

Terms of use for KYVE Web App Services

Last updated: 29 August 2024

These are the general terms and conditions (the “**Terms**”) of KYVE Foundation, Baarerstrasse 10, 6300 Zug, Switzerland (“**KYVE**” or “**our**” or “**we**” or “**us**”) regarding the use of the KYVE web app services. Your use of the KYVE Services (as defined below) implies your acceptance of these Terms. We ask that you read them carefully. If you have any questions, please do not hesitate to contact us at legal@kyve.foundation

KYVE provides a website-hosted user interface, which acts as a front-end only (the “**Interface**”). The Interface provides you access to KYVE Network, a decentralized data archiving and validation solution designed for blockchain networks and Web3 applications (the “**KYVE Protocol**”). It provides a reliable, scalable, and efficient way to store and retrieve large volumes of data, ensuring its integrity and accessibility over time. The Interface is available via the following link: <https://app.kyve.network/#/>.

These Terms apply to all uses of the Interface and any other dealings between KYVE and its Users (as defined below) and any services by KYVE (all of these uses, dealings and services are together defined as the “**Services**”). KYVE offers its Services on the condition that the User accepts these Terms and these Terms become part of any contract between you and us. By accessing and making use of the Services, you agree to and accept to be bound by these Terms and other terms, including but not limited to KYVE’s Website Terms of Use (found at <https://www.kyve.network/terms>) and KYVE’s privacy policy (found at <https://www.kyve.network/privacy>), which should be read along with these Terms.

KYVE may amend these Terms from time to time at its own discretion. By continuing to make use of the Services, you agree to and accept to be bound by the latest version of the Terms. The latest version of the Terms always applies between KYVE and you, as accessible at any time on the homepage of the KYVE website, and incorporated herein by reference. You may not use the Services if you do not accept any of the Terms.

1 Definitions

Insofar not defined in these Terms, the following terms when capitalized in these Terms shall have the following meaning:

- 1.1 **Data Tools:** any and all applications built on top of KYVE blockchain data.
- 1.2 **KYVE:** KYVE Foundation, a Swiss Foundation, having its registered office at Baarerstr. 10, 6300 Zug, Switzerland and registered in the commercial register of the canton of Zug under the number CHE-184.386.065. Also referred to as “**KYVE**”, “**we**”, “**us**”, “**our**”.
- 1.3 **User:** any legal entity, legal arrangement or natural person that makes use of the Services. Also referred to as “**you**” and “**your**”.
- 1.4 **Parties:** KYVE and the User, together.

2 KYVE: How does it work and what are the Services offered

- 2.1 **Interface:** KYVE provides the Interface. The Interface provides access, and access only, to access the Protocol. Our goal is to provide an Interface, which allows the use of the Protocol in the most transparent way. Users can access the Protocol by connecting their digital web 3 wallet.
- 2.2 **Visualization of KYVE network on-chain data:** KYVE provides visualization services for on-chain data, offering detailed views of account balances, staking information, and rewards, while also enabling monitoring of key protocol metrics such as bundles, votes, and total value locked within the Protocol.

- 2.3 **KYVE Protocol Interactions:** Through the Interface, Users can interact with the KYVE Protocol by preprocessing and streamlining tasks such as protocol delegation and undelegation of assets, managing data pool funding transactions, simplifying the claiming of staking rewards, and handling governance proposals and votes, all while supporting inter-blockchain communication.
- 2.4 **Validation tools:** The Interface allows Users to utilize commands for KSYNC, a tool capable of syncing blocks and state-sync snapshots from the decentralized KYVE data lake directly into Cosmos blockchain nodes. With KSYNC, Cosmos validators don't need to wait for peers in order to block-sync and they don't need to search for trusted app hashes if they want to state-sync. However, it's important to note that while these tools aid in validation, absolute data accuracy is and cannot be guaranteed.
- 2.5 **Faucet:** To enhance user experience (UX) for new Users to the KYVE Protocol, we have integrated a token faucet. The KYVE Faucet provides an easy and accessible way for Users to receive KYVE tokens (“**KYVE Token(s)**”) without the need for initial investment or complex procedures. This integration allows users to quickly engage with the network's features and functionalities, facilitating early adoption and experimentation. Please note that only eligible Users as outlined in section 8.5 of these Terms are eligible to acquire KYVE Tokens through the KYVE Faucet.
- 2.6 **Third Party Apps:** The Interface allows you to (i) connect third party wallets and (ii) connect such wallets to third-party decentralized applications (the “**Third-Party Apps**”) and use third-party services such as from the decentralized finance sector (swaps etc.), DAO tools or services related to NFTs or pricing (“**Third-Party Services**”). The Third-Party Apps are integrated in the Interface via inline framing or via code library. The provider of the Third-Party App and related Third-Party Service is solely responsible for the operation of the service and the correctness, completeness and actuality of any information provided therein. We make a pre-selection of Third-Party Apps that we show in the Interface. However, we only perform a rough triage in advance for obvious problems and functionality in terms of loading time and resolution capability of the transactions. Accordingly, in the event of any (technical) issues concerning the Third-Party Services, the User must only contact the respective service provider directly. The terms of service, if any, shall be governed by the applicable contractual provisions between the User and the respective provider of the Third-Party Service. Accordingly, we are not liable in the event of any breach of contract, damage or loss related to the use of such Third-Party Service.
- 2.7 KYVE may, at its absolute and sole discretion, change, update, amend, remove, or discontinue any part of the Interface and the Services at any time without prior notice to you.

3 The role of KYVE

- 3.1 KYVE provides the Interface and the Services. KYVE may remove content on the Interface at its sole discretion. For the avoidance of any doubt, KYVE is not in a position to remove the underlying smart contracts and is not able to block or otherwise interfere any transactions on the KYVE Protocol itself.
- 3.2 KYVE is not a financial adviser, investment manager, lender, fiduciary, financial institution, broker dealer, custodian, creditor, intermediary and/or charity: the main purpose of the Services is to administrate the Interface. KYVE does not warrant the accuracy, correctness and completeness of the information displayed in the Interface or provided by KYVE relating to the Services. KYVE takes no responsibility for such information and they are for information purposes only. Any and all information do not constitute legal, financial or investment advice. Information provided does not replace the advice from qualified advisors and the examination as to whether these crypto assets meet the User's own requirements in respect of the User's own objectives, experience and/or knowledge. Therefore, you acknowledge that all information and content accessed by you when using the Services is at your own risk.
- 3.3 KYVE offers the Interface to help Users to access the KYVE Protocol. **All Data Tools within the KYVE Protocol rely on information sourced from KYVE's decentralized data lake. The accuracy, completeness, and validity of the data are not guaranteed. These tools serve solely as access mechanisms, and no claims may be made against KYVE for any**

issues arising from the use of this data. Additionally, any integration with third-party services is undertaken at the User's own risk.

4 Non-Custodial and no fiduciary duties

The KYVE Protocol is a purely non-custodial application, meaning you are solely responsible for the custody of the cryptographic private keys / recovery phrases / other credentials to the crypto asset wallets you hold. We do not exercise any custody over your crypto assets and do not guarantee any remedy, refund or other forms of compensation in the event that there is any loss of your crypto assets (whether it is due to your own actions / omissions or the acts or omissions of external parties). These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist in law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these terms.

5 Third-Party Services

5.1 We provide you the possibility to interact through the Interface with Third-Party Services. You may view, have access to, and may use the informational content (the "**Third Party Content**"), products, or services of one or more third parties. In each such case, you agree that you view, access or use such content and services at your own election. Your reliance on any Third Party Content and use of Third Party Services in connection with the Interface and any activities you engage in with, or services you receive from a third party is between you and that third party directly. The conditions of service provisions, if any, shall be governed by the applicable contractual provisions between you and the respective provider of the Third-Party Service. Those terms and conditions may involve separate fees and charges or may include disclaimers or risk warnings about reliance on or the accuracy of any information. Such terms may also apply a privacy policy different from that which KYVE maintains and incorporates into these Terms. It is your responsibility to understand the terms and conditions of Third Party Services, including how those service providers use any of your information under their privacy policies.

5.2 Such Third-Party Service Services rely in part on third-party and open-source software, including the Protocol, and the continued development and support by third parties. There is no assurance or guarantee that those third parties will maintain their support of their software or that open-source software will continue to be maintained. This may have a material adverse effect on the Services. Third Party Content and Third Party Services are provided for your convenience only. We do not verify, curate, or control Third Party Content. We do not control Third Party Services. As a result, we do not guarantee, endorse, or recommend such content or services to any or all Users of the Interface, or the use of such content or services for any particular purpose. You access, rely upon or use any Third Party Content or Third Party Service at your own risk. This means specifically:

- We do not have any oversight over your activities with Third-Party Services especially by using Third-Party KYVE Apps, and therefore we do not and cannot make any representation regarding their appropriateness and suitability for you;
- Third-Party Services are not hosted, owned, controlled or maintained by us. We also do not participate in the Transaction and will not and cannot monitor, verify, censor or edit the functioning or content of any Third-Party Service;
- We have not conducted any security audit, bug bounty or formal verification (whether internal or external) of the Third-Party Services;
- We have no control over, do not recommend, endorse, or otherwise take a position on the integrity, functioning of, content and your use of Third-Party Services, whose sole responsibility lies with the person from whom such services or content originated;

- When you access or use Third-Party Services you accept that there are risks in doing so and that you alone assume any such risks when choosing to interact with them. We are not liable for any errors or omissions or for any damages or loss you might suffer through interacting with those Third-Party Services, such as Third-Party KYVE Apps;
- You know of the inherent risks of cryptographic and blockchain-based systems and the high volatility of token markets. Transactions undertaken in the blockchain are irrevocable and irreversible and there is no possibility to refund Token that have been deployed;
- You should read the license requirements, terms and conditions as well as privacy policy of each Third-Party Service that you access or use. Certain Third-Party Services may involve complex transactions that entail a high degree of risk;
- If you contribute integrations to Third-Party Services, you are responsible for all content you contribute, in any manner, and you must have all rights necessary to do so, in the manner in which you contribute it. You are responsible for all your activity in connection with any such Third-Party Service; and
- Your interactions with persons found on or through the Third-Party Service, including payment and delivery of goods and services, financial transactions, and any other terms associated with such dealings, are solely between you and such persons. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

5.3 If there is a dispute between you and the Third-Party Service provider or/and other users of the Third-Party Service, you agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release us, our directors, officers, employees, agents, contractors and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. **KYVE disclaims any and all responsibility and liability for any losses on account of your reliance upon or use of such content or services. We have no responsibility for Third Party Content that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable to you or under the law in your jurisdiction. The choice to rely on Third Party Content or to use a Third Party Service is your own, and you are solely responsible for ensuring that your reliance or use is in compliance with all applicable laws. Dealing or correspondence with any third party that provides such content or services is solely between you and that third party. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third Party Service at any time without notice.**

6 Intellectual Property Rights

6.1 Unless otherwise indicated by us, the website, all content, and other materials contained therein, including, without limitation, the KYVE logo, and all designs, text graphics, pictures, information, data, software, and files relating to the Services (“**Content**”) are the proprietary property of KYVE or our affiliates and licensors as applicable. Nothing in these Terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by making use of the Services. If you are a consumer we grant you a simple, limited license, but do not sell to you the Services you download solely for your own personal, non-commercial use.

6.2 The KYVE logo and any Interface or service names, logos, or slogans that may appear on the Interface or elsewhere are the proprietary property of KYVE and may not be copied, imitated or used, in whole or in part, without our prior written permission. Unless otherwise stated, you may not use any Content without our express written permission.

7 Your intellectual property rights

7.1 Content which is uploaded by you on the Interface (the “**User Content**”) shall always remain your property. For the entire period during which your User Content is hosted on the Interface, you grant to KYVE, including the right to transfer to its

affiliates, the non-exclusive rights to reproduce, represent, publish, exploit, exhibit, show, market, sub-license, distribute and to technically modify and compress your User Content as is necessary for the purposes of the viewing and/or streaming of your User Content on the Interface. By making your User Content accessible on the Interface, you agree to allow any User of the Interface, to view, to use and to share your User Content free-of-charge. By making your User Content accessible on the Interface, you grant to KYVE, including the right to transfer to its affiliates, the non-exclusive right to store your User Content and publish it on the KYVE Service at any time at KYVE's sole discretion, even after a removal. Please note that due to the nature of the internet and digital media, data transmitted – including your content – cannot be protected against risks of misappropriation and/or piracy, for which KYVE shall not be liable. You are responsible for taking all appropriate steps to protect your data, where applicable.

8 Eligibility

8.1 To access or use the Services, you must be able to form a legally binding contract with us. Accordingly, you represent and warrant that you are at least 18 years old (or, where applicable, of an age that meets such other higher minimum age limit as required in the laws of your jurisdiction) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface.

8.2 You further represent and warrant that you are not (a) the subject of asset freeze, travel ban, financial, economic, human rights, sectoral or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United Nations, the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations. Finally, you represent and warrant that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access the Interface or use the Services to conduct, promote, or otherwise facilitate any illegal activity (including but not limited to activities which are prohibited by applicable AML and CTF regulations). It is your responsibility to assess whether you are prohibited from using the Services or accessing the Interface.

8.3 We reserve the right to choose which markets and jurisdictions to conduct our business and may restrict or refuse, at our sole discretion, access to the website in certain countries or regions.

8.4 You are not eligible to use and benefit from the Services if you are a resident or a citizen of one of the following countries: Belarus, Burundi, Central African Republic, Congo, Cuba, DPRK (North Korea), Guinea, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, Mali, Myanmar (Burma), Republic of South Sudan, Russia, Somalia, Sudan, Syria, Ukraine (including the Crimea, Donetsk, and Luhansk regions), Venezuela, Yemen, Zimbabwe, and the United States of America.

8.5 To ensure compliance with regional regulations and to optimize the functionality and security of our Services, KYVE may employ geo-blocking tools. These tools are used to restrict access to certain features or content based on the geographic location of users. You hereby agree that (i) KYVE has the right to implement geo-blocking measures to manage access to our Services and content according to geographic locations and (ii) due to these geo-blocking measures, some features, content, or Services may not be available in your region. We make no guarantees regarding the availability of all Services in every geographic location.

9 User's representations and warranties

9.1 By using our Services you hereby agree, represent and warrant that:

- You won't use the Services or interact with the Services in a manner that violates any law or regulation, including, without limitation, any applicable export control laws;

- You represent and warrant that all information, content and documentation you provide to us, are true, accurate, complete, current, owned by you or properly licensed, and is free from any and all third-party rights, claims, or encumbrances and not misleading. You further agree to promptly update any such information as necessary to maintain its accuracy. You acknowledge that providing false, misleading, incomplete, unlawful, infringing, obscene, defamatory, libelous, harmful, or otherwise inappropriate information may result in your suspension or removal of such content.
- You won't use any tools to circumvent our geo-blocking tools;
- You understand the functionality, usage, storage, transmission mechanisms and intricacies associated with tokens as well as wallet and blockchains;
- You understand that transactions on the blockchain are irreversible and may not be erased and that your KYVE public address (including digital asset holdings) and transactions are displayed permanently and publicly;
- You will comply with any and all applicable tax obligations in your jurisdiction arising from your use of the Services;
- You will not misuse or gain unauthorized access to our Services by knowingly introducing viruses, cross-site scripting, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect our Services and that in the event you do so or otherwise attack our Services. You will not engage in any attack, hack, denial-of-service attack, interference, or exploit of any smart contract in connection with the KYVE Protocol. We reserve the right to report any such activity to the relevant law enforcement authorities and we will cooperate with those authorities as required;
- You won't access without authority, interfere with, damage or disrupt any part of our Services, any equipment or network on which our Services is stored, any software used in the provision of our Services or any equipment or network or software owned or used by any third party;
- You won't use our Services for activities that are unlawful or fraudulent or have such purpose or effect or otherwise support any activities that breach applicable local, national or international law or regulations;
- You understand that the Services and the underlying Blockchain are in an early development stage and we accordingly do not guarantee an error-free process and give no price or liquidity guarantee; and
- You are using the Services at your own risk.

9.2 You may only use the Services if you comply with these Terms.

10 Data and Privacy

10.1 The records of KYVE are stored on our systems in accordance with standard safety practices and applicable laws.

10.2 The Services may contain links to websites operated by other entities. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. KYVE has no responsibility to you with respect to any linked site, and no linked site, regardless of the linking form (e.g. hotlinks, hypertext links, IMG links) is maintained, controlled, endorsed, monitored or otherwise governed by KYVE.

10.3 KYVE takes your privacy and the protection of your personal data, collected and processed in connection with your use of the Services very seriously. If you want to find out more about the personal data collected, how we collect it and the related processes, you can check our [Privacy Policy](#), available at any time on the KYVE website.

11 Fees

- 11.1 You may have to pay “Gas” (fees paid to validators through your independent wallet applications as consideration for validating the Users’ transactions) for certain interactions with the KYVE Protocol. For every transaction with the Protocol, a Gas fee is applicable. Gas fees are set by you through your independent wallet application, based on the market conditions.
- 11.2 KYVE does not charge any fees for the Services as well as for the provision of the Interface. KYVE reserves the right to introduce a fee for the Services at a future date. Any such implementation will be communicated in advance.
- 11.3 You may have to pay fees for the use of the Third-Party KYVE Apps. KYVE has no control over the fees charged by such Third-Party Services.

12 Termination

- 12.1 We may cease offering our Services and/or terminate any agreement with you and refuse access to the Interface at any time with immediate effect and without notice. In case of our termination of the Agreement, you may no longer access the KYVE Protocol our Services. However, you may continue to access the KYVE Protocol and any tokens through alternative third-party channels.
- 12.2 You may terminate any agreement with us at any time without notice.
- 12.3 All covenants, agreements (including but not limited to the agreements in relation to the (i) applicable law, (ii) competent court, (iii) disclaimers, (iv) limitation of liability), representations and warranties made through these Terms shall survive the termination of any agreement governed by these Terms.

13 Disclaimers

- 13.1 Except as expressly provided to the contrary in writing by KYVE, the Services and content contained therein are provided on an “as is” and “as available” basis without warranties or conditions of any kind, either express or implied. KYVE (and its suppliers) make no warranty that the Services and its Content will (1) meet your requirements; (2) be available on an uninterrupted, timely, secure, or error-free basis; or (3) be accurate, reliable, complete, legal, or safe.
- 13.2 KYVE disclaims all liability for any issues arising from the underlying blockchain technology, including but not limited to the validation of transactions, the functionality of the blockchain, security vulnerabilities, network failures, or any other technical aspects of the blockchain. KYVE does not warrant or guarantee the accuracy, reliability, or integrity of any blockchain-related processes or transactions. You acknowledge and agree that KYVE is solely an interface provider and that you assume full responsibility for any risks associated with the use of the blockchain, including the potential loss of digital assets, data, or other related consequences.
- 13.3 All Data Tools within the KYVE Protocol rely on information sourced from KYVE’s decentralized data lake. The accuracy, completeness, and validity of the data are not guaranteed. These tools serve solely as access mechanisms, and no claims may be made against KYVE for any issues arising from the use of this data.
- 13.4 KYVE will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained on the Services, the Protocol and/or any other publishing channels used by KYVE, including but not limited to KYVE’s Discord, X (formerly known as Twitter), Medium, and Telegram channels. KYVE does not represent or warrant that any content on the Services and/or any other publishing channels used by KYVE, including but not limited to KYVE’s Discord, Twitter, Medium, and Telegram channels is accurate, complete, reliable, current or error-free.
- 13.5 While KYVE attempts to make your access to and use of the Interface safe, KYVE does not represent or warrant that the Interface is free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You acknowledge and accept the inherent security risks of providing information and dealing online over the internet. We will not be responsible for any breach of security unless it is due to our gross negligence.

- 13.6 We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of the Interface and content including but not limited to, any losses, damages, or claims arising from: (1) user error such as if you forget your repayment date, incorrect transactions, or mistyped addresses; (2) server failure, notification failure or data loss; (3) corrupted wallet files; (4) loss of tokens of any kind.
- 13.7 TO THE FULLEST EXTENT PROVIDED BY LAW, KYVE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INTERFACE AND CONTENT CONTAINED THEREIN. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 13.8 KYVE is not licensed by or registered with any financial services or other regulator whether in Switzerland or otherwise. Accordingly, we do not have any duties under any Swiss financial services legislation to you, and nor do you have any recourse to any financial services regulator in Switzerland if you are dissatisfied with any aspect of the Interface or the Services.
- 13.9 Furthermore, KYVE is not regulated or licensed in any other jurisdiction by any financial services or other regulator. There is no governmental or other compensation payable should you suffer any loss or damage. By using the Services you warrant that you understand and accept that you have no protections of this kind under applicable law.

14 Limitation of Liability

- 14.1 KYVE cannot be held liable in any way by the Users for direct damages of any nature whatsoever suffered by anyone as a result of or in connection with the Services, unless arising from KYVE's willful misconduct or gross negligence.
- 14.2 KYVE's liability for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from third parties, and damages in connection with the engagement of third parties by the User, as a result of or in connection with the Services, is excluded to the maximum extent permissible by applicable law.
- 14.3 KYVE is not liable for any loss arising in the performance of the Services due to KYVE acting on incorrect or incomplete information provided by the User.
- 14.4 KYVE is not liable for any damage or loss, in any form whatsoever, caused to or by the Services as a result of non-compliance with these Terms, such as, in the event of failure to deliver the KYVE Service on time or in full, due to unforeseen circumstances and/or force majeure, or any other agreed.
- 14.5 If, for any reason, KYVE is found by a court of competent jurisdiction to be liable for any compensation or other remedy to a User, then, to the maximum extent permissible by applicable law, its liability per incident is limited to an amount equal to the Fees collected by KYVE in direct relation to such incident.
- 14.6 The above limitation of liabilities also applies to the personal liability of the organs, legal representatives, employees and vicarious agents of KYVE.
- 14.7 You are solely responsible for maintaining all relevant tax records and complying with any reporting requirements you may have as related to your use of the Interface and the Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services and the Interface.

15 Indemnity

- 15.1 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) breach of these Terms or violation of applicable law by you; or (b) a dispute between you and any of your customers or

users. You will reimburse us for reasonable attorneys' fees and expenses, associated with claims described in (a) and (b) above.

16 Force Majeure

16.1 KYVE may, at its discretion, update, change or terminate the Services and any agreement or suspend its execution if, due to circumstances beyond its sphere of influence (e.g. equipment or software malfunction or bugs including network splits or forks or unexpected changes in the blockchain, as well as hacks, phishing attacks, distributed denials of service or any other security attacks) or of which it was not aware, it temporarily cannot comply with its obligations without being liable to pay any compensation of damages.

17 Other

17.1 If KYVE does not enforce parts of these Terms between KYVE and you, this cannot be regarded as a waiver of the right to enforce this against you at a later stage.

17.2 You cannot transfer the rights and obligations under these Terms and/or any agreement between KYVE and you to third parties. KYVE can assign and/or transfer all rights and obligations under these Terms and/or any agreement between KYVE and you to a third party, without consent from you being required.

17.3 If any provision of these Terms is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Terms. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.

17.4 These Terms constitute the entire agreement between you and us in relation to the Services. It replaces and extinguishes any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of either of us, whether oral or written, public or private, in relation to that subject matter.

18 Amendment and Variation

18.1 These Terms may from time to time be updated or amended. By continuing to make use of the Services, you agree to and accept to be bound by the latest version of the Terms. The latest version of the Terms always applies between KYVE and you, as accessible at any time on the homepage of the KYVE website, and incorporated herein by reference. You may not use the Services if you do not accept any of the Terms. In addition, we may at any time change, add or remove any feature or functionality of the Services without prior notice. By continuing to use our Services after any such changes have taken effect, you are indicating your acceptance of it. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Services immediately.

19 Applicable law and competent court

19.1 These Terms and any dispute or claim arising out of or in any way relating to the Services (including non-contractual disputes or claims) shall be governed by and construed in accordance with substantive Swiss law under the exclusion of the conflicts of law rules. The application of the United Nations Convention for Contracts for the International Sales of Goods ("CISG") is hereby expressly excluded.

19.2 You and we irrevocably submit to the exclusive jurisdiction of the ordinary courts of Zug, Switzerland for the purpose of hearing and determining any dispute or claim (including non-contractual disputes or claims) arising out of these Terms.

19.3 If you have not provided contact details to us, you agree that we may serve any notice or court documents (the "**Documents**") on you by NFT to your digital wallet and you warrant and agree that this constitutes good service of such Documents.

20 **Queries, remarks and suggestions**

For any queries, remarks or suggestions, please contact KYVE using the contact details below.

Email address: legal@kyve.foundation