

## Terms of Service Agreement

Welcome to CodeNode, operated by CodeNode LLC, located at [www.codenode.gg](http://www.codenode.gg). We provide our users various game hosting and related services. By using the website, the related mobile website, and the mobile application (collectively, the "Websites"), you agree to comply with and be legally bound by the terms and conditions of this Terms of Service (this "Terms of Service" or "Agreement"), whether or not you register as a member of CodeNode ("Member"). If you wish to become a Member and/or make use of the service (the "Service"), please read this Agreement. If you object to anything in this Agreement or CodeNode's Privacy Policy, do not use the Service.

This Agreement is subject to change by CodeNode at any time, effective upon posting on the relevant website. Your continued use of the Websites and the Service following CodeNode's posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms and conditions for access to and use of the Websites and the Service. This Agreement may be modified by CodeNode from time to time, such modifications to be effective immediately upon posting by CodeNode on the Websites. By accessing and/or using the Websites or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

**1. Access and Retention.** In order to access and retain this electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

**2. Services.** At the time of initial registration, you will select from the list of available Services the service plan(s) to which you wish to subscribe. All subscriptions to Services are subject to formal acceptance by CodeNode. Your subscription to the Services will be deemed accepted by CodeNode when CodeNode delivers to you a confirmation of the subscription. CodeNode reserves the right to refuse to provide you with any Service for any reason. Notwithstanding any uptime guarantees contained in this Agreement, CodeNode also reserves the right to interrupt access to the Services to perform regular and emergency maintenance as needed. You may order additional Services at any time, provided that you agree to pay the then-current fees for such additional Services. All additional Services shall be considered "Services" hereunder. All

Services provided are subject to availability and to all of the terms and conditions of this Agreement.

**3. Revisions to Agreement.** From time to time, CodeNode may revise this Agreement. We reserve the right to do so, and you agree that we have this unilateral right. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. The updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the parties intend that the prior, effective version of this Agreement be considered valid and enforceable to the fullest extent. Should You wish to terminate this Agreement due to any revisions made by CodeNode, you must do so in writing via the cancellation form within thirty (30) days of the "last modified" date described above. Your continued use of the Services after the effective date of any such notice constitutes your acceptance of such changes.

**4. Commercial Use of Service.** If you are using the Service and/or accessing the Websites on behalf of a company, entity, or organization (collectively, a "Subscribing Entity"), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Service;
- b. You have read and understand this Terms of Service; and
- c. You agree to this Terms of Service on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Websites include, but are not limited to, browsing or downloading illegal content, collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Websites, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Websites in any fraudulent or misleading manner, any automated use of the system, such as scraping the Websites, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Websites or the networks or services connected to the Websites, and using the Websites in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Websites may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Websites and Service is with the permission of CodeNode, which may be revoked at any time, for any reason, in CodeNode's sole discretion.

**5. Account Security.** When you register for the Services, you will choose a login (email) and password. You are responsible for maintaining the confidentiality of the login and password that you designate during the registration process, and you are fully responsible for all activities that

occur under your username and password. You agree to (a) immediately notify CodeNode of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CodeNode will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-login feature if you have it linked to your CodeNode account. We highly recommend that you secure file, directory, and script permissions to the most restrictive settings possible. You agree that you have the technical ability to properly operate a web site and that you are responsible for any actions performed under your account, including but not limited to, damage caused to your site, Code Node's hosting site and/or equipment, and any other site.

## **6. Rules of Behavior.**

- You are solely responsible for your own communications and Content including any data, images, graphics, text, audio, video, email, links, and/or screen names you post to the Service. You agree to use the Service to post and receive communications and Content that are legal and proper.
- You must not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
- You must not violate the privacy or publicity rights of others.
- You must not upload, post or link to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promote or provide instructional information about illegal activities or communications that could reasonably cause damage, loss, harm, or injury to any individual or group).
- You must not post, upload or link to (a) anything that promotes or distributes pyramid schemes or chain letters, or (b) other disruptive, illegal or immoral communications of any kind.
- You must not post, upload or link to anything that could potentially exploit or harm children by exposing them to inappropriate Content, asking for personally identifiable details or information, or otherwise exposing them to materials or information which in any way could cause damage, injury, or harm of any kind.
- You must not post, upload or link to anything that harvests or otherwise collects information about other users, including without limitation addresses, phone numbers, e-mail addresses, and/or health or financial information of any kind, without the users' prior express consent in each instance.

- You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicits funds, advertisers or sponsors for any purpose.
- You must not upload or post anything that infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of a third party without prior written permission from the third party in each instance, which written permission you agree to disclose to us at any time on our request (subject to all applicable laws). You must not intentionally download any material that you know or should reasonably know cannot be distributed legally.
- You must not impersonate another person, group of people, or entity at any times, which includes not using anyone else's username or password.
- You must not use the CodeNode Service for any illegal, immoral, or unauthorized purpose.
- You may not, under any circumstances, reverse engineer, decompile, disassemble, hack, port, or otherwise attempt to discover the source code to the Services.
- You must abide by all applicable Federal, State and local laws. If you are outside the United States, you must comply with all local laws as well with respect to your online conduct and acceptable Content including without limitation the exportation of data to the United States or to your country or residence.
- You cannot modify, edit, or delete any Content and communications of the CodeNode site and/or of other individuals other than your own Content.
- You must not transmit any viruses, worms, defects, Trojan Horses or any items and/or computer code, files or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware or telecommunications device.
- You must not transmit or allow access or distribution of any spiders, robots or other information gathering computer programs or routines or their equivalents on or in the Service.
- You must not do anything that disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real-time activities through this website.

- You must not interfere with or disrupt the Service or servers or networks connected with the Service or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- You cannot create member accounts under any false or fraudulent pretenses (including by automated means).
- You must not state or imply that any of your submitted and or posted Content is endorsed by CodeNode or any affiliate thereof.
- You must not retrieve, store or collect personal information about any user for any unauthorized purpose, and may not retrieve, store, or collect personal information about any user for any valid purpose without such user's prior written consent in each instance (and acknowledgment that they are at least 13 years of age).
- You must not engage in any "spamming" of any kind, including without limitation ad spamming.
- You cannot use the CodeNode name or trademarks or related trade names, which you acknowledge here to be valid, subsisting and enforceable without impediment, and you will not expressly or by implication create the false or misleading impression that CodeNode is associated with, or endorses, or is in any way connected with you, your business, or your Content.

WHILE CODENODE EXPLICITLY PROHIBITS THE ABOVE CONDUCT YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK, AND THAT CODENODE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT AS CARRIED OUT BY ANY THIRD PARTY AT ANY TIME UNLESS EXPRESSLY SET FORTH TO THE CONTRARY BY CODENODE IN WRITING.

YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, CODENODE CAN:

- SUSPEND OR TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF OR A HEARING;
- REMOVE ANY CONTENT VIOLATING THE RULES OF BEHAVIOR OR TERMS OF SERVICE;
- REPORT ILLEGAL ACTIVITIES TO THE RELEANT AUTHORITIES; AND/OR
- ISSUE VERBAL OR WRITTEN WARNING.

YOU FURTHER UNDERSTAND AND AGREE THAT CODENODE MAY BLOCK, SUSPEND OR TERMINATE YOUR ACCOUNT FOR ANY REASON AT ANY TIME.

**7. Payment.** Payment for Services is due in advance of the time period for which such payment covers. Services are billed on an automatic and recurring basis unless and until you follow CodeNode's cancellation procedure set forth in this Agreement.

All set-up fees and special programming fees are non-refundable. Failure to make payment of Fees for Services when due may result in the suspension or termination of Services.

At the time of registration, you must select a payment method. CodeNode reserves the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. If you do not pay all fees when due, your account will be deemed past due. For any past due fees, CodeNode will charge you interest at one and one-half percent (1.5%), or the highest rate allowed by applicable law, whichever is lower, per month of the unpaid amount, until paid.

You agree to pay any and all taxes, including personal property, value added, or sales taxes, resulting from your use of the Services. CodeNode is not responsible for any bank fees incurred by you due to your use of check cards, automatic payment services, insufficient funds, and any and all other fees your financial institution may impose due to your use of the Services.

You also agree to pay all attorney and collection fees arising from CodeNode's efforts to collect any past due fees. If you cancel any Service prior to the expiration of the pre-paid fees, You understand and agree that CodeNode will not issue you any refund whatsoever, including but not limited to any remaining pre-paid fees, set up fees, and/or special programming fees.

**8. Term and Termination.** The Initial Term of this Agreement shall begin upon confirmation of your order or commencement of the Services to you and receipt of lawful funds. The term's length is chosen by you and shall be indicated when you order Services from CodeNode. This Agreement may not be terminated by you during the Initial Term (and any renewals thereof) except in the event of a breach by CodeNode. After the Initial Term, this Agreement shall automatically renew for successive terms, equal in length to the Initial Term, unless terminated or canceled by either party as provided herein.

CodeNode may also terminate this Agreement in its sole discretion at any time for any reason or no reason. ("Termination without Cause"). In such case, CodeNode will provide you with thirty (30) days written notice before the discontinuation of Services.

If CodeNode cancels this Agreement pursuant to any of the terms outlined in this Agreement, with the exception of Termination without Cause, CodeNode shall not refund to you any fees paid or prepaid in advance of such cancellation and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation. In the event that CodeNode terminates the Agreement for cause, all prepaid hosting fees will be forfeited and are not refundable. The termination of this Agreement does not relieve you of your obligation to pay any fees accrued or payable to CodeNode prior to the effective date of termination of this Agreement.

In addition to CodeNode's right to terminate this Agreement provided elsewhere in this Agreement, CodeNode may terminate this Agreement effective immediately if, based on CodeNode's sole judgment, it determines that you or any of your end-users: (a) have breached CodeNode's Acceptable Use Policy ("AUP") which is incorporated herein, (b) have infringed or violated any intellectual property right or privacy or publicity right of a third party, (c) have not complied with any applicable law, statute or regulation, or (d) have uploaded, published or disseminated any images, text, graphics, code or video which CodeNode considers illegal or high risk, in its discretion. Nothing contained in this Agreement is intended to, or shall, impose any duty or obligation upon CodeNode to monitor or review Your Content or the content of your end-users at any time. You remain solely responsible for your Content, and any liability generated therefrom.

The termination of this Agreement will terminate your access to the Services and your license to the host materials and Content. CodeNode shall not be liable to you or to any third party for termination of the Services permitted under this agreement. Upon termination of this Agreement, CodeNode reserves the right to maintain copies of your data files and records for archival purposes, but does not undertake any obligation to do so. CodeNode reserves the right to impose an early termination charge for all Services terminated prior to the last day of the billing cycle.

If either party cancels or terminates this Agreement for any reason, you shall be solely responsible for making all necessary arrangements for securing a replacement host and moving all electronic data, graphics, images, video or text to the new service provider. Upon termination of this Agreement, provisions that by their nature would be expected to survive termination shall survive and remain in full force and effect in accordance with their terms.

**9. Modifications to Service.** CodeNode reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CodeNode shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**10. Blocking of IP Addresses.** In order to protect the integrity of the Services, CodeNode reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Websites.

## **11. Content.**

- a. General.** As a registered user, you will be able to upload and post a great variety of materials and information, including but not limited to text, audio, video, photographs, graphics and other materials ("Content"). This means that you have sole responsibility, not CodeNode, for all of the Content that you upload post, email, transmit or otherwise make available through the Service, and to make sure that you are in compliance with the rules of behavior set forth herein relating to such Content. Any Content that you write, post, upload or link to on CodeNode is entirely your responsibility.

CodeNode shall have no liability of any kind with respect to any Content posted by you or other users of the Service. You agree that you must assess and bear all risks associated with your use of any Content. In this regard, you may not rely on any Content created by other CodeNode members or otherwise created, distributed and displayed on any part of the Service. CodeNode does not control or monitor all of the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

The Content created by you must be owned by you or you must have been granted the prior permission to use such Content by its owner. CodeNode does not own any of the Content you post. By placing Content on the Service you are providing CodeNode with a worldwide, irrevocable, royalty-free, unlimited, non-exclusive license, for as long as the Content is part of your profile, to publicly display, modify, reproduce and distribute your Content, in whole or in part, on the site for editorial and promotional purposes of the site. CodeNode reserves the right to exploit or promote this Content in connection with the promotion of the Service and other services offered by CodeNode.

You acknowledge that CodeNode may or may not pre-screen Content but that CodeNode and its designees shall have the right, but not the obligation, in its sole discretion to pre-screen, refuse, move, edit, and/or delete any Content that violates these Terms of Service and/or is otherwise objectionable as determined by CodeNode in its sole discretion.

CodeNode may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal or regulatory processes, respond to claims that the Content violates the rights of third parties, and/or to protect the rights, property or personal safety of CodeNode, its users and the public.

- b. Proprietary Rights.** CodeNode retains all proprietary rights in the Websites and the Service. The Websites contains the copyrighted material, trademarks, and other proprietary information of CodeNode, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on CodeNode is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of CodeNode and for CodeNode's Members' use only. Distribution of Content to others is strictly prohibited. You agree that CodeNode would be irreparably harmed by any violation or threatened violation of this section and that, therefore, CodeNode shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide, or third parties including CodeNode members may provide, links to other websites or resources, which are not maintained by or related to CodeNode. Links to such sites are provided as a service to our users and are not sponsored by, endorsed or otherwise affiliated with CodeNode. CodeNode has no control over these sites and their content which is subject to and governed by the Terms of Service and/or privacy policies,



if any, of the applicable third-party content providers. CodeNode makes no representations or warranties about the content, completeness, quality or accuracy of the links, materials or information contained on any such website. Therefore, you acknowledge and agree that CodeNode is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that CodeNode is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by, or in relation to, the use of any Content, goods or services offered through these links or any failures and/or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links. YOU AGREE THAT IF CODENODE REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED AND YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING SUCH REQUEST, CODENODE HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU. links to third party websites, and some of the content appearing on CodeNode may be supplied by third parties. CodeNode has no responsibility for these third-party websites nor for their content, which is subject to and governed by the Terms of Service and/or privacy policies, if any, of the applicable third-party content providers.

- c. Ownership of Your Content.** Any Content other than your Content is the property of the relevant Uploader, and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for any purposes except via the features of the Websites from time to time and within the parameters set by the Uploader on the Service or with the express written consent of the Uploader. Where you repost another user's Content, or include another user's Content in a set, you acquire no ownership rights whatsoever in that Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to the relevant Uploader.

**12. Restrictions on Use of Materials.** You acknowledge that CodeNode contains images, text, and other content (collectively, "Intellectual Property") that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Intellectual Property is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and CodeNode owns a copyright in the selection, coordination, arrangement and enhancement of such Intellectual Property. All trademarks appearing on this Websites are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Intellectual Property, in whole or in part. When Intellectual Property is downloaded to your computer, you do not obtain any ownership interest in such Intellectual Property. Modification of the Intellectual Property or use of the Intellectual Property for any other purpose, including, but

not limited to, use of any Intellectual Property in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

**13. Downtime.** CodeNode strives to provide maximum availability of the Service. However, the Services are subject to maintenance, repairs, inspections, modifications and improvements, during which the Services may not be available. Scheduled downtimes are subject to change. As to any outage of the normal Services resulting therefrom or from circumstances outside of CodeNode's control, such outage shall not constitute a breach of contract by CodeNode.

**14. Copyright Policy.** CodeNode prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by electronic mail to: [legal@codenode.gg](mailto:legal@codenode.gg)

If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to CodeNode at the address shown above, giving a written statement that contains:

- a. identification of the copyrighted work and/or intellectual property right claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address, and daytime telephone number, and an e-mail address if available;
- d. a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law;
- e. a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and
- f. the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right.

CodeNode will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting

such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

**15. Liability for Content.** You hereby acknowledge and agree that CodeNode (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such Content, and (iii) plays no active role and gives no assistance in the presentation or use of the Content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Websites, and to the extent permissible by law, CodeNode excludes all liability with respect to all Content (including Your Content) and the activities of its users with respect thereto.

You hereby acknowledge and agree that CodeNode cannot and does not review the Content created or uploaded by its users, and neither CodeNode nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Websites for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Service or applicable law.

CodeNode and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content uploaded to the Websites by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Websites. By using the Websites, you irrevocably waive the right to assert any claim with respect to any of the foregoing against CodeNode or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

**16. Repeat Infringers.** CodeNode will suspend or terminate your access to the Websites and Service if CodeNode determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Service.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Service, we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Websites terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by CodeNode at its sole discretion.

Please note that we do not offer refunds to Members whose accounts are terminated as a result of repeated infringement of these Terms of Service.

**17. Registration.** In order to use certain aspects of the Service you are required to register. We refer to registered users as “members”. Registered users are subject to the following specific terms in addition to all of the other terms in this Agreement:

- In consideration of your use of the Service, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States, and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction.
- You agree to provide true, accurate, current and complete information as required on the Service's Registration Form. If you provide any information that is untrue, incomplete, not current or inaccurate, CodeNode has the right to suspend or terminate your account and refuse your current or future use of the Service (or any portion thereof).
- You agree that CodeNode may, under certain circumstances and without prior notice, immediately terminate your CodeNode account, any associated username and/or access to the Service. Cause for such termination shall include, but is not be limited to:(i) a breach or violation of the Terms of Service or other CodeNode policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) extended periods of inactivity, (iii) your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in CodeNode's sole discretion and that CodeNode will not be liable to you or any third party for any termination of your account, password, username, deletion of Content and/or access to the Service.
- You agree that your account is non-transferable and any rights to your account, password, and username terminate upon your death or disability and/or termination of account for any reason.
- You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, contact CodeNode immediately. It is up to you to maintain the confidentiality of your password and account. CodeNode is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these terms.

**18. Limitation of Liability.** In no event shall CodeNode be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Websites or Service, or use thereof. Nothing contained in this Websites or in any written or oral communications from CodeNode or its employees or agents shall be construed to make any promise, covenant, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Websites and the Service provided by employees of the Websites are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. CodeNode makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Websites' content or that the functionality of the Websites will be uninterrupted or error-free or free from virus or third-party attack. You hereby

acknowledge that your use of the Websites and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL CODENODE, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITES, EVEN IF CODENODE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL CODENODE HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, WEBSITES OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS; LOST DATA; LOSS OF GOODWILL; COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT; WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; ILLEGAL, IMMORAL OR FRAUDULENT ACTIVITY; PERSONAL INJURY; PROPERTY DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF CODENODE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of CodeNode and sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, Websites or the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or user to CodeNode during the six months prior to notice to CodeNode of the dispute for which the remedy is sought.

**19. Indemnity by You.** You agree to indemnify and hold CodeNode, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a. your use of the Service and/or Websites in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;
- b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Websites, and/or your making available thereof to other users of the Websites, and/or the actual use of Your Content by other users of the Websites or related services in accordance with these Terms of Service and the parameters set by you with respect to the distribution and sharing of Your Content;

- c. any activity related to your account, either by you or by any other person accessing your account with or without your consent unless such activity was caused by the act of CodeNode.

**20. Attorney Fees.** In the event that CodeNode is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for CodeNode's attorneys' fees and costs.

**21. Parental or Guardian Permission.** Some of the Content on the Websites may not be appropriate for children. CHILDREN UNDER THE AGE OF 17 ARE NOT PERMITTED TO USE THE WEBSITES OR SERVICE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT.

**22. Privacy.** Use of the Websites and/or the Service is also governed by our Privacy Policy.

**23. Jurisdiction and Choice of Law; Dispute Resolution.** If there is any dispute arising out of the Websites and/or the Service, by using the Websites and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of New York with the same force and effect as if such service had been made within the State of New York. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**24. Arbitration Provision/No Class Action.** Except where prohibited by law, as a condition of using the Websites and/or Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Websites and/or Service, shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of New York. The parties

agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of New York.

**25. No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

**26. Availability Outside the U.S.** If you access CodeNode from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Websites from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

**27. Force Majeure.** CodeNode shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to: acts of God; war, riot, embargoes, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software for so long as such event continues to delay CodeNode's performance.

**28. Entire Agreement.** This Agreement contains the entire agreement between you and CodeNode regarding the use of the Websites and/or the Service.

**29. Severability; Waiver.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, CodeNode's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect CodeNode's ability to enforce such term at any point in the future.

**30. Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND BY ACCESSING AND/OR USING THE WEBSITES OR BECOMING A MEMBER, I AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Effective Date: 02/13/2024