

TERMS OF USE

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Welcome to www.neonlabs.org!

Neon Labs Ltd. and its affiliates (“**Neon**”, “**we**”, “**us**”, “**our**”) provide Ethereum users with a toolkit to run their applications on better performed blockchain and expand Solana ecosystem with the toolkit for Ethereum applications.

Please read these Terms of Use (collectively with www.neonlabs.org/Privacy_policy_v2.pdf and www.neonlabs.org/Cookies_policy_v3.pdf, as they may be amended from time to time, referred to as “**Terms of Use**”) fully and carefully prior to using our website www.neonlabs.org or working with its mobile app, widget or other online products (“**Website**”) or utilizing any services, products, applications, materials or other content provided by Neon (“**Services**”). The Website is not a mass media.

We tried to make these Terms of use accessible, concise, and clear for you. If anything herein appears to be incomprehensive, please contact us, and we will provide you with necessary explanations.

INTRODUCTION

These Terms of Use determines the rules for using of the Website and the Services by our counterparties (“**users**”, “**you**”, “**your**”).

The Services are operated by Neon. The Service may contain links to third-party websites, apps, utilities, etc. (not operated by Neon) to exit the Service. We cannot accept liability for your use of services provided by such third parties.

Hereby you irrevocably declare:

- that you have read, understood, found satisfactory and fully accepted these Terms of Use;
- that you consider the Terms of Use and risk warnings and risk disclosures provided in the Website in any form.

We shall not be required to accept you as a counter-party, including acceptance as a full-fledged user, and we may be unable to accept you as a client until all Know-Your-Client and Anti-Money-Laudry documentation we require is duly executed and received, if required under applicable laws, and we reserve the right to reject your payments of any nature (donations, investments, payments, etc.) until it has received all necessary documentation, properly completed and duly executed.

ACCEPTANCE OF THE TERMS OF USE

By using the Website or the Services or by registering for the Services in any manner, including but not limited to visiting or browsing the Website alone, you give a consent to these Terms of Use and all other operating rules, policies and procedures (changes, amendment, alterations thereto) that may be published from time to time by Neon.

These Terms of Use apply to all users of the Services, including, without limitation, you, Internet viewers and users, contributors of content, information, material or Services (collectively with you and your legal representative referred to as “**Users**”).

YOUR ACCESS TO SERVICE

Eligibility criteria

The Service is neither targeted toward, nor intended for use by anyone who has not reached the sufficient age, has not have necessary consents (e.g., parental consents) and has not have relevant powers for such actions under the applicable law; as well as who has been barred from using the Website, receiving the Service, or other similar benefits under the applicable law (the “**Eligibility Criteria**”).

By enjoying the Service including mere browsing the content of the Website you represent and warrant that you meet Eligibility Criteria (if not, you may not, under any circumstances or for any reason, receive the Service).

If you are accepting these Terms of Use and using the Service on behalf of an entity (a company, organization, government), you represent and warrant that you are duly authorized to do so and have the authority to bind such entity to these Terms of Use.

Your account

Generally, the Website and Service are public and can be accessed without login or registration. However, to use certain portions of the Service you are required to sign up for an account. Therefore, to take full advantages of the Service, you shall register for the account.

When registered the account, you are strongly advised to take the following precautions:

- keep your account information up to date;
- maintain the security of your account by protecting your password and access to your device linked to the Service;
- be held accountable for the actions that occur on your account;
- notify Neon immediately of any change in your eligibility to use the Service, breach of security or unauthorized use of your account.

Certain equipment and software may be required to access and use certain features of the Service. In addition, Neon may need to automatically update some of the software you obtain through the Service or provide you with new software to keep the Service functioning properly, which could include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using the Service, you agree to such automatic updating.

USE OF SERVICE

Copyright and limited license

You may only use the Website and any content found in this Website (including, but not limited to, any images, logos, designs, insignia, marks, pictures, sounds, text, messages, tools, software, technology, products, files, information, data, demos, promotional materials, audiovisual and multimedia works and any other items or expressions (“**Neon Materials**”)) in accordance with the terms and conditions of these Terms of Use, Cookies Policy, Privacy Policy or additional terms, guidelines, policies published on the Website (“**Neon Documents**”) and you agree to comply with these terms and conditions at all times. The Website cannot be used as a platform for violating other person’s rights.

All materials contained on the Website with all intellectual property rights thereto, are owned by Neon. You also agree not to copy, republish, modify, transmit or otherwise distribute any of

the materials contained on the Website, except for your personal, non-commercial use, absent the prior written approval.

Subject to the terms and conditions of these Terms of Use and other Neon Documents we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license, to access and use this Website, to view, read, print, download, share, and display, or otherwise use content, solely for your personal use only on the Website. Except as expressly permitted by Neon Documents such license does not include:

- any resale or other commercial use of the Website or Neon Materials;
- the distribution, public performance or public display of any Neon Materials;
- modifying or otherwise making any derivative uses of the Website and/or any Neon Materials;
- use of any data mining, robots or similar data gathering or extraction methods;
- downloading (other than the page caching) of any portion of the Website, Neon Materials or any information contained therein; or
- any use of the Website or Neon Materials other than for its intended purpose.

You shall abide by all copyright notices, information and restrictions contained accessed on the Website or through the Services.

Any use of the Website or Neon Materials other than specifically authorized in these Terms of Use without the prior written permission of Neon is strictly prohibited and will terminate the license granted herein.

Copyright complaints

If you believe that anything on the Website infringe upon any copyright which you own or control, you may upon your discretion file a notification on such infringement according to procedure set forth in the Section “Contact us” below.

Please note that if you knowingly misrepresent in your notification that any material or activity is infringing, you will be liable for any damages, including any expenses and attorneys’ fee, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation.

Restricted actions

Whilst on the Service, you shall not:

- commit any unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, insulting, hateful, defamatory, discriminatory act, or use hate speech, which includes statements on violence, superiority (ethnic or racial hatred), homophobia, condoning or justifying terrorism, as well as related to displaying controversial flags, or engage us in any activity in connection with the Service that has implications in the form of such act;
- misuse of identification marks, trademarks, other information of Neon, other users, third parties without proper authorization;
- represent that you are authorized to act on behalf of Neon;
- take any action that imposes or may impose an unreasonable or disproportionately large load on Neon infrastructure;
- interfere with, disrupt, negatively affect (or attempt thereto) the proper working of the Service or any activities conducted on the Service;
- fail to comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion;

- bypass, circumvent or attempt to bypass or circumvent any measures Neon or authorities may use to prevent or restrict access to the Service;
- run any form of auto-responder or “spamming” on the Service, introduce any virus, Trojan, worms, junk mail or other harmful material to the Service;
- harvest or scrape any content from the Service;
- use the Service to participate in illegal lotteries, games of chance, or pyramid schemes;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent a blockchain smart contract technology so permit;
- modify, translate, or otherwise create derivative works of any part of the Service;
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- use or transmit any content of the Website on or to any other network;
- or otherwise take any action in violation of these Terms of Use or good practice.

To ensure a safe and healthy environment in Neon, you shall not (and shall not permit any third party to) take any action or upload, download, post, submit or otherwise distribute or facilitate distribution of any content that:

- is unlawful, false, misleading, untruthful or inaccurate;
- is violating these Terms of Use;
- infringes any patent, copyright, trademark, trade name, trade dress, trade secret, right of publicity, right of privacy, moral right, right of attribution or integrity or any other intellectual property right or proprietary right of any person or entity, or violates any law or contractual duty;
- crosses the line into abuse, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, offensive;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”);
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- impersonates any person or entity, including any of Neon’s employees or representatives;
- includes anyone’s identification documents or sensitive financial information;
- asking for votes or engaging in vote manipulation;
- is otherwise inappropriate as determined by Neon or authorities in their sole discretion.

You represent, warrant and covenant that:

- you will comply with all applicable laws, regulations and orders of any governmental authority in your use of the Service (including, without limitation, all export control laws, regulations, and orders);
- you are not located in, under the control of, or a national or resident of any country to which export of any content is prohibited by applicable law, regulation or order.

NEON’S RIGHTS

All right, title, license and interest in and to the Service and all associated proprietary rights are owned by Neon or its licensors, and no ownership of any of the foregoing items is transferred to you by virtue of these Terms of Use or Neon's permitting you to use the Service.

All rights not expressly granted to you hereunder are reserved by Neon and its licensors and other third parties. No right, title, license and interest in may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Services for any purposes is prohibited.

The information on the Website is subject to change without notice. We reserve the right to unilaterally and at our sole and absolute discretion (without prior notification), to:

- vary, modify, add or remove features, or add, exclude or amend any data, information, content on the Website. Once you access or use the Website when or after the Website was altered as given in this clause, you shall be considered and having accepted and agreed to any such alterations and changes;
- suspend or withdraw the provision of all or any of the information on the Website without prior notice at any time;
- ban, limit or deny access to, or rule ineligible, cancel or suspend the right to utilize the Website or any of thereof;
- block or restrict access to, or terminate, withdraw or suspend use of the Website in whole or in part. Neon shall not be liable for any loss which may be incurred; and
- disable any hyperlinks (links) for whatsoever reason.

THIRD PARTY SITES AND RESOURCES

The Service may permit users to link to, view, utilize or otherwise access to sites, services or other third-party resources on the Internet. These third-party resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such resources. If you believe that any linked third-party resources violate applicable law or may be inappropriate according to these Terms of Use, please notify us.

You shall bear entirely all at the risks of both using of the hyperlinks (links) and accessing to such websites (services): Neon does not provide any representation, warranty or undertaking regarding their safety and conformity to any expectations. Links to such third-party material, product, data, information, services and/or websites do not mean any approval and/or any endorsement by Neon of such third-party material or the material, product, data, information, services and/or websites published and/or offered by third party.

Neon shall disclaim any responsibility and shall not be held liable for any third-party information or data placed on websites or services, linked to on the Website and shall not be held liable for any loss arising from you enjoying access to or utilizing such websites and/or services. You acknowledge sole responsibility for and assume all risks arising from use of any third-party material, product, data, information, services and/or websites.

Neon shall not be considered associated or affiliated in any manner with any trade, service or brand marks, logos, insignia or other devices utilized or appearing on websites at links provided on the Website under whatever conditions.

LIMITATION OF LIABILITY

The Service, including all the content, is provided on “as is” and “as available” basis and Neon makes no representations or warranties of any kind whatsoever for the Service.

To the fullest extent permissible by applicable law, we disclaim any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. We do not warrant that the Service or any information, materials or content will be completely secure, uninterrupted or error free, that defects will be corrected, or that the Website, the server, or blockchain technology that makes it available is free of viruses

or other harmful components. We shall not be liable for the use of the Service, including, without limitation, the content and any errors contained therein provided by other users or third parties.

In no event we will be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any direct, indirect, special, incidental, or other consequential damages, lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, each of which is hereby excluded hereby.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then Neon aggregates liability for all claims under such circumstances for liabilities shall not exceed one hundred U.S. dollars (100.00\$), or the amount you paid Neon directly, if any, in the past 3 (three) month for the Service giving rise to the claim (whichever is higher).

All materials contained within the Website shall be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosures or hedge clauses apply to any partial document or material in the same manner as they do the whole and will be deemed incorporated in the portion of any material or document that you consult or download.

In no event Neon will be liable to any person for any loss arising out of any use of the information contained on the Website, or on any other hyper-linked website.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Neon, our officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) any breach by you of any provision of the Terms of Use; (ii) your use of information, materials or features available on the Website or through the Service; (iii) a violation by you of applicable law or any agreement or terms with a third party to which you are subject; or (iv) any transactions between you and a third party through information available on the Website or through the Service.

Certain jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you.

If you are obligated to indemnify us, we will have the right at our sole and absolute discretion (without prior notification) to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

GOVERNING LAW

You understand that your use of the Service hereunder is subject to all applicable personal laws, local laws, Cypriot laws, and international laws and regulations, and you agree not to violate such laws and regulations.

The issues concerning data protection of US- or EU-based users are subject to the applicable laws.

NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS

You hereby agree that any dispute arising out of or related to these Terms of Use, the Service is personal to you and Neon and will be resolved solely through individual court proceedings and will not be brought as a class arbitration, class action or any other type of representative

proceeding. Neither you nor Neon agree to class action or arbitration in which one person attempts to resolve a dispute as a representative of another person or group of persons. Further you and Neon agree that a dispute cannot be brought as a class or other type of representative action, whether within or outside of court proceedings, or on behalf of any other person or group of persons.

MISCELLANEOUS

The Website is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Website is prohibited. Persons in respect of whom such prohibitions apply must not access the Website.

You agree not to:

- use our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
- use Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- use Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
- use data collected from Website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

Unauthorized use of the Website may give rise to claim for damages and/or be criminal offense.

Neon shall not be liable for any failure to perform obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, software or smart contract bugs or weaknesses, acts or orders of governmental authorities or super-governmental organization (e.g., sanctions measures).

Nothing in these Terms of Use is intended to nor shall create agency, partnership, joint venture, or employment relationship, as well as neither party has any authority of any kind to bind the other in any respect.

You understand that it is your responsibility to determine what, if any, taxes apply to your transactions via the Website, and it is your responsibility to report and remit correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions via Website or for collecting, reporting, withholding, or remitting any taxed arising from any transactions.

Currently, only English versions of any Neon's communications, including these Terms of Use, are considered official. The English version shall prevail in case of differences in translation.

CONTACT US

Any questions, comments, requests or complaints concerning these Terms of Use and other materials from the Service shall be directed to our help desk as listed on "Contact us" page of the Website.