

Terms of Service These terms of service, together with any documents and additional terms they incorporate by reference (collectively, these “Terms”), are entered into between KardiaChain Network Limited (the “KardiaChain,” “we,” “us,” and “our”) and you or the company or other legal entity that you represent (“you” or “your”).

Please read these Terms carefully as they govern your use of our site located at kardiachain.io and all associated sites (the “Website”) and our Services (defined below) and describe your rights and obligations and our disclaimers and limitations of legal liability. By accessing or using any part of the Website or the Services, you agree to become bound by the terms and conditions of these Terms.

If you use the Services on behalf of a company, organization (including a decentralized autonomous organization or “DAO”) or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

If you do not agree to these Terms or do not have authority to bind your organization on whose behalf you are using the Services to these Terms, you must not access or use our Website or the Services. Please carefully review the disclosures and disclaimers set forth in Section 4 in their entirety before accessing the Website, our Services, or using any software developed by KardiaChain.

Please refer to our privacy policy for information about how we collect, use, share and otherwise process information about you. In addition, you agree to comply with the KardiaChain Community Code of Conduct with respect to any interactions on or arranged through the Website.

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

1. SERVICES

KardiaChain enables users to access documentation, content, and services, including (without limitation): data, consensus and computation services provided by decentralized networks of node operators that are providing such services via data feeds, APIs and various other capabilities directly to smart contracts integrating KardiaChain software (“KardiaChain Network”), developer platform tools, including (without limitation) interfaces allowing users to generate draft transaction messages, software development kits, simulators, toolkits and plugins, and information, documentation, reference contracts, code, tutorials and other resources for the KardiaChain Network community.

Collectively such services, tools, and resources related to the KardiaChain Network are referred to as the “Services”. Some Services offered by us or other participants in the KardiaChain Network require payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (“Distributed Ledger Technology”), which may require that you pay a fee, such as “gas” charges on the KardiaChain Network or other applicable blockchain network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments and fees, “Charges”). You acknowledge and agree that KardiaChain has no control over any Distributed Ledger Technology transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your Distributed Ledger Technology-compatible wallet address (“Distributed Ledger Technology Address”) to complete any transaction on the KardiaChain Network or the Distributed Ledger Technology before initiating such a transaction.

2. YOUR REPRESENTATIONS AND WARRANTIES; CONDITIONS

To use the Website or Services, you must be able to form a legally binding contract online either on behalf of the entity on whose behalf you are using the Website or Services, or as an individual if you are using the Website or the Services in your personal capacity.

Accordingly, you represent that you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power, and authority to enter into and to comply with the obligations under these Terms.

Additionally, you represent and warrant that: (i) You are not the subject of economic or trade sanctions administered by any governmental authority; (ii) You are not a citizen or resident of a jurisdiction where your use of the Website or Services would be illegal; (iii) You will only use the Website and the Services for lawful purposes and in accordance with these Terms; (iv) You will ensure that all information you provide is current, complete, and accurate; and (v) You will maintain the security and confidentiality of your Distributed Ledger Technology Address.

3. INTELLECTUAL PROPERTY

All content, trademarks, logos, and intellectual property displayed on the Website or related to the Services are owned by KardiaChain or its licensors. You may not copy, reproduce, distribute, or create derivative works without our explicit written permission.

4. DISCLAIMERS AND LIMITATION OF LIABILITY

The Services are provided on an "as-is" and "as-available" basis without warranties of any kind, express or implied. KardiaChain disclaims any liability for indirect, incidental, or consequential damages arising from your use of the Website or Services.

5. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by and construed in accordance with the laws of the British Virgin Islands. Any disputes arising out of or in connection with these Terms will be resolved through binding arbitration conducted in accordance with the rules of the British Virgin Islands Arbitration Centre (BVIAC), with the arbitration seated in the British Virgin Islands.

6. RISK FACTORS

You acknowledge the risks of blockchain technologies, including regulatory changes, security vulnerabilities, and network disruptions. KardiaChain is not responsible for losses due to these risks.

7. CONTACT INFORMATION

For all questions regarding the Terms please contact hello@kardiachain.io

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