. If you do not agree to these Terms, you must not access or use our Portal or the Services. Please carefully review your warranties and our disclosures and disclaimers set forth before using the Portal and any software developed by Gravity.

Please refer to our privacy policy available at gravity.tech/privacy-policy for information about how we collect, use, share and otherwise process information about you. In addition, you agree to comply with the Gravity Contributors Code of Conduct with respect to any interactions on or arranged through the Portal.

1. SERVICES

In order to use certain features of the Portal, you may be required to register for an account (“**Account**”) and provide certain information about yourself as prompted by the account registration form. You must provide complete and accurate information to Gravity. You are responsible for maintaining the confidentiality of your Account login information and are

fully responsible for all activities that occur under your Account. Gravity may suspend or terminate your Account for any reason at our sole discretion, including for any use of the Portal or Services in violation of these Terms or the Gravity Community Code of Conduct.

The Portal enables users to access open source software and related services, including (without limitation) oracle and node operator software and resources, data and computation services, information about the Gravity network and resources for the Gravity community (the “**Services**”).

The Portal also enables users to publish information on their publicly available user profile page (“**Profile**”). Profile data can be used by us and any third parties as your digital identity profile and the data source for blockchain smart-contracts. Gravity may take reasonable steps to verify the user identity but makes no claim or representation regarding its accuracy.

Some Services offered by us or other participants in the Gravity network involve the use of Gravity network or another decentralized or permissioned infrastructure (the “**Distributed Ledger Technology**”), which may require that you pay a fee for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments and fees, “**Charges**”).

Gravity has no control over any Distributed Ledger Technology transactions and payments of Charges. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your Distributed Ledger Technology-compatible wallet address (“**Distributed Ledger Technology Address**”) to complete any transaction on the Gravity network or the Distributed Ledger Technology before initiating such transaction.

Portal and user Profiles may host or provide links to websites, Distributed Ledger Technology services and other content of third parties (“**Third Party Content**”). Gravity makes no claim or representation regarding, and accepts no responsibility for, Third Party Content or for the quality, accuracy, nature, ownership or reliability thereof. You use these

links and the Third Party Content at your own risk. When you leave the Portal, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Portal.

2. YOUR REPRESENTATIONS AND WARRANTIES

You represent that you have the legal authority on behalf of a company or as an individual to be bound by these Terms and you are at least 18 years old, can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

You represent, warrant and agree that you: (i) will only use the Services and the Portal for lawful purposes and in accordance with these Terms; (ii) will ensure that all information that you provide on the Portal is current, complete, and accurate; (iii) will maintain the security and confidentiality of access to your Distributed Ledger Technology Address; and (iv) agree (A) that no Protected Party (defined below) will be responsible for any loss or damage incurred as the result of any interactions you have with other users of the Portal, Services or the Gravity network; and (B) if there is a dispute between you and any other site or other user, no Protected Party will be under any obligation to become involved.

You represent, warrant and agree that you will not: (i) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended; (ii) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Portal or the Services; (iii) misrepresent the truthfulness, sourcing or reliability of any content on the Portal or through the Services; (iv) use the Portal or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Portal, Services or the Gravity network, or that could damage, disable, overburden, or impair the functioning of the Portal, Services or the Gravity network in any manner; (v) attempt to circumvent any content

filtering techniques or security measures that Gravity employs on the Portal or the Services, or attempt to access any service or area of the Portal or the Services that you are not authorized to access; (vi) post content or communications on the Portal or through the Services (including User Content (as defined below) that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable or in violation of the Gravity Community Code of Conduct; (vii) post content on the Portal or through the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service; or (viii) encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You also represent and warrant that you: (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any of tokens used by the Gravity network that you decide to acquire and use; (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of any Tokens supported by Gravity network; and (iii) know, understand and accept the risks associated with your use of the Gravity network, your Distributed Ledger Technology Address, the Distributed Ledger Technology, Supported Utility Tokens and other network tokens, including the risk of mining attacks and the risks identified in Section 11 below.

3. COPYRIGHT

Excluding any open source software or third-party software that the Portal or the Services incorporates, as between you and Gravity, Gravity owns the Portal and the Services, including all technology, content and other materials used, displayed or provided on the Portal (including all intellectual property rights), and hereby grants you a limited, revocable, non-transferable, license to access and use those portions of the Portal and the Services that

are proprietary to Gravity in accordance with their intended uses and using their designated public interfaces.

Certain of the Services are governed by the most recent version of the open source license commonly known as the MIT License, a copy of which (as it applies to the Portal and the Services) can be found at: <https://github.com/Gravity-Hub-Org/gravity-core/blob/master/LICENSE> and any other applicable licensing terms for the Portal and the Services in these Terms (collectively, the “**Gravity License**”). You acknowledge that the Portal, the Services or the Gravity network may use, incorporate or link to certain open-source components and that your use of the Portal, Services and/or the Gravity network is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “**Open-Source Licenses**”). Without limiting the generality of the foregoing, you may not resell, lease, lend, share, distribute or otherwise permit any third party to use the Portal or the Services or otherwise use the Portal or the Services in a manner that violates the Gravity License or any other Open-Source Licenses.

Any of Gravity’s product or service names, logos, and other marks used in the Portal or as a part of the Services, including Gravity's name and logo are trademarks owned by Gravity, its affiliates or its applicable licensors. You may generally use Gravity’s name and logo to refer to Gravity’s products or services, provided that it does not in any way suggest or imply sponsorship, partnership or approval by Gravity. You may also indicate the relationship of your products and services to Gravity’s products or services by using an accurate descriptive term in connection with your product or service. You may not use Gravity’s name and logo in a manner that may cause confusion. Gravity reserves its right to prohibit the use of the Gravity marks by anyone we believe misuses our trademarks. Except as provided in the foregoing, you may not copy, imitate or use them without Gravity’s (or the applicable licensor’s) prior written consent.

Gravity will be free to use, disclose, reproduce, license, and otherwise distribute and exploit any content, comments, or other feedback provided by you to Gravity with respect to the

Portal or Services (“**Feedback**”) provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

4. USER CONTENT

Gravity Portal allows users to post any data on their Profile (“**User Content**”). User Content can include personal information, web links, blockchain addresses, third party account information, API, code snippets and other software.

You agree that a third party can use User Content in any way that does not violate conditions you expressly conveyed in your Account. By posting User Content you grant the permission for any third party to freely copy and share that content, to use the API, code snippets and other software published according to their purpose. Any content published on you Profile will be irrevocably and permanently stored on the Gravity blockchain. If you post a logo or another important copyright object, please consider that circumstance and convey the rules for its non-blockchain usage.

To the furthest extent permitted by applicable law, you hereby agree that Gravity shall not be liable for any unauthorized copying, use or distribution of User Content by third parties and release and forever waive any claims you may have against Gravity for any such unauthorized copying or usage of the User Content, under any theory.

If you publish User Content, you grant Gravity and Waves ecosystem¹, to the fullest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sublicensable, non-exclusive, and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User

¹ Waves ecosystem consists of the services and projects based on Waves protocol and/or extensive use of WAVES token or those having deep connection with them. The following projects are already forming Waves ecosystem: Waves protocol, Waves Exchange, Waves Enterprise, Waves Association, USDN (Neutrino), Gravity. The list is not exhaustive and may extend in the future o.c.a.

Content in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that Gravity and Waves ecosystem are allowed to use them to the extent indicated in these Terms.

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that: (1) you are the creator and owner of the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your User Content does not and will not (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) defame any other person; and (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code. Gravity reserves all rights and remedies against any users who breach these representations and warranties. You are solely responsible for any endorsements or testimonials you make regarding any product or service through the Portal.

5. CHANGES, SUSPENSION, TERMINATION

The Gravity network is intended to be decentralized and self-operating, with or without any Services provided by Gravity. Accordingly, we may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services offered by Gravity, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Portal or the Services.

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes by sending an email, providing a notice through the Portal or our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, any modifications are effective immediately, and your continued use of the Portal or our Services will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

6. NOTIFICATION

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “**Communications**”) that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Portal or through the Services, via your distributed ledger technology address used to create your Account, or by emailing them to you at the email address you provide in connection with using the Services. You can contact our support team by emailing support@gravity.tech or legal@gravity.tech to address legal issues.

7. INDEMNIFICATION

You will defend, indemnify, and hold harmless Gravity, Waves ecosystem, our affiliates, and our and our affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, licensors and contractors (collectively, **Protected Parties**) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to your use of, or conduct in connection with, the Portal, Services, the Gravity network, Distributed Ledger Technology assets associated with your Distributed Ledger Technology Address, any other digital assets, any Feedback or User Content; your violation of these Terms; your violation of applicable laws or regulations; or your infringement or misappropriation of the rights of any other person or entity. If you are

obligated to indemnify any Protected Party, Gravity (or, at its discretion, the applicable Protected Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Gravity wishes to settle, and if so, on what terms.

8. DISCLAIMERS

Gravity core team is a developer of open-source software. Gravity does not operate Gravity network and therefore has no oversight, involvement, or control with respect to your transactions, including supported tokens purchases and sales.

Gravity does not own or control the underlying software protocols that are used in connection with the supported blockchain networks. In general, the underlying protocols are open-source and anyone can use, copy, modify, and distribute them. Gravity is not responsible for the operation of the underlying protocols, and Gravity makes no guarantee of their functionality, security, or availability. For further information read Gravity White Paper at <https://gravity.tech/docs/whitepaper.pdf>

To the maximum extent permitted under Applicable Law, the Portal and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, warranties and conditions of merchantability, quality, fitness for a particular purpose, security, availability, reliability, accuracy, and non-infringement of third party rights. We do not represent or warrant that the Portal or the Services will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Portal or the Service are correctable or will be corrected.

You acknowledge that your data on the Portal or through the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage.

You understand that Gravity is not registered or licensed by any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Gravity open-source software. The Portal and the Gravity open-source software do not constitute advice or a recommendation concerning any commodity, security or other asset. Gravity is not acting as an investment adviser or commodity trading adviser to any person.

9. LIMITATION OF LIABILITY

In no event will Gravity, together with any Protected Party, be liable for any incidental, indirect, special, punitive, exemplary, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Portal, the Services and the Gravity network (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Services, your Distributed Ledger Technology assets, other digital assets or any other product, service or other item provided by or on behalf of a Protected Party, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not any Protected Party has been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy nor is Gravity in any way responsible for the execution or settlement of transactions between users of Gravity open-source software or the Gravity network.

To the extent permitted by applicable law, in consideration for being allowed to use the Portal, the Services and/or the Gravity network, you hereby release and forever discharge Gravity, Gravity team and all Protected Parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or

indirectly out of, or that relates directly or indirectly to, the Portal, the Services and/or the Gravity network (including any interactions with, or act or omission of, other Portal or Gravity network users or any third-party services).

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall exclusively be governed by and construed in accordance with the substantive laws of the England and Wales.

Any dispute or claim that you have against Gravity or relating in any way to the Services, you agree to first contact Gravity and attempt to resolve the claim informally by sending a written notice of your claim (“**Notice**”) to Gravity by email at legal@gravity.tech. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the claim and set forth the specific relief sought. Our notice to you will be similar in form to that described above. In the event that the parties are unable to resolve a dispute, then the parties hereby irrevocably submit such dispute to the exclusive jurisdiction of the courts of England and Wales.

You and Gravity waive the rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court.

You and Gravity agree that any dispute arising out of or related to these Terms or our Services is personal to you and Gravity and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

11. RISK DISCLOSURE

You acknowledge the following serious risks to any use of the Portal or the Services or and expressly agree to not hold any Protected Parties liable should any of the following risks occur:

- **Regulatory Actions in One or More Jurisdictions:** The Portal or the Services could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Project to continue to develop the Portal or Services, or which could impede or limit your ability to use the Portal or Services.
- **Alternative, Unofficial Gravity Networks:** It is possible that alternative Gravity-based networks could be established, which utilize the same open source code and open source protocol underlying the Portal and/or Services. The Gravity network may compete with these alternative Gravity-based networks, which could potentially negatively impact the Portal and/or Services.
- **Insufficient Interest in the Gravity Network or Distributed Applications:** It is possible that the Gravity be network will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact the development of the Gravity network. The Team cannot predict the success of its own development efforts or the efforts of other third parties.
- **The Portal and Services, as Developed, Will Not Meet the Expectations of User:** You recognize that the Portal, Services and the Gravity network are under development and may undergo significant changes over time. You acknowledge that any expectations regarding the form and functionality of the Gravity network held by you may not be met upon release of the Portal, Services or the Gravity network, for any number of reasons including a change in the design and implementation plans,

specifications and execution of the implementation of the Portal, Services or the Gravity network.

- **Security Weaknesses in the Infrastructure Software:** The Portal, Services, Gravity network, Distributed Ledger Technology rest on open-source software, and there is a risk that the Protected Parties, or other third parties not directly affiliated with Team, may introduce weaknesses or bugs into the core infrastructural elements of the Portal, Services, Gravity network or Distributed Ledger Technology causing the system to lose supported tokens stored in one or more of your accounts or other accounts. Furthermore, despite our good faith efforts to develop and maintain the Portal, Services and the Gravity network, the Portal, Services and the Gravity network may experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Portal, Services and the Gravity network.
- **Weaknesses or Exploitable Breakthroughs in the Field of Cryptography:** Cryptography is an art, not a science. And the state of the art can advance over time. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Portal, Services and the Gravity network which could result in the theft or loss of supported tokens. To the extent within its control and otherwise possible, Team intends to update the protocol underlying the Portal, Services and the Gravity network to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or guarantee that any security updates will be made in a timely or successful manner.
- **Price volatility:** Gravity network can use Distributed Ledger Technology tokens which price may decrease in value or even lose all of its value due to various factors including wrongful conduct, market manipulation, changes to token properties or its perceived value, attacks, and other factors outside our control.

- **Blockchain Network Attacks:** Any blockchain used for the Portal, Services and/or the Gravity network may be susceptible to mining attacks, including but not limited to: double-spend attacks, sybil attack, majority mining power attacks, “selfish-mining” attacks, and work race condition attacks. Any successful attacks present a risk to the Portal, Services, the Gravity Network, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of contract computations.
- **Rapid Adoption and Insufficiency of Computational Application Processing Power of the Portal, Services and the Gravity Network:** If the Portal, Services and/or the Gravity network are rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which Team services can be provided. Under such a scenario, the entire Portal, Services and Gravity network could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the Portal, Services and the Gravity network. This could result in lost revenues and disruption or halting of business operations.
- **Risks Associated with New and Evolving Laws:** The Gravity network, and by extension the Portal and Services, may be subject to a variety of international laws and regulations, including those with respect to financial or securities regulations, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, data protection, intellectual property (including copyright, patent, trademark and trade secret laws), defamation, and others. Such laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Team could be enacted. As the Portal, Services and Gravity network evolve, we may be subject to new laws, and the application of existing laws to us might change. These laws and regulations are frequently costly to comply with and we could be subject to significant liabilities which could adversely impact the Team, the Portal, Services and the Gravity network.

- **Unanticipated Risks:** Cryptographic tokens such as supported platforms tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with the Portal, Services, the Gravity network and supported tokens, including those that the Team cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.
- **Force Majeure:** We will have no responsibility or liability for any failure or delay in performance of the Portal or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation each of the following: Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis; Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster; Labour disputes and lock-out; Breakdown, failure or malfunction of any electronic, network and communication lines (not due to our fault); Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that Gravity is not in a position to take any reasonable action to cure the

12. MISCELLANEOUS

- **No Waiver:** Our failure or delay in exercising any right, power, or privilege under these Terms will not operate as a waiver thereof.
- **Severability:** The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect
- **Assignment:** You may not assign or transfer any right to use the Portal or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of

control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

- **Entire Agreement:** These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Portal and the Services. If there is a conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

Contact Information:

Email: support@gravity.tech legal@gravity.tech

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