

# Terms of Use Agreement

Effective date: December 01, 2025

Welcome to Crypto Chief, a sharing economy that helps idle data centers to monetize their spare capacity. You are just minutes away from enjoying Crypto Chief's vision for the future in becoming the default cloud infrastructure for the Web 3.0. With Crypto Chief you don't need specialized industry knowledge, sophisticated hardware, or advanced infrastructure. We've assumed all of the complicated work on the backend leaving you free to participate in the blockchain. Before you begin, we ask that you take a few minutes and read the important Terms of Use Agreement below. We look forward to your use of our website!

## 1. Contract Structure & Order-Of-Precedence

This Crypto Chief Terms of Use ("Agreement") is entered into between Crypto Chief, ("Crypto Chief") and the customer ("Customer"). Capitalized terms in this agreement are defined in Section 15 (Definitions) and elsewhere in this Agreement. Customer and Crypto Chief may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." By accessing or using Crypto Chief's website ("Website") or the content provided on or through the Website, Customer agrees to follow and be bound by the following terms and conditions concerning Customer's access to and use of the Website and the content provided on or through the Website and Crypto Chief's Privacy Policy. Crypto Chief may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when posted to the Website and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

## 2. Description of our Services

2.1 About Crypto Chief. Crypto Chief is a sharing economy that helps idle data centers to monetize their spare capacity and strives to become the default cloud infrastructure for the Web 3.0. Crypto Chief is building a marketplace for container-based cloud services. It is a full-stack cloud service for container deployment using shared resources.

2.2 Crypto Chief's Services. Crypto Chief's business model includes several components such as monetizing idle resources from world-class data centers and providing blockchain Node hosting solutions. Crypto Chief provides reliable infrastructure to 1000+ projects and applications including, but not limited to, blockchain protocols, crypto exchanges, staking platforms and personal home servers. Crypto Chief will provide developers with the ability to deploy 50+ types of blockchain Node via our node hosting application, which are available in the app store on the Crypto Chief cloud platform.

#### Crypto Chief cloud platform

To date Crypto Chief has successfully integrated 40+ blockchains with our distributed cloud. We focus on enabling blockchain communities to develop and stake on our platform. The platform is built to enable our various user groups of blockchain companies and their communities, as well as cryptocurrency exchanges and staking platforms to host their Nodes at affordable prices and utilize our one-click deployment. Our decentralized resources provide at least 99.99% uptime, higher resilience and minimized latency of their network. The Crypto Chief platform provides updates and maintenance for all mainnet integrations and Nodes and will ultimately host entire cryptocurrency exchanges.

#### Crypto Chief cloud technology

Crypto Chief's technology incorporates distributed Kubernetes clusters into one single cloud computing system with a unified user interface/experience. The Crypto Chief custom-built blockchain runs Smart Contract over Tendermint. We use a proprietary scheduling system to combine resources within various locations and are planning to extend our distributed cloud computing towards Edge Computing. The Crypto Chief blockchain is built to provide payment and metering services for the Crypto Chief cloud service. The blockchain and token are also used to facilitate on-chain governance. Crypto Chief is not a public blockchain and Dapps platform. We are building a blockchain which is created specifically to provide payment and metering services for the Crypto Chief cloud platform, rather than provide services for DAPPs of customers.

#### Crypto Chief token

The Crypto Chief token is an important component of our on-chain governance. Crypto Chief currently implements a triple token model, where ERC-20, BEP-2 and Native token co-exist together. This model will be phased out and in the near future we will only convert all Crypto Chief BEP-2 and ERC-20 tokens to Native Crypto Chief tokens. The Crypto Chief token is listed in various formats in major and smaller centralized and decentralized exchanges around the world. Main exchanges which

support our ERC-20 token are Upbit, Bittrex and Bithumb, while the BEP-2 formats listed on Binance and Bitmax. Having our tokens traded across many exchanges not only provides the necessary liquidity but also prevents single players from owning and trading our tokens.

### **3. Ownership of Service and Customer Data**

3.1 Intellectual Property. The technology and content used to offer, or provided in connection with, our Platform and Website, including the software, text, displays, images, video, and audio, and the design, selection and arrangement thereof, are exclusively owned by Crypto Chief, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

3.2 Customer Data and Privacy. Crypto Chief ensures apps utilize the latest version of Docker containers that carry with them up-to-date security patches. Containers are segregated within a host using namespaces; it is not possible for containers to communicate between namespaces, even when on the same host. Crypto Chief does not log anything sensitive to user privacy at all. However, in some cases we add an engineer of one of our clients to our Key Management System (KMS) GitHub repo to ensure that any key can be passed to our client safely. We will ultimately supply two ways for manage our clients' key info: (1) via SDK; and 2) by managing key on the web manage system (available by March 2020).

### **4. Grant of Rights**

Subject to the terms and conditions of this Agreement, Crypto Chief hereby grants to Customer the non-exclusive, non-transferable (except as specified in Section 13.8 (Assignment)), worldwide, royalty-free right to access and use the Service to develop, launch and manage Nodes solely for Customer's own internal business purposes subject to the terms and conditions of this Agreement.

### **5. Customer Responsibilities**

5.1 Customer Responsibilities. Customer is responsible for all activity occurring under Customer's accounts, and for complying with all laws and regulations applicable to Customer's use of the Service. Customer also must (a) notify Crypto Chief promptly upon becoming aware of any unauthorized use of any Customer password or account (or any other breach of security of the Service), and (b) notify

Crypto Chief promptly upon becoming aware of, and make a reasonable effort to stop, any unauthorized copying, distribution or misuse of any aspect of the Service.

**5.2 Use Restrictions.** Customer must not, without Crypto Chief's prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublicense, transfer, or other commercial exploitation of, or other third party access to, any element of the Service, except to the extent expressly permitted by this Agreement; (b) creation of any modifications or derivative works of the Service; (c) reverse engineering of the Service; (d) gaining of unauthorized access to the Service or its related systems or networks; (e) interference with or disruption of the integrity or performance of the Service or the data contained therein.

## **6. Privacy**

At Crypto Chief we are concerned about Customer privacy and we have developed a policy to address any privacy concerns Customer may have. For more information, please see Crypto Chief's Privacy Policy. At Crypto Chief we do not collect any Personally Identifiable Information about our users unless a user voluntarily provides that information. Information from a user is only collected when they voluntarily fill out a form on our website. This information is treated as personal and kept confidential, it is collected in order to help Crypto Chief fulfill Customer's requests. Crypto Chief will not sell, share, or rent information to any third-party.

## **7. Referral Program**

**7.1 Overview** Crypto Chief may offer a referral program ("Referral Program") to incentivize users to refer new customers to our Services. By participating in the Referral Program, you agree to comply with the following terms and conditions, as well as the rest of the Terms of Use Agreement.

### **7.2 Eligibility**

- **Referral:** The person who is invited, eligible if either has no account or has a Freemium account (never had a Premium account) and should not have used any other referral code before. Each account can only be bound to one referrer.
- **Referrer:** All registered users of Crypto Chief are eligible to be referrers.

### **7.3 How to Earn Referral Rewards**

- The referrer sends an invite to a potential new user.
- The referral signs up for a new Crypto Chief account using the referral code or link provided by the referrer.
- The referrer will receive rewards in the form of POINTS, which can be used to top-up their Pay-As-You-Go (PAYG) balance.
- The referral will receive a welcome bonus for their first deposit.

**7.4 First Deposit** A "First Deposit" is defined as any transaction made by the referral that utilizes USD, USDt/USDc or Crypto Chief's tokens, excluding voucher credit and DEAL subscription.

#### **7.5 Referral Rewards**

- **For Referrer:** The referrer will receive POINTS on REFERRER BALANCE equal to 20% of all credits spent by the referral. Voucher credit spending by the referral will not be rewarded. Rewards will be calculated once per day. There is an upper limit of \$100 in rewards that a referrer can receive per referral. Once the total rewards value reaches this limit, no new rewards will be given. The referrer can use the accumulated rewards to top-up their own PAYG BALANCE. The exchange rate for POINTS to API credits is 1:1.
- **For Referral:** The referral will receive a welcome bonus of 20% of their first deposit in the form of vouchers on PAYG BALANCE. These vouchers will have an expiration period of 30 days.

#### **7.6 Restrictions and Limitations**

- Referrals must be new users (who have never registered for an Crypto Chief account before OR have a FREEMIUM account).
- Self-referrals are not allowed and will not be rewarded.
- Referral rewards cannot be transferred, sold, or exchanged for cash.
- Crypto Chief reserves the right to disqualify any user from the Referral Program if there is suspicion of abuse, fraud, or violation of these terms.

**7.7 Changes to the Referral Program** Crypto Chief may modify, suspend, or terminate the Referral Program at any time without notice. Any changes will be posted on our website and will apply to all referrals and rewards earned after the date of such changes.

## 7.8 Expiration of Referral Rewards

- **For Referrer:** no time limits to use POINTS; no time limit to use API CREDITS after top up PAYG BALANCE
- **For Referral:** vouchers will have an expiration period of 30 days.

## 8. **Term/Termination**

8.1 Term of Agreement. This Agreement will begin on the Effective Date and will continue in perpetuity with full-force and effect until terminated.

8.2 Termination of Use. Crypto Chief may, in its sole discretion, at any time discontinue providing or limit access to the website, any areas of the website or content provided on or through the website. Customer agrees that Crypto Chief may, in its sole discretion, at any time, terminate or limit Customer's access to, or use of, the website or any content. Crypto Chief may terminate or limit Customer's access to or use of the website if Crypto Chief determines, in its sole discretion, that Customer has infringed the copyrights of a third party. Customer agrees that Crypto Chief shall not be liable to Customer or any third-party for any termination or limitation of access to, or use of, the website or any content, including content that Customer may have shared. Customer may terminate in accordance with Section 7.2.

8.3 Effect of Termination. Sections 1, 2, 5.2, 7, 8, 9, 10.2, 11, 12, 13, 14, and 15 of this Agreement will survive any expiration or termination of this Agreement.

## 9. **Fees & Payment**

9.1 Payment Methods and Currencies. Crypto Chief supports the following payment methods:

- Pay-As-You-Go (One-Time Payments) – Accepted in USD, Crypto Chief tokens, USDT, and USDC.
- Pay-As-You-Go (Recurring Payments) – USD only.
- Subscriptions (Recurring Payments) – USD only.

The Customer is responsible for ensuring that the selected payment method is valid and sufficiently funded at the time of transaction. If the Customer pays in Crypto Chief tokens, the applicable USD/Crypto Chief exchange rate used to calculate API

Credits is determined solely by Crypto Chief, taking into consideration market price data from Chainlink and other sources.

9.2 Subscriptions. Crypto Chief offers recurring monthly subscription plans, including: DEAL-500, DEAL-1000, DEAL-1500, DEAL-2000, DEAL-2500, and DEAL-3000. When the Customer purchases a subscription:

- The subscription is activated immediately after payment is successfully processed.
- Each subscription includes a fixed number of API Credits.
- Subscriptions are valid for 30 calendar days from the date of activation.
- Unused API Credits expire at the end of the 30-day term and do not roll over.

During an active subscription, the Customer may:

1. Cancel the Subscription – This action stops future automatic renewals. The current subscription remains active until the earlier of: (i) full consumption of API Credits, or (ii) the end of the 30-day term. No refund or partial refund will be issued, and unused credits will expire at the end of the active period.
2. Upgrade the Subscription – The Customer may choose to subscribe to a higher-tier plan during an active subscription. This results in:
  - Immediate activation of the upgraded plan upon successful payment;
  - Cancellation of the previous subscription (as described above);
  - Coexistence of two active subscriptions (overlapping DEALs);
  - No refund or partial refund for the remaining time or unused credits of the previous subscription.
3. Purchase an Additional Subscription – The Customer may acquire a new subscription at any time. However, it is advisable to do so only after the existing subscription is fully consumed either by reaching the API Credit limit or by expiration of the 30-day period. This ensures optimal use of resources, as credits from different subscriptions are not pooled or extended.

Subscriptions automatically renew unless cancelled before the renewal date. The Customer is solely responsible for monitoring the status of recurring subscriptions and payment methods. Crypto Chief is not liable for any unintended or unwanted charges resulting from the Customer's failure to cancel a subscription or update billing information.

9.3 API Credits. API Credits are prepaid units used to access Crypto Chief services.

- API Credits are non-refundable.
- They have no monetary value, are non-transferable, and cannot be exchanged.
- Credits from subscriptions expire after 30 days.



- Credits from Pay-As-You-Go never expire and remain on the Customer's account until used.

9.4 Non-Refundable Payments. All payments to Crypto Chief are final and non-refundable, including:

- Pay-As-You-Go (one-time and recurring)
- Subscriptions (regardless of usage, cancellation, upgrade, or overlapping)

By making a payment, the Customer agrees they are not entitled to any refund, rebate, or compensation, even if the service is unused, cancelled early, or replaced by another plan.

9.5 No Withdrawal Rights. To the fullest extent allowed by law, the Customer waives any right of withdrawal or cooling-off period. By initiating payment for any Crypto Chief product or service, the Customer consents to immediate access to the service and acknowledges that this forfeits the right to cancel or request a refund.

## **10. Third Party Interactions**

The Platform and Website may contain links to third-party websites. These links are provided solely as a convenience to Customer and should not be interpreted by us as an endorsement of the content on the individual third-party websites. Any third-party products and services and any terms associated therewith are between Customer and the relevant third parties. Crypto Chief does not support, license, control, endorse or otherwise make any representations or warranties regarding any third-party products or services under this section, and in no event will Crypto Chief have any liability whatsoever in connection therewith.

## **11. Warranties and Disclaimer**

11.1 Disclaimer. Except where expressly provided otherwise, The Website, Platform, their components, any documentation and all content provided on or through the Website, are provided on an "as is" and "as available" basis. Crypto Chief expressly disclaims all warranties of any kind, whether express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Website and all content provided on or through the Website.

11.2 Representations and Warranties. Crypto Chief makes no warranty that: (1) The Website or content will meet Customer's requirements; (2) The Website will be available on an uninterrupted, timely, secure, or error-free basis; (3) The results that



may be obtained from the use of the Website or any content provided on or through the Website will be accurate or reliable; or (4) the quality of any content purchased or obtained by Customer on or through the Website will meet Customer's expectations. Additionally, Customer represents and warrants to Crypto Chief that (a) Customer has obtained and shall obtain all necessary rights and consents to provide Crypto Chief with the Customer Data including, with respect to any personal information contained therein, the express consent from any applicable individuals to disclose and transfer such information to Crypto Chief for the purposes contemplated herein, and (b) that the Customer Data and the Nodes do not and shall not infringe, misappropriate, or otherwise violate the rights of any third party including, without limitation, intellectual property rights.

**11.3 Exclusions and Limitations.** Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the disclaimer, exclusion or limitation of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set forth in these terms of use, including those set forth in section 8 and 10, do not apply and all other terms shall remain in full force and effect.

## **12. Indemnification**

Customer agrees to indemnify and hold harmless Crypto Chief, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, which include settlements costs and reasonable attorneys' fees due to or arising out of a third party claim regarding or in connection with (i) Customer's use or an Authorized Users' use of the Services or breach of these Terms; (ii) Customer's Nodes; or (iii) Customer or any of Customer's Authorized Users' gross negligence or willful misconduct, to the extent that such liabilities, damages and costs were caused by Customer or its Authorized Users.

## **13. Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW Crypto Chief, ITS LICENSORS AND AGENTS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR DAMAGES MEASURED BY LOST PROFITS, OR FOR DAMAGES FOR LOST OPPORTUNITY, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE OR SPECULATIVE LOSSES, EVEN IF Crypto Chief HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES

OR THE WEBSITE; THE COST OF SUBSTITUTE GOODS OR SERVICES; ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FORM THE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSION OR DATA, STATEMENTS OR CONDUCT OF ANYONE RELATED TO THE SERVICES; THE PERFORMANCE OF NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR ANY PROVIDER OR THIRD PARTY WEBSITE, OR ANY OTHER MATTER RELATING TO THE SERVICES OR THE WEBSITE.

The limitation of liability set above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products Customer purchases through the Website. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

#### **14. Confidentiality**

14.1 Purpose. Recipient must not use any of Discloser's Confidential Information for any purpose other than carrying out Recipient's obligations or exercising its rights under this Agreement.

14.2 Permitted Disclosures and Obligations. Recipient also must not disclose to any third party any Confidential Information, other than to Recipient's Affiliates, contractors and consultants who (a) need to know such information in order to fulfill the Purpose, and (b) are bound by confidentiality obligations substantially similar to Recipient's under this Agreement (each Party is fully responsible for its respective Affiliates', contractors' and consultants' compliance with this Agreement). Recipient must treat all Discloser Confidential Information with the same degree of care Recipient gives to its own Confidential Information, but not less than reasonable care. Further, neither Party may disclose publicly the existence or nature of any negotiations, discussions or consultations in progress between the Parties without the prior written consent of the other Party. Recipient and its Affiliates, contractors and consultants who receive Confidential Information hereunder must: (i) not use any such Confidential Information to compete with Discloser or in any other way except as reasonably necessary for the Purpose; (ii) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects received from Discloser under this Agreement that embody Confidential Information; (iii) promptly notify Discloser of any unauthorized use or disclosure of its Confidential Information of which Recipient becomes aware; and (iv) reasonably assist Discloser in remedying any such unauthorized use or disclosure.

## **15. General**

**15.1 Governing Law and Venue.** This Agreement and any Services provided hereunder will be governed exclusively by the laws applicable in the State of California, excluding its provisions on conflicts or choice of law. Subject to the arbitration provision below, Customer irrevocably and unconditionally consent to submit to the exclusive jurisdiction and venue of the state courts in San Francisco County, California or federal court for the Northern District of California with respect to any dispute or litigation arising under this Agreement or as the result of any services.

**15.2 Binding Arbitration.** Any dispute, claim or controversy arising out of or relating to the services, this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration rather than a court in San Francisco, California before a sole arbitrator. The arbitration shall be administered by JAMS pursuant to streamlined arbitration rules and procedures, and the arbitrator shall apply the laws applicable in the state of California. Judgment on the award may be entered in any court having jurisdiction as specified above under “governing law and venue.” This clause shall not preclude parties from seeking injunctions or other forms of equitable relief or provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Customer agrees that all disputes must be brought in Customer’s individual capacity and not as a Plaintiff or class member in any purported class or representative proceeding. By entering into this agreement and agreeing to arbitration, Customer agrees that it is waiving the right to file a lawsuit and the right to a trial by jury. In addition, Customer agrees to waive the right to participate in a class action or litigation on a class-wide basis. Customer agrees that it has expressly and knowingly waived these rights. In any arbitration, the arbitrator may, in the award, allocate all or part of the costs of the arbitration including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party, and shall determine the prevailing party for this purpose.

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

Any cause of action or claim Customer may have arising out of or relating to these Terms of Use or the Website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

**15.4 Waiver and Severability.** The failure of Crypto Chief to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as

modified legal and enforceable. The balance of the Terms of Use shall not be affected.

15.5 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, e.g. war, riots, labor unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, internet service failures or delays, and denial of service attacks (collectively, "Force Majeure"), the affected Party's performance will be excused for the resulting period of delay or inability to perform.

15.6 Persons Not the Age of Majority. Persons who are not the age of majority are not eligible to use the Website, and we ask that no information in relation to such persons be submitted to us.

15.7 Geographic Restrictions. The owner of this Website is based in the State of California in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If Customer accesses the Website from outside the United States, Customer does so on its own initiative and is responsible for compliance with local laws.

15.8 Assignment. Customer may not assign, delegate or transfer these terms or Customer's rights or obligations hereunder, or Customer's Services account, in any way (by operation of law or otherwise) without the express prior written consent of Crypto Chief. Crypto Chief may transfer, assign, or delegate these terms and our rights and obligations without consent.

15.9 Marketing. During the term, Crypto Chief is permitted to identify Customer or Authorized User as an Crypto Chief Customer or Authorized User on Crypto Chief's website and marketing materials. In connection therewith, we may use Customer's corporate name, trade name, trademarks, and corporate logos. Subject to the doctrine of fair use, all use will be done in goodwill and will inure solely to Customer's benefit.

15.10 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by an Crypto Chief employee, representative or agent in connection with this Agreement. Customer will use reasonable efforts to promptly notify Crypto Chief if

Customer becomes aware of any circumstances that are contrary to this acknowledgement.

15.11 Independent Contractors. The parties are independent contracting parties. Neither Party has, or will hold itself out as having, any right or authority to incur any obligations on behalf of the other Party. The Parties' relationship in connection with this Agreement will not be construed as a joint venture, partnership, franchise, employment, or agency relationship, or as imposing any liability upon either Party that otherwise might result from such a relationship.

15.12 Notices. All legal notices (e.g., notice of termination of this Agreement or an order form based on a material breach) required under this Agreement must be delivered to the other Party in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by certified U.S. mail (requiring signature) to the other Party's corporate headquarters, Attention: Legal Department. With respect to all other notices, Customer may email Crypto Chief at admin@crypto-chief.com, and Crypto Chief may email Customer's billing contact identified on the applicable order form(s). Either Party may change its notice address by giving written notice to the other Party.

15.13 Entire Agreement. This Agreement, together with all orders (if any) that Customer has executed with Crypto Chief, comprises the entire agreement between Customer and Crypto Chief regarding the subject matter of this Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter, and may only be modified by a document signed by authorized representatives of both Parties.

## 16. Defined Terms

As used in this agreement:

**"Authorized User(s)"** means Customer's customers, employees, representatives, consultants, contractors and agents who have been authorized by Customer to use the service;

**"Confidential Information"** means information and materials provided by the disclosing Party ("**Discloser**") to the Party receiving such information or materials ("**Recipient**") that (i) are identified as confidential at the time of disclosure, or (ii) a

reasonable person in the relevant industries should understand to be confidential based on the nature of the information and materials and all other relevant factors. For the avoidance of doubt, Customer's Confidential Information includes the Nodes, the Customer Materials and any non-public information or material regarding Customer, Customer's legal or business affairs, financing, employees, or data. Crypto Chief's Confidential Information includes the Platform, the Website, the Aggregate Data, the Usage Data, and any and all source code relating thereto and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, products, services, or data;

**"Customer Data"** means any data, information or material received by the Service from Customer or Customer's users in the course of accessing or using the Service;

**"Node"** means an individual database instance in a blockchain containing a copy of the full ledger of such database, and capable of validating transactions within such database; and

**"Service"** means the 50+ available blockchain nodes that Crypto Chief can provide to developers via its node hosting application that is available in the app store and on the Crypto Chief cloud platform.