

NodeHost – Terms of Service

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE NODEHOST SERVICES. WHEN ACCEPTED THESE TERMS FORM A BINDING CONTRACT BETWEEN YOU AND US.

ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN THESE TERMS AS IT AFFECTS YOUR RIGHTS UNDER THESE TERMS.

1. You and Us

Welcome to NodeHost. Formally, we are NodeHost LLC (“NodeHost,” “we,” “us,” and “our”). We provide online storage and masternode services for tokens (collectively, the “Services”). Some of the Services are provided via our website at NodeHost.online (the “NodeHost Site”).

We use the term “user” or “you” or “your” to mean any user of our Services, whether or not the user has registered with us. We use the term “registered user” to refer to anyone who has registered with us.

A registered user may register with us on his or her own behalf, or on behalf of other people or companies. Any user who does not register with us is an “unregistered user”. These Terms apply to each user.

These Terms of Service (“Terms”) govern your access to and use of our Services. By accessing or using the Services, or by registering as a user, you agree to be bound by these Terms as if these Terms were signed by you in ink on a hard-copy agreement. We may periodically ask you to confirm that you agree to these terms, including by taking a particular action, such as clicking a button labelled “I Agree”.

Any personally-identifiable information about you or anyone else (“Personal Data”) may be stored on or through the Services. Please take precautions to protect your password and other account data, and contact us at Contact@NodeHost.online if you believe your account has been accessed by an unauthorized person.

You are responsible for safeguarding the password and other account data that you use to access the Services and for any activities or actions on your account. Therefore, you must not share with or disclose your password or account data to anyone.

2. The Process

This is our current process. We may change our process from time to time.

- NodeHost is a token storage and distribution system.
- Each user creates a NodeHost account that includes one or more wallets.
- Each user may have different types of tokens from different sources.
- The users deposit their tokens into wallets that we host on our servers, so we possess each user’s tokens.

- When the user submits a withdrawal request, we send the tokens to the address specified by the user.
- If a user has deposited the minimum number of tokens in a particular currency required to establish a masternode in that currency, and has complied with all other requirements to establish a masternode, then the user may then launch a masternode through our user portal.
- The user can collect the user's rewarded tokens displayed in our portal, sell those rewarded tokens or let them stay in the user's account.
- For any tokens deposited by a user that are not in a masternode controlled by the user ("idle tokens"), we reserve the right to hold each user's idle tokens in any location in the Service we choose.
- Regardless of where each user's tokens are stored they may be withdrawn by the user at any time by complying with our current token withdrawal process.

3. Fees

These are our current fees. We may change our fees at any time on written notice to our users, by modifying these Terms, or by publishing a fee schedule.

We take a service fee from each reward or award in the range of 1% to 10% of newly-minted tokens that each user's masternode receives. Rewards come in the form of the same token or currency that the masternode collateral is in.

For example, if a user deposits 1000 tokens as collateral to launch a masternode, and the user subsequently receives a reward of 10 tokens through that masternode, then we take 1% to 10% of the newly-minted tokens received by the user.

On each withdrawal of tokens, we charge a fee of 0.1% of the tokens withdrawn. The withdrawal fee is charged in the same type of token or currency as the withdrawn tokens. For example, if a user chooses to withdraw 5000 tokens in one currency and 2500 tokens in a second currency, the user will be charged 5 tokens ($0.001 \times 5000 = 5$) in the first currency and 2.5 tokens ($0.001 \times 2500 = 2.5$) in the second currency.

Most fees are assessed by us directly from your account with us. However, we may also assess fees that you pay to us. For any fees that you fail to pay when due, we may charge a late payment fee of one percent per month of the amount overdue. We will also charge you for any costs of collection, including our attorney's fees and expenses.

4. Content

Any information, text, graphics, photographs, artwork or other materials uploaded, downloaded or appearing on our Services, including all Personal Data, are collectively referred to as "Content". When you provide Content to us ("your Content"), you warrant to us that you have all rights necessary to provide your Content to us.

In addition to your Content, some of the Content on the Services is owned by us (“NodeHost Content”), and by other people and entities (“Third Party Content”). You may use NodeHost Content and Third Party Content for your personal use while you are a user of the Services. Except for your Content, you may not share any Content with any other person or entity without the prior written permission of the owner of that Content. For example, you would need to obtain the prior written permission of the third party that owns the Third Party Content prior to re-posting it to another website or sharing it with others.

We own the NodeHost Content and the Services. You may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices in or accompanying the Services or any of the Content other than your Content. You may not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Services or any Content other than your Content.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or organization that originates the Content. We do not monitor the Content posted via the Services. Except for NodeHost Content, NodeHost will not be liable for any Content, including but not limited to any errors or omissions in any Content, or any loss or damage of any kind incurred arising out of the Content or any use of any Content.

Your use of or reliance on any Content or materials posted on the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services. We do not endorse any opinions expressed via the Services.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings or Content that have been mislabeled or are otherwise deceptive.

For any of your Content that you provide to us, you grant NodeHost a nonexclusive, perpetual, irrevocable, worldwide, unlimited, assignable, sublicenseable, transferable, fully paid-up and royalty-free right and license to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize your Content in any form, format or process now known or hereafter discovered, via the Services or otherwise, including but not limited to any user-generated Content, ideas, concepts, techniques or data, without any further consent by you, and without any notice or compensation to you or to any third parties (“Content License”). Except for the Content License you grant to us, you retain the ownership or other rights you may have to your Content. Prior to providing us with your Content, you should retain a copy of your Content in a safe place accessible to you. As noted elsewhere in these Terms, the Content License does not apply to your Personal Data.

By using our Services, or by submitting your Personal Data to us, you consent to the collection, storage, processing and onward transfer of your personal Information as stated in the current version of the Privacy Statement and these Terms.

Any trade names, branding, trademarks or service marks (collectively, “Marks”) remain the property of their owner. Any and all use of Marks owned by a party, and the goodwill generated thereby, shall accrue to the benefit of the owner of the Marks.

You are responsible for your use of the Services, for your Content, and for the consequences of what you do and the decisions you make.

5. User “Do’s” and “Don’ts”

As a condition to your right to access and use the Services, you agree to these Terms and to strictly observe the following Do’s and Don’ts.

Do the following:

Do comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements.

Do provide accurate information to us and update it as necessary.

Do review our Privacy Statement.

Do review and comply with notices sent by us concerning the Services.

Don’t do the following:

Don’t act dishonestly, inappropriately or unprofessionally by posting inappropriate, inaccurate, or objectionable Content.

Don’t reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property contained or embedded in or used to provide the Services or NodeHost Content, or any part thereof.

Don’t use software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other part of the Services.

Don’t use “bots” or other automated methods to add or download Personal Data or other Content, or send or redirect messages or other permitted activities, except through tools provided or expressly permitted by NodeHost.

Don’t override any security component included in or underlying the Services.

6. How Old are You?

You must be at least 18 years old to use the Services. You warrant that you have the right, authority and capacity to enter into these Terms as a binding agreement.

If you are 17 years old or younger, please ask your parent or guardian to open and operate an account with us on your behalf.

7. Privacy

As noted in our [Privacy Statement](#), and subject to applicable data protection, privacy and security laws and regulations, we provide the Services to registered users from within the United States, and we currently store all personally-identifiable information (“Personal Data”) of users that we collect and retain on computer servers located inside the United States. At any time after the date of these Terms, we may also choose to store Personal Data and Content on servers located outside the United States.

The Content you submit to us might reveal your gender, ethnic origin, nationality, age, religion, sexual orientation, health information, or other Personal Data or sensitive information about you or others. Each time you use our Services or submit Personal Data or other Content to us, or register with us, you confirm your consent to the collection, storage, processing, use, sharing, and onward transfer of your Personal Data and any other Personal Data you submit, and all other Content you provide, as further stated in the version of these Terms and the version of the Privacy Statement that are current as of the date of your submission of the Content.

Please note, however, that any Personal Data, or other Content or data collected, stored or processed by a third party is subject to any privacy statement or agreements of that third party. We are not responsible for the privacy practices, security, or other aspects or processes of any third party, except as expressly stated in the current version of these Terms or in the current version of the NodeHost Privacy Statement.

8. Our Rights

We reserve the right at all times (but we do not have an obligation) to remove or refuse any Content on the Services, to suspend or terminate users, and to reclaim user names without liability to you. We also reserve the right to access, read, preserve, and disclose any Content, data or other information (including Personal Data) as we reasonably believe is permitted by law and necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of NodeHost, the Services, our users and the general public.

9. Links to Third Parties

The Services may contain links to third-party websites, social media or features. There may also be links to third-party websites, social media or features in images or comments within the Services. As noted elsewhere in these Terms, the Services include and contain Content that we do not control, maintain or endorse. The Services may also permit interactions between the Services and a third-party website, social media or feature, including applications that connect the Services or your profile on the Services with a third-party website, social media or feature. NodeHost does not control any of these third-party services or any of their content. You expressly acknowledge and agree that NodeHost is not liable for any such third-party services, content, or features.

By using a third party service, you acknowledge and agree to the following: (i) if you use a third party service to share information, you are consenting to the sharing of information in and about your profile with and through the third party service; (ii) your use of a third party service may

cause your Personal Data and other Content to be publicly disclosed, even if NodeHost has not itself provided such information; and (iii) your use of a third party service is at your own option and risk, and you hereby defend and indemnify us against, and hold us harmless from, any harm, damage, cost, and claims that may result from or be related to your use of any third party service.

10. Copyright Policy

NodeHost respects the intellectual property rights of others and expects users of our Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law (including the Digital Millennium Copyright Act or “DMCA” at 17 U.S.C. §512) and are properly provided to us. If you would like the benefit of your legal protections under the DMCA, please review the DMCA to ensure your compliance.

If you believe that particular Content has been copied in a way that constitutes copyright infringement or the infringement of other intellectual property rights, please send us a written request (“takedown notice”) to remove the allegedly-infringing Content (“Accused Content”). Each takedown notice must be in English and include the following information:

- Identification of the copyrighted work claimed to have been infringed.
- Identification of the Accused Content or other material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- Information reasonably sufficient to permit us to locate the Accused Content (e.g., if it is on the NodeHost Site, a detailed uniform resource locator or “URL”).
- Your contact information, including your postal address, telephone number, and an email address.
- A statement by you that you have a good faith belief that use of the Accused Content or other material in the manner complained of is not authorized by the copyright owner or other owner, its agent, or the law.
- A statement that the information in the notice is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner or other owner.
- A physical or electronic signature of the copyright owner, other owner, or a person authorized to act on their behalf.

On our receipt of a takedown notice, we may publish the takedown notice to the general public, or provide a copy of the takedown notice to the user that uploaded or provided the Accused Content. For any takedown notice that is subject to the provisions of the DMCA, the original provider of the Accused Content may have the right to send a notice to us (“counter notice”) demanding that the Accused Content be restored to the Services.

In compliance with the DMCA or other applicable law, we may implement any takedown notice by removing the Accused Content or other material from public view on the Services, and we may implement any counter notice by restoring the Accused Content or other material to public view on the Services. In either case, NodeHost shall bear no liability to you or anyone else for the posting, removal or re-posting of any Accused Content.

Independent of the DMCA and any other applicable laws or regulations, we reserve the right to remove any Accused Content without prior notice, at our sole discretion, and without liability to you or anyone else. In appropriate circumstances, NodeHost will also terminate a registered user's account if we determine the registered user to be a repeat infringer. Our designated copyright agent for sending takedown notices and counter notices is:

Attn: Copyright Agent, NodeHost LLC, 3643 Lancaster Avenue, Philadelphia, PA 19104, U.S.A.

Email: Contact@NodeHost.online

11. Disclaimer of Warranties

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND, AS A RESULT, THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

WE PROVIDE THE SERVICES AND ALL INFORMATION, INCLUDING THE CONTENT, ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS ABOUT OUR SERVICES OR THOSE OF OUR PARTNERS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ON BEHALF OF NODEHOST, OUR PARTNERS, AND OUR RESPECTIVE SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, EMPLOYEES, MEMBERS, DIRECTORS OR SERVICE PROVIDERS ("AFFILIATES"), WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR FEEL HARMED BY US, THE SERVICES, OR ANYTHING RELATED TO THE SERVICES, YOU MAY CLOSE OR TERMINATE YOUR ACCOUNT AND STOP USING THE SERVICES, AS FURTHER STATED IN THE TERMINATION PROVISIONS OF THESE TERMS. TERMINATION IS YOUR SOLE AND EXCLUSIVE REMEDY.

WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. WE DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR WITHOUT ERRORS. THE OPERATION OF THE SERVICES, INCLUDING THE SOFTWARE AND THE NODEHOST SITE, MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS. FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONS, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET OR ANY OTHER NETWORK, AND FOR ANY OTHER REASON.

12. Termination

You may terminate your NodeHost account for any reason or no reason, and at any time. To

terminate your NodeHost account, contact us at Contact@NodeHost.online. Termination of your account will be effective upon our processing of the notice we received from you.

We may terminate your NodeHost account and these Terms for any reason or no reason, at any time, with or without notice. Any termination by us shall be effective immediately or as may be specified in our notice.

We may restrict, suspend or terminate the account of any registered user, or block the access of any unregistered user or registered user, who abuses or misuses the Services. Misuse includes, among other things, registering under more than one identity, infringing any intellectual property rights, using any functionality, feature or capability of the Services to generate, support or transmit any form of spam, engaging in any behavior or activity that we asked you not to do, or any other behavior that we, in our sole discretion, deem contrary to the mission and purpose of NodeHost and the Services.

Upon the termination of your NodeHost account, you will lose access to some or all of the Services. We may block access to the Services from an Internet Protocol ("IP") address or range of IP addresses associated with those of terminated users. Upon termination, all licenses and other rights granted to you by us in these Terms will immediately cease, but any licenses you have granted to us will survive termination regardless of the reason for such termination. In addition, any fees invoiced to you prior to termination that have not been paid will continue to be due in accordance with these Terms.

13. Indemnification

You agree to defend, indemnify and hold NodeHost harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following alleged activities: (i) your Content or your access to or use of the Services; (ii) any alleged breach of these Terms; (iii) any breach, infringement, misappropriation or violation of any third-party right including without limitation any intellectual property right, publicity right, confidentiality, property right or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, any regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. We ask that you cooperate as reasonably requested by NodeHost in the defense of any claim. NodeHost reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim against NodeHost without the prior written consent of NodeHost, which consent NodeHost may refuse in its sole discretion.

14. Limitation of Liability

SOME REGIONS, COUNTRIES AND OTHER JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. FOR EXAMPLE, THE STATE OF NEW JERSEY DOES NOT PERMIT THE LIMITATION OR EXCLUSION OF LIABILITY IN CONSUMER CONTRACTS.

TO THE EXTENT PERMITTED BY LAW, NEITHER NODEHOST NOR ANY OF OUR PARTNERS, OR ANY OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, EMPLOYEES, MEMBERS, DIRECTORS OR SERVICE PROVIDERS (“AFFILIATES”) SHALL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES, IF ANY, YOU PAID NODEHOST DURING THE CALENDAR YEAR IN WHICH SUCH EVENT IS CLAIMED TO HAVE OCCURRED, OR USD \$100, WHICHEVER AMOUNT IS GREATER.

NEITHER NODEHOST NOR ANY OF THE NODEHOST AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU, ANY ENTITY, OR ANY THIRD PERSON. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (I) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, (II) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (III) THE LIMITED REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE THAT TOKENS, CRYPTOCURRENCY, BLOCKCHAIN TECHNOLOGY AND RELATED SERVICES (COLLECTIVELY, “BLOCKCHAIN”) ARE ALL RELATIVELY NEW AND EXTREMELY RISKY. CRYPTOCURRENCY, TOKENS AND OTHER BLOCKCHAIN TECHNOLOGIES ARE EXTREMELY VOLATILE, AND THE PROVIDERS MAY FAIL OR CLOSE AT ANY TIME AND WITHOUT ANY WARNING.

15. General Provisions

Severability. If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be illegal, void, or unenforceable, the provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the parties with respect to the provisions within the context of the overall Terms. If a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms will not be affected.

Entire Agreement. These Terms, together with the Privacy Statement, which is incorporated herein by this reference as if set forth herein in its entirety, constitute the entire, complete and exclusive agreement between you and us regarding the Services, and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and the Privacy Statement. You acknowledge that you have had the opportunity to review these Terms and our Privacy Statement with counsel of your choice.

Amendments to these Terms. We reserve the right to modify, supplement or replace these Terms, effective upon posting the revised Terms on the Services, including on the NodeHost Site, or by sending a copy of the revised Terms to the email address we have for you. Your use of the Services after any such update or modification shall confirm your agreement to the modified version of the Terms. If you do not want to agree to any version or set of changes to the Terms, you may terminate your account with us, or otherwise terminate your use of the Services promptly after posting of the revised Terms, in which case the prior set of Terms in effect as of the date of termination shall continue to control any disputes or other issues that may arise regarding your use of the Services. Only

modifications, supplements or replacements of these Terms as stated in this provision shall be valid and effective to amend the Terms. Any other purported amendments shall be void and of no force or effect.

No Informal Waivers, Agreements or Representations. Any failure to act with respect to a breach of these Terms by one party does not waive the other party's right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Terms, no representations, statements, consents, waivers or other acts or omissions by either party or its affiliates shall be deemed legally binding unless expressly and specifically documented in a writing signed by the parties that refers to the Terms and states expressly the intent to modify or supplement the Terms.

Assignment and Delegation. You may not assign or delegate any rights or obligations under the Terms without the prior written permission of NodeHost. Any purported assignment and delegation by you shall be ineffective. We may freely assign or delegate some or all of our rights and obligations under the Terms and Privacy Statement, effective on sending a notice to you at the email address we have for you, or if we have no email address for you, by posting a notice of assignment on the NodeHost Services.

Contact Us. You may contact us via email at Contact@NodeHost.online. Or via postal mail or courier at:

Attn: Law Department, NodeHost LLC, 3643 Lancaster Avenue, Philadelphia, PA 19104, U.S.A.

Governing Law and Arbitration

These Terms and any action related thereto are governed by the law of the Commonwealth of Pennsylvania, and the federal law of the United States of America, without regard to or application of any conflict of laws provisions or principles. Any dispute between us, whether or not arising out of these Terms, the [Privacy Statement](#), the Services, or their performance, shall be determined by one arbitrator in binding arbitration. For any arbitration with a resident or citizen of the United States, the arbitration will be administered by the American Arbitration Association ("AAA") pursuant to its current Commercial Arbitration Rules; otherwise, the arbitration will be administered by the International Centre for Dispute Resolution ("ICDR") pursuant to its current International Arbitration Rules. The language of the arbitration shall be English. To accommodate parties and witnesses that may be distant from each other, each hearing shall be conducted by audio conference or video conference. The award of the arbitrator shall be final and binding on the parties, and may be entered and enforced in any court or other tribunal of competent jurisdiction.

16. Effective Date and History.

These Terms were last revised: July 1, 2018.

Prior revisions of these Terms:

- None.

NodeHost - Privacy Statement

Welcome to NodeHost. Formally, we are NodeHost LLC (“NodeHost,” “we,” “us,” and “our”). We provide online storage and masternode services for tokens (collectively, the “Services”). Some of the Services are provided via our website at NodeHost.online (the “NodeHost Site”).

Each person or entity who uses our Services is referred to as a “user” or “you” or “your”. If you subscribe to any of our Services, we will refer to you as a “registered user”. If you don’t register with us, we will refer to you as an “unregistered user”.

This document is our statement of our privacy practices (“Privacy Statement”). Among other things, it explains how we and some of the companies we work with collect, use, share and protect the information you provide to us (“your Content” or “User Content”). The User Content may include any personally-identifiable information, including without limitation name, address, telephone numbers, electronic mail and postal addresses, personal health information, personal financial information, and other sensitive information that identifies or is uniquely associated with an individual (collectively, “Personal Data”). This Privacy Statement also discusses your choices about the collection, storage and use of your Personal Data.

Any Content that is not Personal Data is referred to as “Non-Personal Data.” Non-Personal Data includes information about how users use the Services, what Services users select, how users respond to service offerings, how users share information with others, what users say they like and dislike, all of which we aggregate into larger data sets that do not identify individuals (“Behavioral Data”).

Among other services, NodeHost connects users with other companies in the industry (collectively, “Partners”). This Privacy Statement does not apply to any Partners or to any other websites, mobile applications, individuals, businesses or organizations. This Privacy Statement does not apply to any Personal Data or other Content collected via any means other than the Services.

By using our Services, you consent to the collection, transfer, analysis, transformation, storage, disclosure and other uses of your Content, including your Personal Data, as described in this Privacy Statement.

1. Information We Collect

As noted above, we collect Content from you while providing the Services. Some of the Content is Personal Data that we use to contact you and our Partners, and which is necessary to provide the Services. Other Content we collect from you includes Behavioral Data and other Non-Personal Data that we aggregate, share, and use to improve our Services, the services of our Partners, and others in the industry.

We collect many different types of information from you, both directly and indirectly.

Information you provide us directly

- **Registration information.** When you create or modify an account, or subscribe to our Services, you provide Personal Data to us, such as your user name, age or age-range (to confirm the user as an adult), password, postal address, country of domicile, and email address.
- **Payment information.** Most of the fees we collect are deducted from each user's account, so we collect any Personal Data we may need to collect and process tokens in your account for your purposes (e.g., depositing tokens) and for our purposes (to collect tokens from your account for the payment of our Services). For any other fees, we may use a third-party payment processor ("Processor") to process your payments, so we do not store your credit card numbers or other payment information. Please note that our Processor does store and process your credit card numbers and other payment information in accordance with the Processor's privacy policies and privacy statement, and subject to applicable law.
- **Profile information.** You may provide us with additional profile information that you choose to make public or share with other users. You may also provide information to customize your account, such as a telephone number for the delivery of short message system ("SMS") or text messages. Each individual user may connect with other users and third parties to share their Personal Data and Content. Similarly, Partners and other third parties may provide their Personal Data and Content to the Services to attract and communicate with users, and share Content. We may use your contact information and other Personal Data to send you information about our Services, or to market to you. You may use your account settings to customize notifications from us. If you email us, we may keep your message, email address and contact information to respond to your request.
- **Location Information.** We may ask for your postal address or your geographic location information, especially if you place an order for Services with us. When you post User Content to our website or to social media, you may provide your location information, including global positioning system ("GPS") data or other location information embedded in or accompanying the User Content (e.g., in tags or captions) or embedded in the User Content.
- **Communications between you and NodeHost.** We may send you emails, SMS or text messages, and other electronic communications for sales and delivery, account verification, notices of changes/updates to features of the Services, technical and security notices, and for other purposes. We may collect and store these communications.

Information we gather from your use of our Services

- **Emails.** We collect and may save private emails sent to us by users, and we may share your emails with any third parties or other users. Any public posts on Services may be viewed by any user and is public to anyone who visits the Services. You may elect to disclose certain Personal Data and Non-Personal Data. The information you submit to any public forums is not confidential or private, and NodeHost does not

protect it. All information you choose to provide publicly, including information that identifies you or others, can be read, collected, or used by other users and by other third parties, and could be used to send you unsolicited messages and for other purposes.

- **Social Media.** In addition to media that we control, you may post comments, photographs, drawings and other User Content on third party social media, such as Facebook, SnapChat, Instagram and Twitter, each of which enforces its own terms of use and privacy policy for its service. As noted in the Terms and our other online documents, we may use and copy the User Content you post. More to the point, your User Content may contain Personal Data about you and other people in the form of names, email addresses, personal health information, and location information. You should also be aware that a photograph, drawing or other image of a person may be Personal Data to the extent the person may be recognized in and identified by the photograph or drawing, and medical or other healthcare information may be gleaned from any medical conditions, disorders or diseases are discussed or portrayed in the User Content. We may collect and use User Content and the Personal Data contained in the User Content to market our Services.
- **Analytics.** We use third-party analytics tools to help us measure traffic and usage trends and other Non-Personal Data for the Services. These tools collect information sent by your device or our Services, including the web pages you visit, add-ons, and other information that assists us in improving our Services. We collect and combine this analytics information with analytics information from other users so that it cannot be used to identify any particular individual user.
- **Metadata.** Metadata is usually technical data that is associated with other data, including User Content. For example, metadata can describe how, when and by whom an item of User Content was collected and how that User Content is formatted. NodeHost may collect and store metadata, including about each user's public posts on the Services.
- **Links.** NodeHost may keep track of how you interact with links across our Services, including our email notifications and third-party Services by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant local data, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.
- **Device Identifiers.** We may access, collect, monitor, store on your device, or remotely store one or more "device identifiers." Device identifiers are small data files or similar data structures stored on or associated with your computer, phone or other device, which uniquely identifies your device. A device identifier may be data stored in connection with the device hardware, data stored in connection with the device's operating system or other software, or data sent to the device by NodeHost. A device identifier may deliver information to us or to a third-party partner about how you browse and use the Services and may help us or others provide reports or personalized Content and ads. Some features of the Services may not function properly if use or availability of device identifiers is impaired or disabled.

- **Log Data.** Our servers automatically record information ("log data") created by your use of the Services. Log Data may include information such as your Internet Protocol ("IP") address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device and application IDs, search terms, and cookie information. We receive log data when you interact with our Services, for example, when you visit our website, sign into our Services or interact with our email notifications. NodeHost uses log data to review how we provide our Services and to measure, customize, and improve the Services.

2. How We Store Your Information

- We currently provide the Services from within the United States, and we store all User Content, including Personal Data, that we currently collect and retain on servers located inside the United States that we control.
- In the future, we may store Personal Data and other User Content on servers located outside the United States.
- By using our Service, you may store your tokens and any related Personal Data using blockchain technology ("Blockchain") that distributes your data into multiple databases that are stored in every computer running a node for that specific Blockchain technology. As a result, any Personal Data stored using the Blockchain may be stored on servers anywhere in the world, and neither you nor we will know all of the locations where your Personal Data is stored.
- Certain types of User Content you submit to us might reveal your gender, ethnic origin, nationality, age, religion, sexual orientation, or other Personal Data or sensitive information about you or others.
- By using our Services, or by submitting your Personal Data to us, you consent to the collection, storage, processing and onward transfer of your Personal Data as stated in the current version of this Privacy Statement and the current version of our other online documents, including the [Terms of Service](#).

3. How We Use Your Information

We share and use your Personal Data in the following circumstances:

- **Opt-in with Your Consent.** We may ask for your permission to share your Personal Data with other people and organizations outside of NodeHost, including to help conduct studies or provide you with other services. As with any opt-in procedure, you are under no duty to agree to a request that you opt-in.
- **Partners and Affiliates of NodeHost.** We may share your Personal Data with Partners and with our NodeHost affiliates (meaning entities controlled by, controlling or under common control with NodeHost) as necessary to sell and provide the Services. However, any Personal Data stored in one country or jurisdiction would not be forwarded

to another country or jurisdiction, except in compliance with applicable laws and regulations.

- **Cookies:** Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device and to provide features and remember your personalization choices. We use cookies to make it easier to access and use our Services. The help feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer. Because cookies allow you to take advantage of some of the Services's essential features, we recommend that you leave them turned on. Cookies are also used to display particular Content and to set session identifiers for visitors who voluntarily join user areas.
- **Opt-out Email or Postal Address.** If you supply us with your postal or email address, and country of domicile, you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not want to receive such mailings, please let us know by sending an email to us at the "opt-out" address, below. We will remove your name from the list we use internally. Opting-out of these emails does not mean we remove your email from our system entirely, because we still retain your email addresses for other purposes.
- **Service Providers.** We employ third party companies and individuals to facilitate our Services (e.g., payment processing, maintenance, analysis, audit, marketing and development). These third parties may have limited access to your Personal Data only to perform these tasks on our behalf and are obligated to NodeHost not to disclose or use your Personal Data for other purposes.
- **Required by Law.** We may access, preserve and share your Personal Data in response to a legal request (such as a search warrant, court order or subpoena). We may also access, preserve and share Personal Data when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.
- **National Security and Intelligence Activities.** We may release your Personal Data to authorized federal officials for intelligence, counterintelligence and other national security activities when required by law. For example, under current law in the United States, certain federal officials may require that we provide Personal Data and other Content in response to a national security letter, subpoena, demand, or court order. In some cases, we would be required not to tell you that we complied with that letter, subpoena, demand, or court order. Where permitted by applicable law, we reserve the right to comply with, or to fight or quash, any such letter, subpoena, demand, or court order.

- **Change of Control.** If we sell or otherwise transfer part or the whole of NodeHost or our assets to another organization (e.g., a merger, acquisition, or reorganization), your Personal Data such as user name and email address, User Content and any other information collected through the Services may be among the items sold or transferred. You will continue to own your User Content, but the license you grant to us in the Terms may be transferred to others.
- **Non-Personal Data.** We may share Non-Personal Data publicly and with publishers, researchers or connected sites. For example, we may share aggregated Non-Personal Data publicly to show trends about the general use of our Services. Non-Personal Data includes aggregated or collective information about multiple users that does not reflect or reference an individually-identifiable user.
- **Other.** In addition to some of the specific uses of information we describe in this Privacy Statement above, we may use Personal Data that we receive to:
 - help you efficiently access your information after you sign in.
 - remember information so you will not have to re-enter it during your visit or the next time you visit the Services.
 - provide personalized Content and information to you and others, which, in the future, could include online ads or other forms of marketing.
 - provide, improve, test, and monitor the effectiveness of our Services.
 - develop and test new products and features.
 - monitor metrics such as total number of visitors, traffic, and demographic patterns.
 - diagnose or fix technology problems.

4. **Your Right to Review, Request Changes, and Disclose Personal Data**

Subject to applicable laws and regulations, each user may inspect and receive a copy of his or her Personal Data as stored in the Services. In rare circumstances, we may deny a request, and we may provide you with an explanation. If we deny your request, you may request a review by another professional, who will be chosen by NodeHost, and we will comply with the outcome of the review.

Subject to applicable laws and regulations, the Personal Data you provide to us remains completely under your control. If you believe the Personal Data we have is incorrect or incomplete, you may in writing request an amendment to your Personal Data. We will approve or deny each request, and notify you of our decision. If approved, we will amend the Personal Data. We will also make a reasonable effort to notify people to whom the Personal Data was released. In the case of a denial, we will provide the reason for the denial and instructions on how to appeal.

Any information or User Content that you voluntarily disclose for use of the Services, such as your user name, your Personal Data or your User Content, may become available to the public if you release it to other users or to the general public. Once you have shared your Personal Data or your User Content with other people, or otherwise made it public, that Personal Data and your User Content may be re-shared by others.

5. **Children**

Our Services are not directed to persons under age 18. If you are the parent or guardian of a person under 18, and you become aware that your young person has provided us with Personal Data or User Content without your express consent, please contact us at Contact@NodeHost.online and we will remove the information or User Content, and we will terminate the young person's account. You may then establish an account that you manage for your child or guardian.

6. Changes to this Privacy Statement

We may modify our Privacy Statement from time to time on prior written notice sent to the email address we have for you. For any user who has not provided us with an email address, the revised Privacy Statement will become effective when posted on the Services. If you choose not to be subject to a revised version of this Privacy Statement, then you may terminate your account with us.

7. Different Locations, Different Laws

The laws and regulations that address privacy rights and responsibilities (collectively, "Laws") are different from one to another. Indeed, some of the Laws do or do not apply depending on different factors, including:

- Location or residence of the user.
- Location or residence of the individual that is the subject of the Personal Data ("Data Subject").
- Location or residence of the person or organization that employs or contracts with the Data Subject.
- Location of each server or other machine where the Personal Data is received, stored, processed or forwarded to.
- Location of each server or other machine that hosts a copy of the Blockchain in which your tokens and any Personal Data are stored.
- Location of the relevant office of NodeHost.

Several of the Laws that concern unregistered users, registered users, and NodeHost are discussed in this Section, but these are not all of the Laws that may apply. In addition, if there is any conflict or ambiguity between the statements made in this Privacy Statement and an applicable Law, then the Law will control.

7.1 United States Federal Laws

Several of the federal Laws in the United States may apply to the Personal Data collected by us.

Currently, all Personal Data of users resident in the United States is stored on servers and other machines physically located within the United States.

7.1.1 Health Insurance Portability and Accountability Act ("HIPAA")

Currently, HIPAA does not apply to the Services as we are neither a covered entity nor a business associate (as those terms are used in HIPAA).

7.1.2 Children’s Online Privacy Protection Act (“COPPA”)

Currently, COPPA does not apply to the Services. Each registered user and other user must be 18 years of age or older. As noted in this Privacy Statement, if we learn of any registered user is under the age of 18, or if any parent or guardian of a user under the age of 18 contacts us, we will close that user’s account and remove all information provided by the individual from our Services.

7.2 State Laws in the United States

Individual states in the United States have passed and enforce information privacy and security laws.

- 7.2.1 Your California Privacy Rights

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your Personal Data by us to third parties for the third parties’ direct marketing purposes. To make such a request, please send an email to Contact@NodeHost.online, or send us postal mail at:

Attn: Privacy, NodeHost LLC, 3643 Lancaster Avenue, Philadelphia, PA 19104, U.S.A.

Pursuant to California Civil Code Section 1798.83(c)(2), we do not currently share users’ Personal Data with affiliate companies or others outside NodeHost for those parties’ direct marketing use, unless a user elects that we do so.

If you are a California resident under the age of 18, and a subscriber of any site where this Privacy Statement is posted, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please send an email with a detailed description of the specific content or information to Contact@NodeHost.online. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal, even if requested.

By submitting any Personal Data or other User Content to us, or placing any order with us, you consent to the storage, processing, use and onward transfer of your Personal Data and User Content to us in the United States.

8. Use of Email Addresses and Other Contact Information

We collect the email addresses of those who voluntarily provide them to us, including unregistered users and registered users. You may receive subscription, editorial and other messages from the Services or from us. If you do not want to receive email from us in the future, please let us know at Contact@NodeHost.online .

9. Contact Us

If you have questions or concerns about this Privacy Statement, please contact us online at Contact@NodeHost.online, or by postal mail addressed to:

Attn: Privacy, NodeHost LLC, 3643 Lancaster Avenue, Philadelphia, PA 19104, U.S.A.

10. Revision Date and History

These Terms were last revised: July 1, 2018.

Prior versions of this Privacy Statement are listed below:

- None.