

Terms of Service

Current version 1.0 as of May 02, 2020

FunFaSy (“**FunFaSy**” “**we,**” “**us,**” or “**our**”) serves as a gateway to the decentralized internet by providing scalable access to the Minter blockchain infrastructure. FunFaSy hosts a website that serves as a registration portal, product offering, and dashboard of FunFaSy services through our website located on the FunFaSy Site, which includes text, images, audio, code and other materials or third party information.

These Terms of Use (the “**Terms,**” “**Terms of Use**” or “**Agreement**”) contain the terms and conditions that govern your access to and use of the Service Offerings (as defined below) provided by us and is an agreement between us and you or the entity you represent (“**you**” or “**your**”). Please read these Terms of Use carefully before using the Service. By clicking a button or checkbox to accept or agree to these Terms where that option is made available or, if earlier, using or otherwise accessing the Services (the “**Effective Date**”), you (1) accept and agree to these Terms and any additional terms, rules and conditions of participation issued by FunFaSy from time to time and (2) consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy. If you do not agree to the Terms, then you may not access or use the Services.

You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 15 for definitions of certain capitalized terms used in this Agreement.

1. THE SERVICE OFFERINGS

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. You agree to comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.

1.2 Account; Project ID. To access the Services, you must first create an FunFaSy account at <https://funfasy.dev/auth/?register=yes> with a valid email address. If you intend to select a paid plan of Service, you must also add a valid form of payment. Once you have created your account and logged in to the FunFaSy Dashboard (the “**Dashboard**”), you can create a new project, and your Project ID (and associated FunFaSy API endpoint URLs) will be generated.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. CHANGES.

2.1 To the Service Offerings. We may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2.2 To the APIs. We may change or discontinue any APIs for the Services from time to time. For any discontinuation of or material change to an API for a Service, we will use commercially reasonable efforts to continue supporting the previous version of such API for three months after the change or discontinuation

(except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities).

3. SECURITY AND DATA PRIVACY.

3.1 Security Risks. You acknowledge that Your Content may be stored on or using Decentralized Storage Services. You understand there may be risks to storing Your Content on or using Decentralized Storage Services, including without limitation loss of Your Content, loss of access to, or ability to manage, Your Content and dependence on third party nodes running such Decentralized Storage Services. We are not responsible for any of Your Content stored on or using Decentralized Storage Services. We will exercise no control whatsoever over Your Content and the content of the information passing through the network, provided that it adheres to all other conditions set forth herein and in our Policies.

3.2 Data Privacy. You consent to the storage of Your Content in, and transfer of Your Content into, the regions we operate in, regions in which our servers are located or regions in which servers relating to Decentralized Storage Services are located. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your Content to any government or third party except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

3.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the region(s) where you use the Service Offerings and the regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

4. YOUR RESPONSIBILITIES.

4.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

4.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. You will bear full risk of loss and damage to Your Content. You acknowledge and agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or any of Your Content displayed, linked, transmitted through or stored on Decentralized Storage Services. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your Content; (ii) maintain independent archival and backup copies of Your Content; and (iii) ensure the security, confidentiality and integrity of Your Content transmitted through our Services or stored on Decentralized Storage Services. Decentralized Storage Services are not intended to be used for data backup or archiving purposes. We shall have no liability to you or any other person for loss, damage or destruction of any of Your Content.

4.3 Your Security and Backup. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

4.4 Log-In Credentials and Account Keys. To the extent we provide you with FunFaSy log-in credentials and API authentication generated by the Services, such log-in credentials and API authentication are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

4.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

5. FEES AND PAYMENT.

5.1 Core Plan. A basic tier of Services (the “**Core Plan**”) is provided to you without charge up to a certain threshold (the “**Core Plan Threshold**”). Any requests submitted beyond the Core Plan Threshold may be limited in our sole discretion. Notwithstanding anything herein to the contrary, (i) you may only use free accounts for personal and non-commercial use and (ii) free accounts are not eligible for any support from us whatsoever.

6. TEMPORARY SUSPENSION; LIMITING API REQUESTS.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- a. your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other FunFaSy user, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- b. you are, or any End User is, in breach of this Agreement;
- c. you are in breach of your payment obligations under Section 5 and such breach continues for 30 days or longer; or
- d. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- a. you remain responsible for all fees and charges you incur during the period of suspension; and
- b. you will not be entitled to any service credits for any period of suspension.

6.3 Limiting API Requests. We retain sole discretion to limit your usage of the Services (including without limitation by limiting the number of API requests you may submit to our Nodes (“API Requests”)) at any time if your usage of the Services exceeds the applicable Threshold for your Selected Plan of Service.

7. TERM; TERMINATION.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2.

7.2 Termination.

- a. Termination for Convenience. You may terminate this Agreement for any reason by providing us at least 30 days’ written notice, after which you will close your account for all Services. We may terminate this Agreement for any reason by providing you at least 30 days’ written notice.
- b. Termination for Cause.
 - i. By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.
 - ii. By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (C) in order to comply with the law or requests of governmental entities.

7.3 Effect of Termination. Upon the Termination Date:

- i. all your rights under this Agreement immediately terminate;
- ii. each party remains responsible for all fees and charges it has incurred through the Termination Date and are responsible for any fees and charges it incurs during the post-termination period;
- iii. you will immediately return or, if instructed by us, destroy all FunFaSy Content in your possession;
- iv. Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 5.

8. PROPRIETARY RIGHTS.

8.1 Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

8.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users’ use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

8.3 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the FunFaSy Content solely in connection with your permitted use of the Services. Except as provided in this Section 8.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some FunFaSy Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the FunFaSy Content or Third-Party Content that is the subject of such separate license.

8.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. You will not use the FunFaSy Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

8.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

9. INDEMNIFICATION.

9.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any claim concerning: (a) your or any End Users' use of the Service Offerings (including any use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees and expenses, as well as our employees' and contractors' time and materials spent responding to any subpoena or other compulsory legal order or process associated with claims described in (a) through (c) above at our then-current hourly rates

9.2 Intellectual Property.

- a. Subject to the limitations in this Section 9, you will defend FunFaSy, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- b. Subject to the limitations in this Section 9, we will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or

misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

- c. Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, FunFaSy will have no obligations or liability arising from your or any End User's use of the Services after FunFaSy has notified you to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

9.3 Process. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10. DISCLAIMERS; RISK.

10.1 DISCLAIMER. THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

10.2 Sophistication and Risk of Cryptographic Systems. By utilizing the Services in any way, you represent that you understand the inherent risks associated with cryptographic systems and that you have an understanding of the usage and intricacies of cryptographic tokens, smart contract based tokens such as those that follow the Ethereum Token Standard (<https://github.com/ethereum/EIPs/issues/20>), and blockchain-based software systems.

10.3 Platform Security. FunFaSy is an early stage platform. You acknowledge that Minter applications are software subject to flaws and acknowledge that you are solely responsible for evaluating any available code provided by the Services. You further expressly acknowledge and represent that Minter applications can be written maliciously or negligently, that FunFaSy cannot be held liable for your interaction with such applications and that such applications may cause loss of property or identity. These warnings and others later provided by FunFaSy in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Services.

11. LIMITATIONS OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE FUNFASY SITE AND THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE FUNFASY SITE AND THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE FUNFASY SITE AND THE SERVICES IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS,

OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, FAILURE TO ACCESS, RETRIEVE, MANAGE OR DELETE, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA; (E) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; (F) HUMAN ERRORS; (G) TECHNICAL MALFUNCTIONS; (H) FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; (I) OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN THE SERVICES); (J) ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; (K) INABILITY TO FULLY ACCESS THE FUNFASY SITE OR THE SERVICES OR ANY OTHER WEBSITE; (L) THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; (M) DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; (N) TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR (O) ANY OTHER MATTER RELATING TO THE FUNFASY SITE OR THE SERVICES. IN ADDITION, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. MODIFICATIONS TO THE AGREEMENT.

We reserve the right, at our sole discretion, to modify or replace any part of this Agreement (including any Policies) at any time. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the FunFaSy Site or the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through the FunFaSy Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

13. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

13.1 Class Action Waiver. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS

BASIS. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

14. MISCELLANEOUS.

14.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 14.1 will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for FunFaSy as a party to this Agreement and FunFaSy is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

14.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

14.3 Force Majeure. Neither party nor their respective affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, cyber attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.4 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

14.5 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

14.6 Confidentiality and Publicity. Each party may use Confidential Information only in connection with its use or provision, as applicable, of the Service Offerings as permitted under this Agreement. Neither party will disclose Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures the Disclosing Party take to protect its own confidential information of a similar nature. Neither party will issue any press release nor make any other public communication with respect to this Agreement or its use or provision, as applicable, of the Service Offerings in connection with this Agreement.

14.7 Notice.

- a. To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the FunFaSy Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the FunFaSy Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- b. To Us. To give us notice under this Agreement, you must contact FunFaSy by email at notices@FunFaSy.dev . We may update the email or address for notices to us by posting a notice on the FunFaSy Site.

14.8 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement..

14.9 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14.11 Notice and Procedure for Making Claims of Copyright Infringement. If you are a copyright owner or agent of the owner, and you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide us a written notice at the address below with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You can reach us at:

Email: notices@FunFaSy.dev Subject Line: Copyright Notification Mail Attention:

15. DEFINITIONS.

“Acceptable Use Policy” means the policy set forth below, as it may be updated by us from time to time. You agree not to, and not to allow third parties to, use the Services:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
 - to engage in, promote or encourage any illegal or harmful activity or infringing, offensive or harmful content;
 - for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
 - to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
 - to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
 - to disable, interfere with or circumvent any aspect of the Services;
 - to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitations (“spam”); or
 - to use the Services, or any interfaces provided with the Services, to access any other FunFaSy product or service in a manner that violates the terms of service of such other FunFaSy product or service.
- **“Account Information”** means information about you that you provide to us in connection with the creation or administration of your FunFaSy account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your FunFaSy account.
 - **“API”** means an application program interface.
 - **“API Request”** has the meaning set forth in Section 6.3.
 - **“Confidential Information”** means all nonpublic information disclosed by one party its affiliates, business partners or its or their respective employees, contractors or agents (collectively, the “Disclosing Party”) to the other party (the “Receiving Party”) that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to the Disclosing Party’s or its affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that the Disclosing Party is obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to the Confidential Information.
 - **“Content”** means software (including machine images), data, text, audio, video or images.
 - **“Dashboard”** has the meaning set forth in Section 1.2.
 - **“Decentralized Storage Services”** means any distributed or decentralized file storage service, including without limitation IPFS.
 - **“Documentation”** means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <https://funfasy.dev/info/docs/> (and any successor

or related locations designated by us), as such user guides and admin guides may be updated by us from time to time.

- **“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account.
- **“Free Plan”** has the meaning set forth in Section 5.1.
- **“Governing Laws”** mean the laws of the Russian Federation, without giving effect to any conflict of law rules.
- **“Indirect Taxes”** means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.
- **“FunFaSy Content”** means Content we or any of our affiliates make available in connection with the Services or on the FunFaSy Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). FunFaSy Content does not include the Services or Third-Party Content.
- **“FunFaSy Marks”** means any trademarks, service marks, service or trade names, logos, and other designations of FunFaSy and their affiliates that we may make available to you in connection with this Agreement.
- **“FunFaSy Site”** means <https://funfasy.dev> (and any successor or related site designated by us), as may be updated by us from time to time.
- **“Losses”** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).’
- **“Node”** means an MInter node run or hosted by FunFaSy.
- **“Policies”** means this Agreement, the Acceptable Use Policy, Privacy Policy, all restrictions described in the FunFaSy Content and on the FunFaSy Site, and any other policy or terms referenced in or incorporated into this Agreement, each as may be updated by us from time to time, but does not include whitepapers or other marketing materials referenced on the FunFaSy Site.
- **“Privacy Policy”** means the privacy policy located at <https://funfasy.dev/info/privacy/> (and any successor or related locations designated by us), as it may be updated by us from time to time.
- **“Service”** means each of the services, including the FunFaSy Site and any other features, tools, materials, or services offered from time to time, including our network infrastructure, by us or our affiliates. Services do not include Third-Party Content.
- **“Service Attributes”** means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.
- **“Service Offerings”** means the Services (including associated APIs), the FunFaSy Content, the FunFaSy Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.
- **“Suggestions”** means all suggested improvements to the Service Offerings that you provide to us.
- **“Technical Support Services”** means the technical support services relating to the Services provided by us to you in accordance with the terms of your Selected Plan.
- **“Term”** means the term of this Agreement described in Section 7.1.
- **“Termination Date”** means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.
- **“Third-Party Content”** means Content made available to you by any third party on the FunFaSy Site or in conjunction with the Services.
- **“Your Content”** means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your FunFaSy account and any computational results that you or any End User derive from the foregoing through their use of the Services. Your Content does not include Account Information.