

# TERMS OF SERVICE

These Terms of Service govern your use of the Humanode's authentication software (the "**Software**") available at humanode.io (the "**Website**"), operated by **Humanode**, a Cayman Islands exempt guarantee foundation with registration number CR-392285 and having its registered office at PO Box 707 Camana Bay, 3rd Floor, Landmark Square, 64 Earth Close, Grand Cayman KYI-9006, Cayman Islands ("**Humanode**", "**we**", "**us**" or "**our**"). These Terms are agreed between the individual or entity using the Software ("**User**", "**you**", "**your**") and Humanode.

By accessing or using the Software, you agree to be bound by these Terms of Service and the [Privacy Notice](#) (collectively, "**Terms**"). If you are agreeing to these Terms on behalf of an entity, by accessing or using the Software you represent that you have authority to bind that entity. If you do not have such authority or you do not agree to these Terms, do not access or use the Software. These Terms set forth the terms and conditions under which Humanode is willing to provide you the right to access and use the Software.

If you do not agree to these Terms, Humanode does not agree to allow you to access or use the Software even if you access or use the Software. If you do not agree with these Terms, please, refrain from using this Software.

## 1. Modifications

Humanode reserves the right, at any time, to modify these Terms, whether by posting a modified version of these Terms on the Website or by providing notice to you as permitted in these Terms. Any modifications will be effective 24 hours following posting on the Website or delivery of such notice to you. You may terminate these Terms at any time if you do not agree to any modification, provided however, that you must also cease accessing or using the Software. You will be deemed to have agreed to all modifications if you continue to access and use the Software following notice of the modification, or following the posting of a modified version of these Terms on the Software.

## 2. The Software

The Software is an authentication method that uses face geometry data points from a 3D face scan used for Uniqueness Checks and liveness data (the "**Biometric Data**") to verify that the person accessing an Application is a real human being. Uniqueness Check consists of the User going through a video facial recognition process submitting a live facial image that is processed through the Software generating data points that are matched against a collection of data points in a database maintained by Humanode.

In order to collect the Biometric Data, the Software may access your device camera roll and camera with your permission.

The Software does not collect Biometric Data for the purpose of identifying the User but rather to identify whether the User is a unique human registered to the account of the relevant Application the User is attempting to access to.

An “**Application**” includes the Humanode’s BotBasher Bot added to any chat or channel in the messaging-application Telegram telegram.org (the “**Telegram Servers**”), and any other application developed by Humanode or by other parties, including unrelated parties, that use our Service for User’s authentication purposes.

“**BotBasher Bot**” is a part of the Telegram Bots that is visible on the Telegram chats and channels that provide Sybil-resistance via Humanode technology by managing and administrating Telegram chats and channels that add BotBasher.

### **3. Personal Data and Biometric Data**

By accessing and/or using the Software, you agree to our Privacy Notice, and give us consent to collect, process, store and retain Biometric Data and Personal Data in accordance with the terms of the Privacy Notice.

### **4. Right of Access**

Subject to these Terms, Humanode grants to you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Software solely for your own use, and in accordance with all applicable laws.

### **5. Restrictions**

You acknowledge that the Software, as well as the databases, software, hardware and other technology used by or on behalf of Humanode to provide the Software, and their structure, organization, designs, trademarks, and underlying data, information, and source code thereof, constitute intellectual property of Humanode. In addition to the other restrictions in these Terms, you will not and will not permit any third party to:

- a) modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, structure, design, or method of operation for the Software;
- b) utilize the Software for any purpose that is illegal in any way or that advocates illegal activity under applicable law;
- c) interfere in any manner with the operation of the Software or attempt to gain unauthorized access to the Software; or
- d) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Software.

### **6. No Maintenance or Support**

Humanode is not obligated to provide you any support, maintenance or training relating to the Software. Any modifications, new versions, or new releases of or to the Software provided by Humanode will be treated as part of the Software for purposes of these Terms.

## **7. Ownership**

Humanode and its licensors retain all rights, title, and interest in and to the Software and all additions and modifications to the Software, including all intellectual property rights therein. Any rights not expressly granted to you hereunder are reserved by Humanode.

## **8. Representations, Warranties and Covenants**

You represent, warrant, and covenant that:

- a) you have read and understood, and agree to these Terms, including the Privacy Notice;
- b) you understand and agree that your Personal Data and Biometric Data (as defined under the Privacy Notice) shall be utilized in accordance with the Privacy Notice.
- c) you have the legal right and authority to enter into these Terms;
- d) you agree that when using the Software, including the liveness detection, you will submit an image of you, and no other person;
- e) you are at least 18 years of age and have reached the age of majority in your jurisdiction;
- f) you understand, and agree that you are waiving any right to participate in a class action lawsuit or in a class-wide arbitration against Humanode or any of its affiliates;
- g) you understand and agree that you have no right to any refund of the payment for the use of the Software;
- h) you have the legal right and authority to perform your obligations under these Terms and to grant the rights and licenses described in these Terms and in any applicable additional agreement you enter into in connection with these Terms; and
- i) you will access and use the Software at all times only as expressly set forth in these and in strict compliance with these Terms.

## **9. Disclaimer**

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED BY THE COMPANY "AS IS" AND "AS AVAILABLE," WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND COVENANTS, WHETHER EXPRESSED OR IMPLIED, REGARDING THESE TERMS AND THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET ALL OF YOUR REQUIREMENTS OR BE UNINTERRUPTED, SECURE, COMPLETE, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO

ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AGENTS OR REPRESENTATIVES WILL CREATE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS UNLESS CONFIRMED IN WRITING BY THE COMPANY AS AN AMENDMENT TO THESE TERMS.

## **10. Indemnification**

You will indemnify, hold harmless and defend Humanode (and its officers, directors, employees, contractors, agents, parent companies, subsidiary companies and affiliates) from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with or as a result of:

- a) your use of or access to the Software, including, without limitation, any data, information, content, or results generated through the Software, whether or not in breach of these Terms;
- b) your actual or alleged breach of any provision of these Terms; or
- c) damage to property or injury to or death of any person directly or indirectly caused by you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE OR ACCESS THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY LOST, CORRUPTED OR ALTERED DATA OR INFORMATION, LOSS OF USE OF DATA OR INFORMATION, RECOVERY OF DATA OR INFORMATION, OR LOSS OR INTERRUPTION OF BUSINESS OR PROFITS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE LIABILITY OF THE COMPANY RELATING TO THESE TERMS, THE SOFTWARE, OR ANY RESULTS OBTAINED FROM THE USE OF OR ACCESS TO THE SOFTWARE, EXCEED THE FEE PAID BY THE USER TO USE THE SOFTWARE.

## **11. Relief**

You acknowledge and agree that due to the unique nature of the Software there can be no adequate remedy at law for any breach of your obligations hereunder, that any such breach may allow you or third parties to unfairly compete with Humanode resulting in irreparable harm to Humanode, and therefore, that upon any such breach of these Terms or threat thereof, you will not oppose any attempt by Humanode to obtain, in addition to whatever remedies it may have at law, an injunction or other appropriate equitable relief without making any additional showing of irreparable harm (and you agree to support the waiver of any requirement that Humanode be required to post a bond prior to the issuance of any such injunction or other appropriate equitable relief).

## **12. Notices**

Unless otherwise specified in these Terms, any notices from you required or allowed under these Terms will be provided to Humanode by email to: [privacy@humanode.io](mailto:privacy@humanode.io).

Humanode may provide you with any notices required or allowed under these Terms by public posting on the Website and/or in its Telegram Bot, or when applicable, by sending you an email to any email address you provide to Humanode.

Notices provided to Humanode will be deemed given when actually received by Humanode. Notice provided to you will be deemed given 24 hours after posting on the Website, the Humanode's Telegram channel or sending via email, as applicable.

### **13. No waiver**

From time to time, Humanode may fail to require or strictly enforce compliance with relation to any provision in these Terms. Humanode may also fail to exercise any or all of its rights empowered herein. Any such failure shall not be construed as a waiver or relinquishment of Humanode's right to assert or rely upon any such provision or right in that or in any other instance. If applicable, an express waiver given by Humanode of any condition, provision, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such condition, provision or requirement.

### **14. Severability**

If any portion of these Terms is held to be illegal, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, that portion shall be severed, and such illegality, unenforceability or invalidity shall not affect the legality, enforceability or validity of the rest of these Terms in that jurisdiction, nor the legality, enforceability or validity of these Terms in any other jurisdiction.

### **15. Governing Law and Jurisdiction**

These Terms are governed by the laws of the Cayman Islands. Any present or future law which operates to vary the obligations of Humanode in connection with these Terms with the result that Humanode's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

### **16. Dispute**

Any dispute, claim, suit, action, cause of action, demand, or proceeding arising out of or related to these Terms (including with respect of their validity, existence, or termination), any action under or contemplated by these Terms that is not settled by you and Humanode within 30 days from the date that either party notifies the other party in writing of the Dispute shall be referred to and finally settled by arbitration. Further, the parties hereby agree that:

- a) the law of this section is English law;
- b) the seat of arbitration will be the London Court of International Arbitration (LCIA);

- c) the number of arbitrators will be one;
- d) if the parties do not agree on the arbitrator to be appointed within 30 Days of the Dispute proceeding to arbitration, the arbitrator is to be appointed by the LCIA; and
- e) the arbitration proceedings will be conducted in English.

The determination reached in such arbitration shall be final and binding on all Parties hereto without any right of appeal. Any court of competent jurisdiction may enforce any determination or award of the arbitrator. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OR CLASS TREATMENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF.

Notwithstanding any other provision of these Terms, you agree that Humanode has the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

To the fullest extent permitted by law, you irrevocably and unconditionally waive, with respect to yourself and any of your revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from: suit; jurisdiction of any court; relief by way of injunction or order for specific performance or recovery of property; attachment of assets (whether before or after judgment); and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and you irrevocably agree, to the fullest extent permitted by applicable law, that you will not claim any immunity in any such proceedings).

#### **17. Waiver of Class Action Rights and Class Wide Arbitration**

You agree that any Dispute is personal to you and Humanode and will not be brought as a representative action, class action, or any other type of representative proceeding in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. You agree not to join with any other individual or entity or group of individuals or entities for the purpose of seeking to resolve the respective Disputes on a consolidated or representative basis.

#### **18. Contact**

If you have any questions about these Terms, please contact us at [privacy@humanode.io](mailto:privacy@humanode.io)