

## **Terms of Service**

These Terms of Service ("Terms") outline the legal agreement between you ("you," "your," "client," or "user") and Nodemark Solutions ("Company," "We," "Our," "Us") regarding the use of our services. By accessing, engaging with, or entering into a business relationship with us, you acknowledge that you have read, understood, and accepted these Terms. These Terms apply to all services we provide, including brand franchising, consultancy, and marketing in the Web3 sector. If you do not agree with any part of these Terms, you must not use our services or continue any engagement with us.

### **No Financial, Legal, or Investment Advice**

The services we provide are intended for informational and strategic purposes only. Nothing in our discussions, proposals, written materials, or marketing activities should be interpreted as financial, investment, securities, legal, tax, or accounting advice. You remain solely responsible for conducting your own research, performing due diligence, and obtaining professional advice from qualified third-party advisers before making any decisions related to your business operations, investments, or activities.

### **Services We Provide**

The Company provides consultancy and marketing services for projects and businesses operating in the Web3 space. The Company is incorporated in the Republic of Marshall Islands with registration number 130284 and registered address at Trust Company Complex, Ajeltake Road, 96960, Majuro, Marshall Islands. We provide services available to qualified partners who meet our criteria for participation in the brand franchising solutions whereby partners may operate under our established brands only for the approved services and in accordance with our brand guidelines. Further, we offer strategic consultancy for blockchain and Web3 projects, working closely with clients to refine their business models, assess market positioning, identify growth opportunities, and address operational or regulatory considerations unique to the digital asset space. Furthermore, we offer marketing services aimed at building brand awareness, strengthening community engagement, and positioning our clients effectively within their target markets. A detailed formal contract will be prepared setting out the scope, timeline, and deliverables prior to the commencement of engagement.

### **Eligibility**

Our services are available only to individuals and entities that meet certain legal and practical requirements. You must be at least eighteen years of age and have the legal capacity to enter into a binding agreement in your jurisdiction. You must also be situated in a location where access to our services is not restricted or prohibited by law, regulation, or applicable sanctions. We may, at our discretion, refuse to provide services if we determine that legal, regulatory, reputational, or operational risks are present. This may include situations where your activities fall under prohibitions in certain jurisdictions, or where your intended use of our services could conflict with our compliance obligations.

### **Client Responsibilities**

When engaging our services, you agree to provide accurate, current, and complete information during onboarding and throughout the course of our engagement. You are responsible for complying with all laws and regulations applicable to your activities, both in your own jurisdiction and in any other jurisdiction where your activities may have an impact. You must not use our services for unlawful purposes, including but not limited to activities connected to money laundering, fraud, or the financing of terrorism. Additionally, you are expected to ensure that any funds involved in transactions with us originate from lawful sources and are not connected to prohibited or high-risk activities. Where we request supporting documentation or clarification, you agree to provide it promptly to help us meet our compliance obligations.

### **Account Security**

If you receive or create a user identification code, password, or any other security information as part of accessing our services, you are responsible for keeping this information confidential. Do not share your credentials with anyone else. We reserve the right to disable any user identification code or password, whether chosen by you or assigned by us, if we reasonably believe that you have not complied with these Terms of Service or if your account security is at risk. If you become aware or suspect that someone else knows your user identification code or password, you must notify us immediately so we can take appropriate action to protect your account.

### **Fees and Payment**

Before beginning any engagement, we will clearly outline the fees for our services. You agree to pay all fees as specified and within the agreed-upon timeframes. Failure to make timely payments may lead to suspension or termination of our services. Any additional expenses incurred during the course of our work will be communicated and approved beforehand.

### **AML and CFT Compliance**

In line with applicable laws and regulations, we maintain strict Anti-Money Laundering ("AML") and Combating the Financing of Terrorism ("CFT") practices. As part of our compliance procedures, we may request documentation to verify your identity, proof of address, and information regarding the source of funds involved in transactions. We reserve the right to refuse or discontinue services if we detect suspicious or potentially unlawful activity. In such cases, we may report relevant information to appropriate regulatory or law enforcement authorities as required by law. Your prompt cooperation in providing necessary information is essential to meet these obligations.

### **Confidentiality and Privacy**

We treat all personal and business information you provide with care and confidentiality. Our handling of data complies with our Privacy Policy, which explains how we collect, use, store, and protect your information. We do not share your information with third parties except where required by law or to comply with regulatory requests. We implement appropriate technical and organizational measures to safeguard your data against unauthorized access or disclosure.

### **Intellectual Property**

Unless otherwise agreed in writing, all materials, deliverables, and intellectual property created by us during the course of our engagement remain our property until full payment has been received. Upon full payment, ownership rights for such materials will transfer to you as specified in the engagement agreement. You agree to respect any third-party intellectual property rights and to use our materials only in accordance with the terms of our agreement.

### **Website Content and Access**

The content provided on our website, where visible, is for general informational purposes only and should not be considered as professional advice. Before making any decisions or taking any actions based on the information here, you should seek guidance from qualified professionals or specialists. While we intend to keep the information on our site accurate and current, we do not guarantee that the content is complete, error-free, or up to date. We disclaim all warranties, express or implied, regarding the reliability of the information provided. The facts and information presented on this website are considered accurate when published. However, the Company does not accept liability for any content that is not updated. The website may contain errors, inaccuracies, or outdated material, and information may be revised at any time without prior notification.

This website and all its content are designed exclusively for individuals located in jurisdictions where the "Company" is legally permitted to offer its products and services. Access to and use of this site is restricted to the Company's clients within those jurisdictions. It is your responsibility to verify that using this website complies with the laws of your jurisdiction. The materials presented here are not intended

for distribution or use in any location where such actions would be unlawful, or require or subject the Company to register or seek authorization under local regulations.

Our website may include links to external sites and resources provided by third parties. These links are offered solely for your convenience and informational purposes. The presence of a link does not imply our endorsement, approval, or responsibility for the content, products, or services on those external sites. We do not control, and are not responsible for, the content, policies, or practices of any linked websites. We encourage you to review the terms and privacy policies of any third-party sites you visit.

We may, at our sole discretion, modify, suspend, or remove this website or any services and materials it contains without prior notice. We are not responsible for any unavailability of the website, whether in whole or in part, at any time or for any duration. Additionally, access to certain sections of the website, or to the entire site, may be limited or restricted for some users, including those who are registered.

### **Governing Law**

These Terms and any disputes arising from them are governed by the laws of the Republic of Marshall Islands. You agree that any legal action or proceeding related to these Terms will be brought exclusively in the courts located within the Republic of Marshall Islands.

### **Changes and Updates**

We may update and modify our website periodically to better serve our users and reflect changes in our business priorities. These changes could include improvements to features, content, or design, and help us stay aligned with evolving user needs and industry developments.

We may update these Terms from time to time to reflect changes in laws, regulations, or our business practices. When updates occur, we will publish the revised Terms on our website. Your continued use of our services after such changes indicates your acceptance of the updated Terms.