

DENET NODES SALE TERMS

Last amended: April 29, 2026

These DeNet Nodes Sale Terms (the “**Terms**”) are published on <https://nodesale.denet.app/> (the “**Node Sale Site**”) and regulate your acquiring of Nodes (see definition below) from DeNet Pte. Ltd., a private company incorporated under the laws and regulations of Singapore, UEN: 202529092G, addressed at 10 Anson Road, #20-05, International Plaza, Singapore 079903 (the “**Company**”).

Participating in the Node sale confirms that you have read, understood, and agreed to these Terms. You acknowledge and accept the associated risks, including but not limited to potential modifications to the characteristics of the Nodes and the non-refundable nature of the payments.

Users also acknowledge that these Terms may be amended at the Company’s sole discretion. Updated versions of the Terms will be published on the Node Sale Site with the latest amendment date indicated. The Company is not obligated to provide personal notification of such amendments, and users are responsible for regularly reviewing the Terms to stay informed about any changes.

By confirming the purchase of the Node(s) on the Node Sale Site, you confirm your participation in the DeNet Nodes sale and explicitly agree to comply with all terms and conditions outlined in this document.

BY PARTICIPATING IN THE NODE SALE OR ANY RELATED ACTIVITIES WITHIN THE DENET ECOSYSTEM, YOU ACKNOWLEDGE AND AGREE THAT NODES DO NOT CONSTITUTE AN INVESTMENT, FINANCIAL ASSET, OR SECURITY. THE ACQUISITION OF A NODE IS SOLELY INTENDED TO PROVIDE ACCESS TO ENHANCED FUNCTIONALITIES WITHIN THE DENET ECOSYSTEM, SPECIFICALLY THE ABILITY FOR DATAKEEPERS TO CONTRIBUTE STORAGE SPACE AND MAY BECOME ELIGIBLE TO RECEIVE REWARDS FOR DATA STORAGE.

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE POTENTIAL FOR ANY FINANCIAL RETURN, SECONDARY MARKET ACTIVITY, OR THE FUTURE VALUE OF THE NODES. USERS SHOULD ENGAGE WITH THE DENET ECOSYSTEM BASED ON THE UNDERSTANDING THAT THE NODES SERVE ONLY AS A MEANS TO ACCESS SPECIFIC FEATURES AND SERVICES WITHIN THE PLATFORM AND ARE NOT INTENDED FOR SPECULATIVE OR INVESTMENT PURPOSES.

THE COMPANY AND THE DENET COMMUNITY WILL NOT BEAR ANY LIABILITY FOR YOUR PARTICIPATION OR ANY RELATED OUTCOMES UNLESS OTHERWISE EXPLICITLY PROVIDED UNDER THESE TERMS.

1. Terms and Definitions

To ensure clarity and consistency in understanding, the following terms are defined as they are used throughout this document:

“Applications” means mobile applications for decentralized storage of data available on the App Store (<https://apps.apple.com/us/app/denet-storage/id1643491316>), Google Play (<https://play.google.com/store/apps/details?id=pro.denet.storage>), and Android APK (<https://links.denet.app/android/apk/latest>).

“Datakeeper” means a user who holds a Node and contributes their storage space to the DeNet Ecosystem, receiving rewards for data storage in return.

“DeNet Ecosystem” means the Node Sale Site, Site, Applications, and other platforms and tools developed by the Company and its affiliates. These enable users to share storage space, may become eligible to receive rewards, and participate in various activities that contribute to the network’s operation.

“DeNet Token” or “Token” means a **native utility token or limited-purpose digital payment token** (as such term may be understood under applicable law), if and to the extent issued, designed solely for use within the DeNet Ecosystem to enable or facilitate access to certain functionalities, services, incentives, or network operations. For the avoidance of doubt, the DeNet Token **does not constitute and is not intended to constitute** an investment product, capital markets product, security, derivative, collective investment scheme, or any other regulated financial instrument, and **is not issued or marketed with any expectation of profit, capital appreciation, or passive income**.

“Limit” means the maximum storage capacity allocable to a Datakeeper per Node, which is ten (10) terabytes (TB) as of the Last Amended date, measured using decimal units (1 TB = 1,000 gigabytes), and which may be increased, decreased, or otherwise modified by the Company or the DeNet Ecosystem’s rules as displayed on the Node Sale Site or within the DeNet Ecosystem from time to time.

“Node” means a license that enables the Datakeeper to share storage space up to a Limit specified in these Terms or within the DeNet Ecosystem, and may become eligible to receive rewards for securely storing other users’ data. For the avoidance of doubt, references to a ‘Node’ and ‘Node license’ have the same meaning unless expressly stated otherwise.

“Referee” means a new user who acquires a Node on the Node Sale Site through the referral program using the referral code of the Referrer.

“Referrer” refers to a user who introduces a new potential Node holder through the referral program, using a unique referral code provided to them within the DeNet Ecosystem.

“**Site**” online platform accessible at <https://denet.pro>, including all its web pages, features, and services provided through it, as well as any associated content, tools, and resources available to users.

“**Terms**” means the rules and conditions governing participation in the DeNet Nodes Sale.

2. General Information

Based on the current concept of the DeNet Ecosystem, Nodes should allow you to acquire the status of Datakeepers within the DeNet Ecosystem, enabling you to share your storage space up to the appointed Limit and may become eligible to receive rewards for storing users' data.

3. Node Description

3.1. Definition and Functions

Node is fundamentally a license of certain extended functionality within the DeNet Ecosystem that enables users (the “**Datakeepers**”) to share their storage space up to the applicable Limit and to become eligible to receive rewards for securely storing data belonging to other users of the DeNet Ecosystem, subject to compliance with applicable technical, operational, and ecosystem rules.

Each Node license authorizes a Datakeeper to allocate storage capacity **up to the applicable Limit**.

The **Limit may be increased, decreased, or otherwise modified** by the Company at any time, in its sole discretion, including for technical, security, regulatory, or ecosystem-sustainability reasons. The Company may also, at its discretion, offer different categories or tiers of Node licenses with varying Limit ranges or functional parameters.

The rates, conditions, eligibility criteria, and mechanics for receiving rewards as a Datakeeper, including any performance requirements, availability thresholds, validation rules, or distribution methodologies, will be determined and published at a later stage within the DeNet Ecosystem.

Nothing in these Terms shall be construed as a guarantee of reward availability, frequency, amount, or continuity, and any rewards (if any) shall be strictly contingent upon actual performance and compliance with applicable rules.

3.2. Ownership Rights and Limitations

It is essential to note that ownership of a Node or a Node license does not confer any right to income generation, profit sharing, dividends, revenue participation, or any form of equity, ownership interest, or stake in the Company or the DeNet Ecosystem. Node ownership does not constitute an investment contract, security, or financial instrument of any kind. Additionally, ownership of a Node does not entail any transfer or license of intellectual

property rights in respect of the DeNet Ecosystem, including, without limitation, its trademarks, software code, algorithms, designs, databases, documentation, or any other proprietary or protected elements.

Nodes are designed exclusively as functional components of the DeNet Ecosystem intended to support decentralized network operations and user participation. Nodes are not offered or marketed for speculative, investment, or profit-generating purposes, and users must not acquire Nodes with any expectation of financial return, appreciation in value, or economic benefit derived from the efforts of the Company or third parties.

To prevent concentration of network participation and to preserve the decentralized and non-investment nature of the DeNet Ecosystem, each user account may purchase no more than **ten (10)** Node licenses in aggregate. The Company reserves the right to enforce this limitation through technical, administrative, or contractual means, including suspension or restriction of additional acquisitions, where such limit is exceeded or circumvented. The Company may, at its sole discretion and without prior notice, amend this per-account limitation at any time, including by increasing or decreasing the maximum number of Node licenses permitted per User account, where such amendment is deemed necessary or desirable for technical, regulatory, compliance, security, or ecosystem-integrity reasons.

Node licenses are subject to a non-transferability and assignment restriction for a period of **one (1) year** from the date of acquisition. The Company reserves the unilateral right, at its sole discretion, to extend such restriction for any additional period and for any reason, including regulatory, compliance, technical, or ecosystem-integrity considerations, without prior notice to the User.

3.3. No Secondary Market Guarantee

Users acknowledge that there is no guarantee of a secondary market for the Nodes. The primary and sole purpose of acquiring a Node is to gain access to enhanced functionalities within the DeNet Ecosystem. Any potential resale, transfer, or trading of Nodes will be entirely at the discretion of the individual holder and does not imply any inherent investment value or financial return.

3.4. Evolving Nature

Users recognize that Node sale is performed during the active stage of DeNet Ecosystem development, and functionalities and features of the Nodes are to be fully developed at a later stage. These functionalities, nevertheless, are subject to change or modification. This aligns with the governance principles of the DeNet Ecosystem and ensures its continuous development and adaptability.

Users further agree and acknowledge that the features of the Nodes may change at any time. Such changes may encompass modifications to technical specifications, usage capabilities, or other attributes of the Nodes, as deemed necessary by the community or sustainable development of the DeNet Ecosystem. By participating in the Node sale, users

accept these conditions and understand that the evolving nature of the Nodes is inherent to the decentralized and innovative structure of the DeNet Ecosystem.

4. Disclaimer on Future Changes

All characteristics of the Nodes, including but not limited to their features and functionality, are subject to change at any time without prior notice.

Users explicitly acknowledge and accept the following:

- The value, characteristics, and functionalities of the Nodes are not guaranteed and may evolve or change over time. This includes, but is not limited to, potential decreases in the value of the Nodes.
- The Company and members of the DeNet community shall not be held liable or responsible for any modifications, alterations, or changes made to the Nodes, nor for any consequences arising from such changes.
- By participating in the Node sale, users unequivocally and irrevocably accept that the features, value, and specifications of the Nodes may change in the future, in accordance with the decisions made by the DeNet community.

5. Node Purchase and Payment Terms

5.1. One Channel

The purchase of the Node is conducted exclusively through the Node Sale Site, and users must adhere to the prescribed procedures for completing transactions. Users must refrain from engaging in any activities related to the sale of Nodes outside the Node Sale Site. The Company and the DeNet community will not recognize, validate, or assume liability for transactions conducted via unofficial platforms, third-party services, or unauthorized channels.

Users who engage in transactions outside the authorized channels assume full responsibility for any associated risks, including but not limited to financial losses or fraud. Neither the Company nor the DeNet community shall bear liability for such activities.

5.2. Price and Discounts

The price of **one (1) Node license** is **five hundred eighty (580) United States Dollars (USD)**, payable in cryptocurrency in accordance with these Terms and the payment instructions displayed on the Node Sale Site.

No discounts, promotions, rebates, or incentive programs apply other than those expressly set out in this Clause.

The following discounts and promotional mechanics may be available, subject to eligibility and technical availability at the time of purchase:

The following discounts and promotional mechanics may be available:

- **Referral Program Discount:** a 5% discount applied upon entry of a valid referral code at checkout.
- **Bundle Promotion:**
 - **5 + 1:** purchase of five (5) Node licenses entitles the user to one (1) additional Node license at no additional cost;
 - **10 + 2:** purchase of ten (10) Node licenses entitles the user to two (2) additional Node licenses at no additional cost.

The total number of Node licenses acquired under this promotion shall not exceed ten (10) paid licenses per user account, with a maximum of two (2) additional promotional licenses.

- **Datakeeper Discount:** a ten percent (10%) discount available to Datakeepers who purchased Node licenses prior to January 2026, subject to verification by the Company.
- **Commission Offset:** as an alternative to withdrawing accrued referral commissions, users may elect, where technically supported, to apply such commissions as a credit or offset against the purchase price of the Node licenses, subject to the applicable referral program terms and any technical or procedural requirements in effect at the time of such application.

Discounts and promotions are applied automatically where applicable, and users will be shown the adjusted price prior to confirming payment. If a user believes that a discount has been incorrectly applied or omitted, the user must contact the Company before completing payment via email at support@denet.app or through the support system.

The Company reserves the right, at any time before the completion of a Node license purchase, to amend, suspend, replace, or discontinue any prices, discounts, promotional mechanics, or related conditions, in whole or in part, at its sole discretion. Any such amendments shall take effect upon publication of the updated Terms or price information on the Node Sale Site and shall apply only to future purchases. Completed purchases shall not be affected retroactively.

5.3. Payment Methods and Accepted Cryptocurrencies

Users may pay for Node licenses exclusively in cryptocurrency, in accordance with the payment options made available on the Node Sale Site at the time of purchase.

Subject to technical availability and the Company's discretion, the following cryptocurrencies may be accepted as consideration for the purchase of Node licenses:

- **BNB** (based on Binance Smart Chain);

- **ETH** (based on Ethereum);
- **POL** (based on Ethereum and Polygon networks);
- **USDC** (based on Binance Smart Chain, Ethereum and Polygon networks);
- **USDT** (based on Binance Smart Chain, Ethereum and Polygon networks).

The Company reserves the right, at its sole discretion and at any time before the completion of a purchase, to add, remove, suspend, or modify the list of accepted cryptocurrencies, supported blockchain networks, or payment methods, without liability to users. Any such changes shall take effect upon publication on the Node Sale Site or within these Terms and shall apply only to future transactions.

Users acknowledge and agree that the acquisition, holding, transfer, or use of cryptocurrencies involves inherent risks, including price volatility, transaction delays, network congestion, smart-contract risks, and irreversible loss of funds. The Company, its affiliates, and DeNet community members shall not be responsible or liable for any losses, costs, fees, exchange rate fluctuations, or other expenses incurred by users in connection with acquiring, holding, converting, or transferring cryptocurrencies for the purpose of purchasing Node licenses, including where a cryptocurrency ceases to be accepted by the Company prior to purchase.

Specific payment instructions, including wallet addresses, supported networks, and transaction requirements, shall be displayed on the Node Sale Site during the checkout process and must be followed precisely by the user. Payments sent using unsupported networks, incorrect wallet addresses, or otherwise not in accordance with the provided instructions may result in permanent loss of funds and shall be made entirely at the user's own risk.

5.4. Transaction Fees

Users are solely and fully responsible for all fees, costs, and charges incurred in connection with the purchase of Node licenses, including, without limitation, blockchain network (gas) fees, validator or miner fees, wallet service fees, exchange fees, conversion fees, slippage, and any third-party service charges arising from or related to cryptocurrency transactions.

Users acknowledge and agree that all such fees are non-refundable, non-reversible, and borne entirely by the user, irrespective of whether a transaction is successfully completed, delayed, rejected, reversed by the network, or otherwise fails for any reason, including technical errors, network congestion, incorrect transaction parameters, or changes to supported payment methods.

By initiating a payment transaction, the user irrevocably waives and forfeits any right, title, or claim to reimbursement, refund, compensation, or set-off in respect of any transaction fees or commissions paid, regardless of the outcome of the purchase process, and regardless of any subsequent amendment, suspension, or termination of the Node offering.

5.5. Authorized Transactions

All transactions relating to the purchase of Node licenses must be conducted exclusively through the official Node Sale Site expressly identified in these Terms. Users must not attempt to acquire Node licenses through any other means, including, without limitation, peer-to-peer arrangements, secondary markets, resellers, brokers, social-media channels, private messages, smart-contract interactions not deployed or authorized by the Company, or any other unofficial or third-party platforms or services.

The Company and the DeNet community do not recognize, validate, support, or assume any responsibility or liability for transactions conducted outside the authorized channels. Any purported Node license acquired through unauthorized means shall be deemed invalid, void, and unenforceable against the Company and may result in the refusal to activate, recognize, or support such Node license within the DeNet Ecosystem.

Users who engage in any transaction relating to Node licenses outside the authorized channels do so entirely at their own risk and assume full responsibility for all consequences arising therefrom, including, without limitation, financial loss, fraud, scams, loss of funds, loss of access, or inability to activate or use the Node license. Neither the Company nor the DeNet community shall bear any liability for losses or damages incurred in connection with such unauthorized activities.

5.6. Compliance with Legal Obligations

Users are solely and fully responsible for ensuring that their use of the Node Sale Site, the acquisition of Node licenses, and any payment method selected by them, including the acquisition, holding, transfer, and use of cryptocurrencies, fully comply with all applicable laws, regulations, rules, sanctions, exchange controls, tax obligations, and regulatory requirements in their jurisdiction(s) of residence, domicile, nationality, or habitual location.

Without limiting the foregoing, users must independently assess and verify:

- whether the use of cryptocurrencies as a means of payment is lawful in their jurisdiction;
- whether any licenses, registrations, approvals, disclosures, or filings are required in connection with such use;
- whether any restrictions apply based on their nationality, residency, or location, including restrictions arising from sanctions regimes or financial crime laws; and
- whether any tax, reporting, or declaration obligations arise as a result of the purchase, holding, or use of Node licenses.

The Company does not provide legal, regulatory, tax, or compliance advice and makes no representations or warranties regarding the legality of cryptocurrency use or Node license acquisition in any particular jurisdiction. Users are encouraged to seek independent professional advice where necessary.

To the maximum extent permitted by applicable law, the Company and the DeNet community expressly disclaim any and all liability for a user's failure to comply with applicable legal or regulatory requirements and shall not be responsible for, nor compensate, indemnify, or reimburse, any fines, penalties, sanctions, losses, damages, confiscations, enforcement actions, or other adverse consequences suffered by Users as a result of such non-compliance.

5.7. Guarantee of Cryptocurrency Ownership and Legal Compliance

By participating in the Node sale and transferring cryptocurrency as payment, you hereby represent and warrant that the cryptocurrency being transferred as payment for the Node is owned solely by you. You have full legal and beneficial ownership of the cryptocurrency and have the right to transfer it without restriction. You further warrant that the cryptocurrency is not subject to any claim, lien, encumbrance, or third-party rights.

You guarantee that the cryptocurrency being transferred is free from any claims, disputes, or potential rights of third parties. You further warrant that the transfer of such cryptocurrency to the Company does not infringe upon the rights of any third parties and that you are not aware of any third-party claims that may arise in connection with the cryptocurrency.

The cryptocurrency being used for the transaction has been obtained through legal means and in full compliance with applicable laws and regulations. You affirm that the source of the cryptocurrency is legitimate and that no part of the cryptocurrency has been derived from any illegal activities, including but not limited to fraud, money laundering, terrorism financing, or any other illicit activity.

You acknowledge and agree to comply with all applicable AML and KYC regulations as required by the Company or any relevant authority. You confirm that the cryptocurrency being used for the transaction is not associated with any activity that would violate AML/KYC obligations.

6. Node Delivery

Following the successful completion of a Node license purchase, the corresponding Node license(s) shall be credited to the user's connected blockchain wallet within a period of up to **two (2) months** from the date on which the payment transaction is irrevocably confirmed on the relevant blockchain. The specific dates and delivery timelines for the Node licenses may be announced within the DeNet Ecosystem and through DeNet's official communication channels.

Users acknowledge and agree that the connected wallet address used at the time of purchase shall be deemed the sole and final destination for the issuance and delivery of the Node license(s). Users are solely responsible for ensuring that the connected wallet is valid, compatible, properly configured, and under their exclusive control at all times.

For the avoidance of doubt:

- The Company does not custody, control, manage, or recover users' wallets, private keys, seed phrases, or access credentials;
- Any Node license credited to an incorrect, incompatible, unsupported, inaccessible, or compromised wallet address (including due to user error, misconfiguration, loss of private keys, use of unsupported networks, or third-party wallet failures) may be permanently lost;
- Blockchain transactions are irreversible, and once a Node license has been credited to the connected wallet, the Company shall have no ability or obligation to reverse, reissue, replace, or re-credit such Node license.

The Company, its affiliates, and the DeNet community shall not be liable for any loss, delay, inability to access, or failure to receive Node licenses arising from or related to incorrect or outdated wallet addresses provided or connected by the user, wallet software errors, network congestion, protocol upgrades, or third-party wallet service failures, loss, compromise, or unauthorized access to the user's wallet or private keys, or changes in supported networks, technical standards, or compatibility requirements.

Delivery of the Node license(s) to the connected wallet shall constitute full and final fulfillment of the Company's delivery obligations in respect of such Node license(s).

7. No Refund

Except as expressly provided in these Terms, all Node purchases are final and non-refundable. Users acknowledge that by completing a Node purchase, they waive any right to request a refund, chargeback, or reversal of the transaction.

The Company does not provide refunds for:

- **Non-Use or Partial Use:** Refunds will not be granted if the user chooses not to use the Node after purchase, whether in whole or in part.
- **Temporary Unavailability:** Refunds are not provided for any temporary unavailability of the Node, including but not limited to downtime due to maintenance, updates, technical issues, or force majeure events.
- **Bugs, Errors, or Malfunctions:** Refunds will not be issued for any malfunctions, bugs, or unintended behavior in the Node, whether caused by internal software issues, updates, or external factors.
- **Price Fluctuations:** The Company does not provide refunds due to fluctuations in stablecoin values, fiat exchange rates, or changes in Node pricing.
- **External Factors & Third-Party Failures:** Refunds will not be granted for issues caused by third-party services, including but not limited to blockchain congestion, validator failures, wallet incompatibilities, network delays, or changes in external service providers' policies.

- **Incorrect User Actions:** Refunds are not issued in cases of user error, including but not limited to incorrect wallet addresses, misconfigurations, or failure to follow provided instructions.
- **Security Incidents & Hacks:** Refunds are not granted for losses arising from security breaches, phishing attacks, unauthorized access, or compromised private keys, whether due to the User's negligence or external threats.
- **Regulatory or Legal Changes:** The Company is not liable for and does not offer refunds in case of regulatory changes that may affect the availability, use, or functionality of the Node.
- **Dissatisfaction with Performance:** Refunds will not be provided based on subjective dissatisfaction with the Node's performance, functionality, or expected outcomes.
- **Suspension or Termination:** Refunds are not provided if access to the Node is restricted, suspended, or terminated due to violations of the Terms or any applicable policies.
- **Beta or Experimental Features:** If the user participates in beta releases, experimental features, or early access programs, refunds will not be granted due to instability, bugs, or incomplete functionality.

8. Restrictions on Node Purchase

8.1. Jurisdictional and Age Limitations

Participation in the Node sale is restricted to individuals and entities that comply with applicable local laws and regulations.

Participation is expressly prohibited for:

- Residents or citizens of jurisdictions where such participation requires additional regulatory approvals or is prohibited by local laws, including but not limited to:
 - The People's Republic of China (PRC).
 - Any other country or region where such participation requires additional regulatory approvals or is prohibited by local laws.
- Individuals who have not reached the age of 18 or other age of majority as defined by the laws of their country of residence.

The above list of restricted jurisdictions may be updated periodically following changes to legal or regulatory requirements. The Company reserves the right to modify this list at its sole discretion without prior notice. Users are encouraged to review the terms and conditions regularly to ensure ongoing compliance.

8.2. User Responsibility

Users are solely responsible for determining their eligibility to participate in the Node sale under the laws and regulations of their country or region of residence or citizenship. This

includes ensuring compliance with any age-related restrictions. Before engaging in the sale, users must confirm that their actions comply with all relevant legal and regulatory requirements.

8.3. Company Disclaimer

The Company explicitly disclaims any responsibility for verifying users' eligibility under local laws, including age restrictions. By participating in the Node sale, users affirm that they have independently confirmed their legal compliance, including eligibility based on age and jurisdiction.

8.4. Consequences of Non-Compliance

Should it be determined that a user has violated the restrictions on participation, including engaging in the sale while being ineligible under their local laws, the following actions may be taken:

- Immediate termination of the user's Node license granted under these Terms;
- Forfeiture of any payments made, which will be considered non-refundable; and(or)
- Potential exclusion from the DeNet Ecosystem.

9. Referral Program Terms

9.1. Purpose and Benefits

The referral program is designed solely to encourage user-driven growth of the DeNet Ecosystem by rewarding users for introducing new, independent users to the Node sale. The referral program is a promotional incentive and does not constitute an investment program, profit-sharing arrangement, agency relationship, or employment relationship between the Company and any user.

Under the referral program, a user may refer other users (the "**Referees**") to the Node Sale Site using a valid referral mechanism provided by the Company. Subject to these Terms, the referring user may be eligible to receive a referral commission calculated exclusively based on Node licenses actually purchased and paid for by Referees, and not on incomplete transactions, canceled payments, or failed blockchain transfers.

Referees who complete a qualifying purchase using a valid referral mechanism are eligible to receive a five percent (5%) discount on the applicable Node license price, applied automatically at checkout, subject to the conditions set out in these Terms.

Referral commissions accrue based on the aggregate number of Node licenses purchased by all Referees attributed to a specific referring user, calculated on a cumulative basis. The applicable commission rates are as follows:

- **0-9 Node licenses purchased:** 5% of the amount paid by the respective Referees for the Nodes;

- **10-99 Node licenses purchased:** 10% of the amount paid by the respective Referees for the Nodes;
- **100+ Node licenses purchased:** 15% of the amount paid by the respective Referees for the Nodes;

For the avoidance of doubt:

- Referral commissions are calculated net of refunds, chargebacks, failed transactions, and reversed payments, if any;
- Self-referrals, circular referrals, coordinated referral schemes, or referrals involving affiliated persons or controlled accounts are strictly prohibited and may result in disqualification from the referral program and forfeiture of accrued commissions;
- Referral commissions are earned solely as a promotional reward and must not be construed as passive income, investment returns, or compensation for solicitation of investments.

The Company reserves the right, at its sole discretion, to amend, suspend, limit, or terminate the referral program, including commission rates, eligibility criteria, or technical implementation, at any time and with prospective effect only, by updating these Terms or the Node Sale Site.

9.2. Referral Recognition

For a Referee to be validly recognized as introduced by a Referrer, and for the Referrer to become eligible to receive a referral commission in respect of such Referee, all of the following conditions must be satisfied:

- a. **Use of Unique Referral Code:** The Referee must enter the unique, active referral code assigned to the Referrer at the time of checkout during the Node license purchase process. Referral codes are generated and made available to Referrers through the Node Sale Site.
- b. **Correct and Timely Submission:** The referral code must be accurately entered, validated, and successfully recorded by the Company's systems at the time the Referee submits the purchase transaction. Referral codes cannot be applied retroactively, amended after submission, or added to completed or pending transactions under any circumstances.
- c. **Successful Completion of Purchase:** Referral recognition shall occur only upon the successful completion of the Referee's Node license purchase, meaning that the applicable cryptocurrency payment has been irrevocably confirmed on the relevant blockchain and the transaction has been validated by the Company. Failed, reversed, canceled, or incomplete transactions shall not qualify for referral recognition or commission accrual.
- d. **One-Time Attribution:** Each Referee may be attributed to only one Referrer. Where multiple referral codes are submitted, attempted, or associated with a single

transaction or user account, only the first valid referral code successfully recorded by the Company's systems shall apply, as determined by the Company in its sole discretion.

- e. No Manual Overrides: Referral attribution and recognition are fully automated and determined exclusively by the Company's technical systems. The Company does not provide manual attribution, adjustments, or exceptions, including in cases of user error, technical malfunction on the user's side, or disputes between users.

For the avoidance of doubt, the Company reserves the right to invalidate referral recognition and withhold or reverse referral commissions where it reasonably determines that a referral resulted from prohibited conduct, including self-referrals, use of multiple or affiliated accounts, automated scripts, manipulation of referral mechanics, or any activity intended to circumvent these Terms.

9.3. Referral Commission Payment

Referral commissions are accrued and denominated exclusively in cryptocurrency, as determined by the Company from time to time. A referral commission shall accrue only upon the successful completion of a Node license purchase by a Referee, meaning that the applicable cryptocurrency payment has been irrevocably confirmed on the relevant blockchain and validated by the Company. No commission shall accrue in respect of pending transactions, failed or reversed payments, refunds, or chargebacks.

The amount of accrued referral commissions attributable to a user shall be displayed for informational purposes on the relevant section of the Node Sale Site or other source within the DeNet Ecosystem. Such information is provided on an "as-is" and "as-available" basis and may be subject to delays or technical reconciliation.

The withdrawal of accrued referral commissions may be requested **only during the last five (5) calendar days of each calendar month** (the "**Withdrawal Request Period**"). No separate or individual notice shall be provided to users. The availability of the withdrawal request functionality within the DeNet Ecosystem shall constitute sufficient notice, and **users are solely responsible for monitoring** the DeNet Ecosystem for such availability. Withdrawal requests submitted outside the Withdrawal Request Period shall not be processed and shall automatically roll over to the next applicable Withdrawal Request Period, subject to continued eligibility under these Terms.

To submit a valid withdrawal request, users must provide complete, accurate, and current withdrawal details through the DeNet Ecosystem in the format specified by the Company. Users bear sole responsibility for the accuracy of all withdrawal information provided, including wallet addresses, supported networks, and any required metadata.

Approved withdrawal requests shall be processed **within fourteen (14) calendar days** following the expiration of the applicable Withdrawal Request Period, subject to technical availability, internal compliance checks, and blockchain network conditions.

IMPORTANT: Due to the decentralized and irreversible nature of blockchain transactions, all commission withdrawals are final and non-reversible once executed. Any referral commission sent to an incorrect wallet address, unsupported network, or otherwise based on inaccurate withdrawal details shall be permanently lost, and the Company shall bear no liability for any such loss, error, or inability to recover funds.

As an alternative to withdrawal, users may elect, where technically supported, to apply accrued referral commissions as a credit or offset against the purchase price of additional Node licenses, subject to the terms, limitations, and technical conditions in effect at the time of such application.

The Company reserves the right, at its sole discretion, to amend, suspend, delay, or modify referral commission payment mechanics, supported cryptocurrencies, minimum thresholds, or processing timelines, with prospective effect only, by updating these Terms or the Node Sale Site.

9.4. Prohibited Conduct

Users must adhere to the following rules while participating in the referral program:

- **No Misrepresentation:** Users must not provide false, misleading, or deceptive information about the DeNet Ecosystem, Nodes, or the referral program to potential Referees.
- **No Abuse of the Program:** Any attempts to exploit or manipulate the referral program for undue advantage, including through automated tools or unethical practices, are strictly forbidden.

Users must comply with all terms and conditions of the referral program, including any restrictions, limitations, or guidelines provided by the Company. The Company reserves the right to update or modify the referral program rules at its sole discretion.

9.5. Consequences of Violations

Any violation of the referral program terms, including but not limited to the prohibited conduct outlined above, will result in the following consequences:

- Immediate disqualification from the referral program.
- Loss of the right to receive any commissions, discounts, or other benefits associated with the referral program.
- The Company reserves the right to take further action, including but not limited to termination of the Node purchase and suspension of the user's access to the DeNet Ecosystem.

9.6. Program Updates and Termination

The Company retains the right to modify, suspend, or terminate the referral program at any time without prior notice. Users acknowledge that continued participation in the program constitutes acceptance of any updates or modifications.

10. Promotional Token Bonus Program

As part of a promotional program associated with the acquisition of Node licenses through the Node Sale Site, Datakeepers may be eligible, subject to the conditions set out below, to receive a future native utility Token that may be issued by or in connection with the DeNet Ecosystem. **This promotional program is available for a limited period of time, and the final date of the program shall be announced and published on the Node Sale Site.** The Company may end the program upon expiration of such period without further notice.

Each Node license may potentially enable a Datakeeper to receive up to **one thousand (1,000) Tokens per Node license** over a period of up to **two (2) years** following the Token Generation Event (the “TGE”), if and to the extent such Tokens are issued. Any receipt of Tokens shall be strictly conditional upon the Datakeeper’s active performance of tasks, provision of storage space to other users, and compliance with applicable technical, operational, and ecosystem rules, as determined by the Company from time to time.

The specific mechanics, eligibility criteria, performance requirements, allocation methodology, timing, and technical conditions for earning or receiving Tokens (if any) shall be determined and published by the Company at a later stage, at the Company’s sole discretion. Nothing in these Terms shall be construed as creating any obligation on the Company to issue Tokens or to implement any particular allocation or reward mechanism.

For the avoidance of doubt:

- This promotional program does not constitute an investment opportunity, financial product, security, derivative, or capital markets instrument of any kind;
- The Token (if issued) is intended solely as a utility or functional element of the DeNet Ecosystem and is not intended to be marketed, offered, or promoted as an investment product;
- Datakeepers do not contribute money, assets, or value to a common enterprise in exchange for Tokens, and do not rely on the managerial or entrepreneurial efforts of the Company for any expectation of profit;
- Any Tokens received are consideration for actual services performed or resources provided by the Datakeeper and are not passive, guaranteed, or automatic;
- Participation in this promotional program does not create any right, entitlement, or legitimate expectation to receive Tokens, any particular quantity of Tokens, or any economic benefit.

Users expressly acknowledge and agree that:

- The Token may never be developed, issued, or launched, and the Company shall have no liability to users in such case;
- These Terms do not create any right, entitlement, vested interest, or legitimate expectation to receive Tokens, any specific quantity of Tokens, or any economic benefit;
- The Company may, at its sole discretion, modify, suspend, limit, or terminate this promotional program at any time, including prior to or after a TGE;
- The Company may exclude or revoke preferential eligibility for Token-related benefits in respect of any user or Node license where the Company reasonably determines that such eligibility would be harmful to the DeNet Ecosystem, including due to abuse, regulatory concerns, security risks, or non-compliance with these Terms.

In the event that preferential eligibility for Tokens is revoked or Tokens are not issued, Datakeepers shall remain eligible to receive rewards for providing storage space in alternative formats, as determined by the Company or the DeNet Ecosystem's applicable rules, without giving rise to any claim for compensation, damages, or substitute benefits.

11. Termination of Node Sale

The Company reserves the right, at its sole and absolute discretion, to suspend, discontinue, or permanently terminate the Node sale, in whole or in part, at any time and for any reason, including for technical, regulatory, legal, compliance, commercial, or strategic considerations, without prior notice to users.

Upon termination of the Node sale, all outstanding rights to acquire additional Node licenses, participate in promotional programs, or earn further referral commissions shall immediately cease.

If, as of the effective date and time of termination of the Node sale, a user has accrued referral commissions, awards, credits, discounts, or other promotional benefits that have not been validly withdrawn, applied, or otherwise used in accordance with these Terms, such unused or unwithdrawn amounts shall be deemed automatically forfeited, without compensation, reimbursement, or liability of any kind on the part of the Company.

For the avoidance of doubt:

- The Company shall have no obligation to provide any grace period, notice, reminder, or extension in respect of the withdrawal or use of accrued awards prior to or following termination;
- Forfeiture shall apply regardless of the reason for termination and regardless of whether the user was aware of the termination at the relevant time; and

- Users irrevocably waive any claims against the Company arising out of or in connection with such termination or forfeiture, including claims for lost profits, expectations, or opportunities.

Nothing in this clause shall affect Node licenses already validly purchased prior to the termination date, except as otherwise expressly provided in these Terms.

12. RISKS

By participating in the DeNet Nodes sale and acquiring the Node, you acknowledge and accept the risks listed in the Risk Notice available at <https://nodesale.denet.app/risk-notice>.

BY PARTICIPATING IN THE DENET NODES SALE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY EVALUATED THE RISKS PROVIDED IN THE RISK NOTICE AND ACCEPT FULL RESPONSIBILITY FOR ANY CONSEQUENCES ARISING FROM YOUR PARTICIPATION. THE DENET COMMUNITY MEMBERS AND COMPANY SHALL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES INCURRED AS A RESULT OF PARTICIPATION IN THE NODE SALE.

13. DISCLAIMER OF LIABILITY

By participating in the Node sale, users acknowledge and accept the following:

- **No Guarantee on the Timing:** DeNet developers are doing everything possible, but the Company cannot provide predictions on when the Nodes will be fully developed.
- **No Guarantee of Node Features, Functionality, or Value:** The features, functionalities, pricing, and value of the Nodes are subject to change at any time, at the discretion of the DeNet community through its decentralized governance process. There are no guarantees regarding the performance or future value of the Nodes, and they may decrease in value over time. The final version of the Nodes may differ significantly from the description that is provided at this stage.
- **Changes to Node Characteristics:** The DeNet community retains the right to modify the characteristics of the Nodes, including their technical specifications, usage capabilities, and related features, through the decentralized voting process. Such changes may occur without prior notice, and users accept the possibility that the Nodes may undergo significant modifications after their acquisition.
- **No Liability for Modifications:** The Company, its affiliates, partners, and members of the DeNet community shall not be held liable for any direct, indirect, or consequential damages resulting from modifications, delays, or changes to the Nodes, including but not limited to changes in features, specifications, pricing, or value. Users waive any claims for damages, losses, or expenses arising from such changes.

- **Risk of No Secondary Market:** Users acknowledge that there is no guarantee of a secondary market for the Nodes, and the Company does not guarantee liquidity or the ability to resell the Nodes. The acquisition of a Node is intended solely to unlock enhanced functionalities within the DeNet Ecosystem and does not confer any rights to profit-sharing, income generation, or equity interests in the Company.
- **No Liability for Community Decisions:** The Company shall not be held liable for any decisions made by the DeNet community through the governance process, including decisions that result in changes to the Nodes or the DeNet Ecosystem. Users understand that the decentralized nature of the ecosystem means that the Company has no control over decisions made by the community and that such decisions may affect the value or functionality of the Nodes.
- **Irrevocable Acceptance of Risks:** By engaging in the sale, users irrevocably accept all risks associated with acquiring a Node. This includes the understanding that the value and functionality of the Nodes are uncertain, and users may lose all or part of their investment. Users agree that they are acquiring the Nodes at their own risk and that the Company is not liable for any losses or damages incurred.
- **No Legal or Financial Advice:** The Company does not provide legal, financial, investment, or tax advice. Users should seek professional advice from qualified advisors before making any decisions related to the acquisition of Nodes.
- **Indemnity:** Users agree to indemnify and hold harmless the Company, its officers, directors, employees, agents, affiliates, and members of the DeNet community from any claims, losses, liabilities, expenses, or damages arising out of or in connection with their participation in the sale, including but not limited to the acquisition, use, or transfer of Nodes, as well as any disputes related to the features or value of the Nodes.

14. Governing Law and Dispute Resolution

14.1. Governing Law

These Terms, and any dispute, claim, or controversy arising out of or in connection with them, including any question regarding their existence, validity, interpretation, performance, breach, or termination, as well as any non-contractual obligations or claims, shall be governed by and construed in accordance with the laws of Singapore, excluding its conflict of laws rules.

Users acknowledge and agree that participation in the Node sale, use of the Node Sale Site, and acquisition of Node licenses may be subject to legal, regulatory, or other restrictions in certain jurisdictions. Users are solely responsible for ensuring that their access to and use of the Node Sale Site and their participation in the Node sale comply with all applicable laws, regulations, and requirements in their respective jurisdiction(s) of residence, domicile, nationality, or habitual location.

The Company makes no representations, warranties, or assurances regarding the legality, permissibility, or regulatory treatment of the Node sale or Node licenses under the laws of any jurisdiction other than Singapore. To the maximum extent permitted by applicable law, the Company disclaims all liability arising from a user's failure to comply with applicable local laws or regulations and shall not be responsible for any losses, penalties, sanctions, enforcement actions, or other adverse consequences incurred by users as a result thereof.

14.2. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or in connection with these Terms, including their existence, validity, interpretation, performance, breach, termination, or invalidity (a “**Dispute**”), the users and the Company agree to first attempt to resolve the Dispute through good faith negotiations.

Either party may initiate such negotiations by providing written notice of the Dispute to the other party, and the parties shall use reasonable efforts to resolve the Dispute amicably within thirty **(30) calendar days** from the date of such notice.

If the Dispute has not been resolved through good faith negotiations within the above period, the Dispute shall be **finally and exclusively resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC)** in accordance with the **SIAC Arbitration Rules** in force at the time of commencement of the arbitration, which rules are deemed to be incorporated by reference into this Clause. The seat (legal place) of arbitration shall be Singapore. The language of the arbitration shall be English. The arbitration tribunal shall consist of one (1) arbitrator, unless otherwise determined in accordance with the SIAC Arbitration Rules. The arbitral award shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction in accordance with applicable law and international conventions.

To the fullest extent permitted by applicable law, users expressly waive any right to bring or participate in any class action, collective action, representative action, or group arbitration against the Company arising out of or in connection with these Terms.

Unless otherwise determined by the arbitral tribunal, each party shall bear its own legal fees, costs, and expenses, and shall share equally the arbitration costs and fees.

Nothing in this Section shall prevent or restrict the Company from seeking interim, injunctive, or equitable relief (including orders for the protection of intellectual property rights, confidential information, or technological assets) from any court of competent jurisdiction, where such relief is necessary or appropriate and where arbitration would not provide an adequate or timely remedy.

15. Previous Node Sale Rounds

The Company has conducted prior Node sale rounds before the publication of these Terms (the “**Previous Node Sale Rounds**”). Node licenses acquired during such Previous Node

Sale Rounds were governed by separate terms and conditions applicable at the time of the relevant purchase.

These Terms do not replace, amend, or retroactively apply to Node licenses acquired during Previous Node Sale Rounds, unless expressly stated otherwise in writing by the Company. The rights, obligations, and conditions applicable to such Node licenses shall continue to be governed by the terms and conditions in effect at the time of the relevant acquisition.

For the avoidance of doubt, Node licenses purchased before January 2026 were not subject to any storage capacity limitation (Limit) and shall not be retroactively subject to the Limit introduced under these Terms, unless otherwise expressly agreed in writing by the relevant user and the Company.

Users acknowledge that the Node Sale Site may not display or host historical versions of the terms applicable to Previous Node Sale Rounds. Users who participated in Previous Node Sale Rounds and require access to the applicable terms, or who have questions regarding the conditions governing their Node licenses, must contact the Company directly using the contact details provided in these Terms. Upon reasonable request, the Company will make commercially reasonable efforts to provide the applicable version of the terms or clarify their applicability.

For the avoidance of doubt, Node licenses acquired under Previous Node Sale Rounds remain valid in accordance with the terms applicable at the time of acquisition, subject to any ongoing technical, operational, or ecosystem-level rules that apply uniformly across the DeNet Ecosystem and do not impose retroactive economic or functional limitations.

16. Assignment and Transfer of Rights

The Company reserves the right to transfer or assign its rights and obligations under these Terms, in whole or in part, to any third party without the need for prior notification or consent from the users, should such transfer or assignment be required to comply with any applicable laws, regulations, or legal requirements.

The Company shall not be required to prematurely notify the users of any such transfer or assignment, and users acknowledge and agree that the Company's rights and obligations may be transferred to third parties as deemed necessary for legal compliance.

17. Contact

If you have any questions regarding these Terms or need help for any other reason, please submit your request through the Node Sale Site or email at: **support@denet.app**.