

# Terms of Service

LAST UPDATED: 15 April, 2024.

Welcome to GetBlock - the node provider.

The Service is provided by **GetBlock LLC**, a private limited company, incorporated under the laws of the Republic of Serbia under the registration number 21835790 ("**GetBlock**" or "**we**").

This Node-as-a-Service agreement represents the terms of service of GetBlock (the "Terms of Service", 'Agreement') and governs the relationships between you ("**you**" or the "**User**") and GetBlock in relation to your use of:

- 1) GetBlock website <https://getblock.io/> ("**Platform**");
- 2) All products, and Platform features, including affiliate campaigns available on the Platform ("**Service**").

## 1. DEFINITIONS

1.1 '**Node**' means an individual database instance in a blockchain containing a copy of the full ledger of such a database, and capable of tracking, sending, getting info about transactions within such database and storing copies of the transactions confirmation. The Nodes provided include **Shared Nodes** which are available to all Users and listed on the Platform, and **Dedicated Nodes** which are a private-hosted nodes for dApps with high workload and may be customised.

1.2 '**Documentation**' means the developers' and users' manuals, guides, training materials, specifications, minimum system configuration requirements, compatible device and hardware list, API's methods, Nodes endpoints and other similar materials in electronic form (including at <https://getblock.io/docs/>) if, as provided by GetBlock to you (including any revised versions thereof), they relate to the Service, which may be updated by us from time to time.

1.3 '**Service**' means GetBlock's blockchain infrastructure, developer tools, and application programming interfaces (APIs) to Nodes, as more particularly described or identified on our

Platform or otherwise in an applicable Request form, and any affiliate campaigns, updates, patches, bug fixes and upgrades.

1.4 **'Request form'** means an order form or other ordering document agreed to electronically by you and GetBlock that references this Agreement and sets forth the applicable Service to be provided by GetBlock.

1.5 **'Effective Date'** means the effective date set forth on your account, or if you have not entered through a Request Form then the date you first access or use the Services.

1.6 **'Contact means'** means any means of communication with us including the contact form on the Platform, Telegram account, email and any other means.

1.7 **'User Data'** means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of you or your End Users through the Services or to us in connection with your use of the Services, but excluding, for clarity, personal data processed in accordance with [Privacy Policy](#) or data owned or controlled by GetBlock and made available through or in connection with the Services.

1.8 **'End User'** means a third-party individual or entity that utilizes or accesses service the User provides or creates while using our Services

## 2. AGREEMENT

2.1 By creating a GetBlock account, and using GetBlock Service, you agree to be bound by these [Terms of Service](#), [Refund Policy](#), [Subscription Policy](#), Affiliate Program which constitute the legally binding agreement between you and GetBlock (collectively, the "Agreement").

2.2 This Agreement constitutes the entire agreement between you and GetBlock and governs your use of the Service, superseding any prior agreements between you and GetBlock with respect to the Service. You may also be subject to additional terms of service that may apply when you use affiliate or third-party services, third-party content, or third-party software.

2.3 Eligibility. You need to be of legal age to enter into the Agreement. If you are under 16 years old (or the legal age of your place of residence), you must receive parental or legal guardian approval to enter the Agreement.

2.4 By using the Service, you declare that according to your local jurisdiction, you are of legal age and eligible to enter into the Agreement on your own or have received parental or legal guardian approval to enter into the Agreement.

### 3. PRIVACY

We care about your privacy. How your personal data is collected, used, and shared when you are using the Service is explained in our [Privacy Policy](#) and [Cookie Policy](#).

### 4. ACCOUNT

**4.1 Registration.** To register a GetBlock User account (the "Account") and use the Service you must:

- 1) sign up to the Platform via your MetaMask account by using MetaMask extension, OR
- 2) sign up to the Platform via your Google account; OR
- 3) sign up to the Platform with your assigned e-mail address and password, AND
- 4) read and accept these [Terms of Service](#) and [Privacy Policy](#).

Upon signing up, your individual Account will be created automatically, and you will be assigned your personal User ID. Registration is free of charge.

**4.2 Your liability.** You are solely responsible for managing and safeguarding your Account, your login credentials, your API keys and access tokens maintaining confidentiality, and restricting access to your Account, and all activities under your Account. You are responsible for ensuring that your use of the Service within your Account complies with these [Terms of Service](#), applicable laws, and regulations. You agree to use your Account for personal use and not transfer it to anyone. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

**4.3 Account blocking.** We may block your account for the following reasons:

- 1) Creating a multiple accounts under the same registration means like Metamask account or email;
- 2) Unreasonable activity overloading the Platform;
- 3) Malicious activity;
- 4) Fraud activity;
- 5) Any other activity harmful to GetBlock.

Upon blocking your Account, this agreement will be terminated, and you will not be able to use the Service.

**4.4 Account deletion.** You may request us to delete your Account by sending us a request via the Contact means provided in this Agreement. Upon deletion of your Account, this

agreement will be terminated, and you will not be able to use the Service. If you change your mind about deleting your Account, please contact our customer support via Contact means.

## 5. TECHNICAL REQUIREMENTS

GetBlock will make available online necessary technical Documentation at <https://getblock.io/docs/> that describe: (a) GetBlock software made accessible as part of the Services and (b) usage guides for the Services.

## 6. PLATFORM LICENSING AND ACCESS

6.1 The Platform is a software product which provides access to blockchain infrastructure, developer tools, and application programming interfaces (APIs) to Nodes, as more particularly described or identified on our Platform or otherwise in an applicable Request form, and any affiliate campaigns, updates, patches, bug fixes and upgrades.

6.2 Solely for the purpose and on the conditions set out in this Agreement, we hereby grant you a non-exclusive, worldwide, non-transferable, non-sublicensable, and revocable right and license (the "License):

- 1) to access and use the Service and Nodes as hosted and operated by GetBlock, for your internal business purposes in accordance with, and subject to this [Terms of Service](#);
- 2) to access and use the Documentation that GetBlock provides solely for the purposes of supporting the use of the Service;

6.3 The Services and Software are deemed delivered to you upon the provision of access for your benefit.

6.4 User restrictions. In no event, User shall:

- 1) use the Platform in any manner beyond the scope of the rights expressly granted in this Agreement;
- 2) allow anyone other users except authorized by the User to access and use the Platform;
- 3) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any component of the Services, in whole or in part;
- 4) modify, adapt, or create derivative works of the Platform or Documentation;
- 5) make any copies of the Platform or Nodes;
- 6) frame, mirror, sell, resell, distribute, rent or lease use of the Services to any other third party, or otherwise allow any third party to use the Services for any purpose other than for your benefit in accordance with this Agreement, unless otherwise agreed in writing
- 7) remove or modify any proprietary markings or restrictive legends placed on the Platform or Nodes;
- 8) use the Platform or Nodes in violation of any applicable law, rule, or regulation, or in order to build a competitive product or service, or for any purpose not specifically permitted in this

Agreement;

9) use the Services, Documentation, or any other Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license, or sell any product, service or technology that could, directly or indirectly, compete with the Services; or interfere with, or disrupt the integrity or performance of, the Services, or any data or content contained therein or transmitted thereby;

10) use any robot, spider, scraper, or other automated means to access the Platform or Nodes for any purpose without our express written permission, or

11) use the Services to transmit harmful code, file, scripts, agents, or programs, including viruses, worms, time bombs, or Trojan horses; or

12) multiplex or spread usage across multiple accounts or otherwise circumvent usage or capacity of the Platform.

## 7. GETBLOCK PLANS AND SUBSCRIPTION

We provide several plans to our users listed on the Platform and accessible through your Account. You may choose a paid plan that is most suitable for your needs though your Account or option for a subscription when available. The relevant terms, costs, and purchase methods of each plan are specified on the Platform and your Account. The terms and conditions of the subscription plans are set out in the Fees and Payment terms below.

## 8. FEES AND PAYMENT TERMS

**8.1 Fees.** Users may purchase via the Platform any number of supported Nodes to be accessed and managed according to selected plan and set forth in your online checkout. Fees are specified in US Dollars and listed on the Platform and Your Account. Unless expressly provided in this Agreement, all Fees are non-refundable and payable in advance. In limited cases, we can offer the refund for our Service. Please refer to our [Refund Policy](#) and [Service Levels Agreement](#).

**8.2 Subscription terms.** Recurring Payments. Unless otherwise provided in [Subscription Policy](#), at the time of the User's first purchase on the Platform, User will be required to provide valid payment information. By purchasing a subscription, User acknowledges and agrees that each Subscription plan has an initial and recurring payment charge at the then-current per package Fee, and User agrees that GetBlock, or its third-party payment processor, may submit monthly charges to User's chosen payment method without further authorization from User, unless and until User provides written notice (via email or through the Platform) to GetBlock indicating that User wishes to cancel its subscription or change its payment method.

**8.3 Payment Method.** You can make a payment with

- 1) a valid debit/credit card via Paddle Inc. (merchant of record), or
- 2) via services PayPal, Apple Pay via Paddle Inc.(merchant of record), or
- 3) cryptocurrency wallet.

User agrees that GetBlock may keep the payment information on file.

8.4 Invoicing Terms. If User wishes to pay by a direct payment other than indicated in section 8.3, User will provide GetBlock with all the relevant information including a purchase applicable amount. User will promptly notify GetBlock of any changes necessary for payment of an invoice. GetBlock will issue an invoice to User according to the billing frequency stated in the User's account. Invoices to be paid by direct debit are due on the invoice date, all other invoices are due 10 (ten) business days from the invoice date.

8.5 If any invoiced amount is not received by GetBlock by the due date, then without limiting GetBlock's rights or remedies:

- 1) GetBlock may suspend the access to Service , or
- 2) GetBlock may condition future subscription renewals on shorter payment terms.

8.6 **Taxes.** VAT. Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes accessible by any jurisdiction whatsoever (collectively, "Taxes"). User is solely responsible for paying all Taxes associated with the use of Service.

8.7 Suspension for non-payment. In addition to other rights and remedies under this Agreement and at law, GetBlock may suspend User's access to the Platform if we are unable to process any payment due to an expired or invalid payment method or a depleted cryptocurrency wallet. GetBlock will use commercially reasonable efforts to notify User and provide an opportunity to update payment information prior to suspending access.

## 9. THIRD-PARTY WEBSITES

9.1 The Service may contain links to third-party websites or services that are not owned or controlled by GetBlock. GetBlock has no control over and claims no responsibility for the content, privacy procedures and policies, or practices of any third party websites or services.

9.2 The User further acknowledges and agrees that GetBlock will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

9.3 You acknowledge that GetBlock does not provide pre-screening procedures of third-party content, but that GetBlock will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service or deemed objectionable and/or violates this Agreement. We strongly advise you to read the terms of service and privacy policies of any third-party websites or services that you choose to visit.

## 10. INTELLECTUAL PROPERTY AND DATA

10.1 **Proprietary rights.** The Platform, the website and Nodes may contain material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of GetBlock (the "Content"). The trademarks, service marks, and logos used and displayed on the Platform may be registered and/or unregistered trademarks or service marks of GetBlock or its licensors (the "Trademarks").

10.2 The Content and Trademarks are exclusively owned by GetBlock, its licensors or other third parties and protected by local and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

10.3 The User shall not use the Content and the Trademarks except as permitted under this Agreement or with a prior written consent from GetBlock. The User shall not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose.

10.4 **User Data.** The User grants GetBlock a worldwide, nonexclusive, revocable, and limited license to store, copy, transmit, and display User Data and to interoperate with any third-party services as necessary for performance of this Agreement. GetBlock shall not have any right, title, or interest in User Data and shall not sell, transfer, license, or otherwise utilize User Data subject to this limited license.

10.5 **Blockchain Data.** The User may use, display, show, or otherwise use data that is publicly available in blockchain infrastructure, including but not limited to transaction information, addresses, User's performance data, website, or other published sources.

## 11. WARRANTIES

11.1 Warranties by Both Parties. Each party represents and warrants that:

- 1) it has full power and authority to enter into and perform this Agreement;
- 2) it will perform its obligations or exercise its rights in conformance with all applicable laws,

rules, regulations, and guidelines, including, without limitation, those related to privacy and data security.

11.2 GetBlock Warranty. GetBlock represents, warrants and covenants that the Service will include the functionality provided in Documentation to ability according with the Service Level Agreement.

11.3 Service Level Agreement. GetBlock shall host the Platform and Nodes, periodically monitor the Platform and Nodes to optimize performance of the Platform and shall use commercially reasonable efforts to minimize any downtime and to respond to support questions. The Nodes availability and the level of appropriate support services are described in the Service Level Agreement at <https://getblock.io/sla/>.

## **12. DISCLAIMER**

**EXCEPT AS EXPRESSLY SET FORTH, THE PLATFORM, WEBSITE, THEIR COMPONENTS, ANY DOCUMENTATION, AND ANY OTHER MATERIALS PROVIDED BY GETBLOCK HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND NEITHER GETBLOCK NOR ANY OF ITS AFFILIATES, BUSINESS PARTNERS, CONTRACTORS, LICENSORS, CONTENT PROVIDERS (NOT INCLUDING USER), SERVICE PROVIDERS, SHAREHOLDERS, EMPLOYEES, PERSONNEL, OFFICERS, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES (COLLECTIVELY, "REPRESENTATIVES") MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE PLATFORM.**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GETBLOCK HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, ARISING BY A CONTRACT, STATUTE, TORT, OR OTHERWISE IN LAW OR IN EQUITY OR BY CUSTOM OR FROM A COURSE OF DEALING OR USAGE OF TRADE WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUT SUBJECT TO THE REMAINING PROVISIONS OF THIS AGREEMENT, GETBLOCK DOES NOT REPRESENT OR WARRANT THAT:**

- 1) THE PLATFORM WILL MEET USER'S NEEDS OR REQUIREMENTS;**
- 2) THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, CONTINUOUS OR FREE OF DEFECTS, ERRORS OR INACCURACIES AT ALL TIMES;**
- 3) THE FUNCTIONS CONTAINED IN THE PLATFORM WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY USER,**
- 4) THE PLATFORM IS COMPLETELY SECURE OR INVULNERABLE TO CYBER ATTACKS;**
- 5) THE PLATFORM WILL BE SAFE FROM ALL FORMS OF UNAUTHORIZED ACCESS,**



## **MANIPULATION OR INTERFERENCE;**

**6) THE PLATFORM WILL BE AVAILABLE OR ACCESSIBLE UNINTERRUPTEDLY AT ANY GIVEN TIME.**

## **13. INDEMNIFICATION**

**13.1 Indemnification by User.** You will defend GetBlock against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) (the "Claims") and indemnify and hold GetBlock harmless from any damages, costs, fees (including reasonable attorneys' fees), or expenses ("Losses") finally awarded against GetBlock in a non-appealable order or agreed by you in settlement, to the extent arising from (i) User Data, including any Claim that User Data infringes, misappropriates, or otherwise violates any third party's Intellectual Property Rights or privacy or other rights; (ii) your breach of this Agreement or violation of applicable law, rule, or regulation; (iii) your products or services, or any dispute between you and your End Users; (iv) any fraud, misrepresentation, misstatement, or false advertising claims arising from GetBlock's marketing of your products or services as instructed or approved by you.

**13.2 Indemnification by GetBlock.** GetBlock will defend you and hold you harmless from and against any and all Claims alleging that your Use of the Services infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify you and hold you harmless against any Losses finally awarded against you in a non-appealable order or agreed in settlement by GetBlock resulting from such Claim.

**13.3 Exclusions.** GetBlock will not defend you if the underlying third-party Claim arises from:

- 1) your breach of this Agreement, negligence, willful misconduct, or fraud;
- 2) User Data;
- 3) modifications or combinations of the Services with software, data or materials not provided by GetBlock; or
- 4) any use of Services after we have notified you to discontinue such use.

**13.4 Indemnification Procedure.** The indemnification obligations set forth hereby are subject to the indemnified Party:

- 1) promptly notifying the indemnifying Party of the claim, provided, however, that any failure of the indemnified Party to provide prompt written notice shall excuse the indemnifying Party only to the extent that it is prejudiced thereby;
- 2) providing the indemnifying Party, at its sole cost and expense, with reasonable cooperation in the defence of the Claim; and
- 3) providing the indemnifying Party with control over the defence and negotiations for a settlement or compromise of the claim, provided that the indemnifying Party may not make

any admission of liability on behalf of the indemnified Party without the indemnified Party's approval.

## 14. LIMITATION OF LIABILITY.

**14.1 IN NO EVENT WILL GETBLOCK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, DAMAGES AND CLAIMS BASED ON NEGLIGENCE RESULTING FROM LOST DATA, BUSINESS, GOODWILL, OPPORTUNITY COSTS OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SERVICE.**

14.2 GetBlock's aggregate liability and that of its affiliates regarding any matter of this Agreement will not exceed the amount actually paid by the User or payable to GetBlock in the twelve (12) month period preceding the event giving rise to the claim, regardless of the legal or equitable theory on which the claim or liability is based, and whether or not GetBlock was advised of the possibility of such loss or damage.

14.3 The limitation of liability does not apply to liability resulting from GetBlock's gross negligence or willful misconduct or death or bodily injury caused by the Service. The foregoing does not affect any liability which cannot be excluded or limited by applicable law. The limitation of liability does not apply to the User's payment obligations and Parties' indemnification obligations.

## 15. CONFIDENTIALITY

15.1 **Confidential Information.** Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to or learn from the other party (the "Receiving Party") certain information regarding the Disclosing Party's business, including without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information whether disclosed orally, in writing or visually, that is either marked or designated as confidential or is identified in writing as confidential at the time of disclosure or which the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party (the "Confidential Information").

15.2 At all times the Receiving Party will protect and preserve the Confidential Information of the Disclosing Party as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement.

15.3 Confidential Information does not include information that:

- 1) is at the time of disclosure, or later becomes, generally known to the public through no fault of the Receiving Party;
- 2) was known to the the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party;
- 3) is disclosed to the Receiving Party by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligation; or
- 4) is at any time independently developed by the Receiving Party without use of Disclosing Party's Confidential Information as proven by records of the Receiving Party.

15.4 Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose, distribute, disseminate or otherwise make available the Confidential Information to anyone, except those of its employees, directors, attorneys, agents and consultants who: (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less stringent than those in the Agreement.

15.5 **Compelled disclosure.** If the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by its counsel is legally required to be disclosed, and will use its best efforts to insure that confidential treatment will be afforded such disclosed portion of the Confidential Information.

15.6 **Feedback.** During the Term, the User may provide GetBlock with feedback, comments, and suggestions with respect to the Service and Nodes (the "Feedback"). The User hereby agrees that GetBlock will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback in perpetuity without compensation or attribution to the User.

## 16. TERM AND TERMINATION

16.1 **Term.** The Agreement shall commence on the Effective Date thereof and continue in full force and effect until terminated earlier.

16.2 **Termination by You.** If you entered into this Agreement by subscribing through our Platform, you may terminate this Agreement at any time by ceasing to use the Services at the end of your Subscription plan.

16.3 **Termination by GetBlock.** We at our sole discretion may terminate this Agreement by providing a fourteen (14) days' written notice to you and refund a pro-rated amount of any

Fees paid for the remaining portion for the Term.

**16.4 Termination by Breach.** Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. The breach events include but not limited to infringement of intellectual property or privacy rights by third parties, transmittance of a harmful code and any other breach.

**16.5 Effect of Termination.** Upon expiration or termination of this Agreement:

- 1) the rights granted pursuant to 7.2 will terminate; and
- 2) you will return or destroy, at GetBlock's sole option, all GetBlock Confidential Information in your possession or control, including permanent removal of such Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in your possession or under your control, and at our request, certify in writing to GetBlock that the Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted.
- 3) no expiration or termination will affect your obligation to pay all outstanding Fees through the effective date of expiration or termination, or entitle you to any refund.

**16.6 Survival.** The following provisions will survive termination of this Agreement: Section 1 ("Definitions"), Section 17.5 ("Effect of Termination"), this Section 17.6 ("Survival"), Section 11 ("Intellectual Property"), Section 16 ("Confidentiality; Feedback"), Section 12 ("Representations and Warranties), Section 13 ("Disclaimer"), Section 15 ("Limitation of Liability"), Section 14 ("Indemnification"), Section 18 ("Governing Law and Dispute Resolution") and Section 19 ("General").

## 17. LAW AND JURISDICTION

**17.1 Law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales without regard to its conflict of law principle.

**17.2 Dispute Resolution.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## 18. GENERAL

**18.1 Assignment.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party; provided, however, that a Party may, upon written notice to the other Party and without the consent of the other Party, assign or otherwise transfer this Agreement in connection with a change of corporate control (whether by merger, acquisition, sale of equity interests, sale of all or substantially all assets, or otherwise). Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

**18.2 Waiver.** No failure or delay by either Party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

**18.3 Independent Contractors.** The Parties hereto are acting as independent contractors. Neither Party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other Party for any purpose, and neither Party will have any right, power, or authority to obligate the other Party.

**18.4 Severability.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement will remain in full force and effect. Any provision of this Agreement, which is unenforceable in any jurisdiction, will be ineffective only as to that jurisdiction, and only to the extent of such unenforceability, without invalidating the remaining provisions hereof.

**18.5 Force Majeure.** Except for User's obligations to pay any Fees and other amounts due, neither Party will be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third-party services, or malware attacks or hackers.

**18.6 No Third-Party Beneficiaries.** No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Third Party

**18.7 Changes to Agreement.** GetBlock may modify this Agreement from time to time. Any changes will be posted on our website and the Agreement will indicate the date it was last updated. The changes will become effective immediately after posting. By continuing to use the Service you are deemed to have accepted any updated terms. If you do not agree to the updated terms you must notify us and discontinue using the Service.

## 19. SUPPORT

We provide 24/7 live support via online chat on the Platform. Please address all your inquiries to our Support team first. It is forbidden to use obscene language, words, and/or expressions of an obscene, offensive nature, threats, or actions in the Support chat or the communication with GetBlock representatives.

## 20. CONTACT DETAILS

GetBlock LLC

Smiljanićeva 6, Vračar Belgrade, 11118, Serbia

For legal requests and requests regarding your personal data:

For fraud reports:

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[Previous version before 19 March 2024](#)

[Previous version before 15 April 2024](#)

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Product	Chains	Explorers	Company	Partnerships	Legal Documents
Shared Nodes	Ethereum	Blockchain Explorer	About	Marketplace	Terms of Service
Dedicated Nodes	BNB Smart Chain	Documentation	Blog	Media Kit	Privacy Policy
Node Cluster	Polygon	Partners	Contact	Affiliate Program	Cookie Policy
Tracker	Solana	<b>For Developers</b>	Careers	Ambassadors Program	Subscription Policy
Pricing	Base		FAQ	Near startup program	Affiliate Policy
Enterprise Solutions	Arbitrum				Ambassadors policy
Faucets	Tron	Documentation			
SLA	Avalanche	Nodes Methods			
	Optimism	Get Started			
		Guides			
		Status			



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