

Subsquid - terms of service

These Terms of Service (“**Terms**”) govern your access to and use of the web3 Subsquid test-net indexing protocol (<https://app.subsquid.io>), the affiliated applications, information, and other services that link to these Terms (collectively, the “**Services**”).

By using the Services you agree to be bound by these Terms. If you do not want to agree to these Terms, you must not access or use the Services.

We may revise these Terms from time to time at our discretion. The changes will not be retroactive, and the most current version of the Terms, which will always be at <https://app.devsquid.net/static/terms.pdf>, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of any changes to these Terms that impact the rights or obligations of any party to these Terms, for example via our website or other communication channels. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

1. What You Need to Know

We will provide you with the necessary information to build your own Squids, but the construction, use and deployment of the Squids is your sole responsibility.

2. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction.

In any case, you represent and warrant that (i) you have the legal capacity to form a binding contract with us under the applicable law; (ii) you will not use the Services if the laws, regulations, including financial market laws, export control laws, or other laws of your countries of residency and/or citizenship prohibit you from doing so in accordance with these Terms; (iii) you may not use, or encourage, instigate, promote, facilitate, or instruct others to use, the Services for any illegal, harmful, fraudulent, or infringing use; (iv) you are not subject to personal sanctions issued by the UN, US, EU or Switzerland; and (v) you are not accessing the Services from one of the countries embargoed or restricted by the Swiss State Secretariat for Economic Affairs (SECO).

If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

3. Privacy

Our Privacy Policy <https://app.devsquid.net/static/terms.pdf> describes how we handle the information you provide to us when you use our Services. You understand that the collection, processing, and use of such information by us and our affiliates (as outlined in the Privacy Policy), including the transfer of the information to other countries, is required to perform the Services.

4. Using the Services

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use at our sole discretion at any time. We may suspend or terminate users, and reclaim trading tools without liability to you.

You agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services. We also reserve the right to access, read, preserve, and disclose any information that you have provided in connection with the Services as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of us, our users and the public. We do not disclose personally-identifying information to third parties except according to our Privacy Policy.

5. We are Currently in Test-Phase

The Services are currently in a test phase and not all features are enabled. Due to the nature of testing, features may be changed, extended, or removed. You acknowledge that in particular, but not exclusively (see below) in the test phase, the risks for errors, inaccuracies failures, corruption or loss of data, is very high. You agree that we are not responsible for any costs, expenses, or other liabilities you may incur as a result of your testing, and that also during the test phase, our liability, and that of our parent(s), affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors, is limited to the maximum extent permissible in your country of residence.

All digital assets available on the Services serve only for test purposes, have no real value and do not represent any right, title, claim or interest in any SDQ tokens.

6. Fees we may charge

We expressly reserve the right to charge fees for the use of all or specific functions of the Services (including additional functionalities added at a later stage), now or in the future and as set out in connection with the respective service (see fees and payment terms when accessing a fee-based service). Some features of the Services may require the possibility of automated fee collection (direct debit) through APIs, which require the use of supported third-party solutions (e.g. payment service providers such as credit card companies). By using any of the supported third-party solutions for automated collection, you acknowledge that such solutions are not offered by us, they are governed by separate terms and conditions, we do not have control, and we are not responsible for any costs, expenses, other liabilities, damages or losses you may incur as a result of using such solutions. The support of a specific solution is neither a recommendation nor a guarantee or warranty for such a solution.

7. Information and Content Available

We do not guarantee that the Services are free from defects, errors, bugs, and security vulnerabilities or that it will be available at any time. The access to and use of the Services is made at your own risk. You understand and agree that the Services are provided on an “as is” and “as available” basis and that we expressly disclaim all warranties or conditions of any kind, whether express, implied, statutory or otherwise. Without limiting the aforementioned, we give no assurance that the Services functionalities will satisfy your requirements, provide the intended results, be compatible with other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or that any errors or defects can be fixed.

The Services include information and content from us as well as from independent third parties. Any use or reliance on any information or content available via the Services – whether provided by us or by third-parties – obtained by you through the Services is at your own risk and you acknowledge that we exclude all liability to the extent permitted by applicable law. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any information and content made available via the Services.

8. Your Right to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable, and non-exclusive right to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms.

Nothing in the Terms gives you a right to use our name or any of our logos, domain names, other distinctive brand features, and other proprietary rights. All right, title and interest in and to the Services are and will remain the exclusive property of us and our licensors.

We appreciate and encourage you to provide feedback, comments, or suggestions to the Services. Any feedback, comments, or suggestions you may provide regarding us or the Services is

entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

9. Ending These Terms

You may end your legal agreement with us at any time by discontinuing your use of the Services.

We may suspend or terminate your access or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you through the Services the next time you attempt to access the Services, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: sections 3, 4, 10 and 11.

10. Limitations, Release, and Indemnification

By using the Services you agree that our liability, and that of our parent(s), affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors, is limited to the maximum extent permissible in your country of residence.

If you have a dispute with one or more users of the Services (including, but not limited to users that published Third-Party Offerings), you agree to release us from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of these Terms, provided that we (i) promptly give you written notice of the claim, demand, suit or proceeding; (ii) give you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases us of all liability); and (iii) provide to you all reasonable assistance, at your expense.

To the fullest extent permitted by applicable law, you waive the right to participate in a class action lawsuit or a class-wide arbitration against us and our parent(s), affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors.

11. General

All taxes levied or imposed now or in the future by any tax authority in relation to these Terms shall be borne by the party which is liable to pay the tax according to applicable legislation.

These Terms contain the entire agreement between you and us regarding the subject matter hereof and supersedes all understandings and agreements whether written or oral. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

You may not assign any of your rights (*Zession*) or delegate any of your obligations (*Schuldübernahme*) under these Terms. We may assign at any given point in time any of our rights or delegate or subcontract any of our obligations under these Terms to any affiliated entities (an entity or individual that controls, is controlled by, or is under common control with, the first entity, and “control” means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise), provided that such assignment is not prohibited by applicable law. Any purported assignment or delegation or subcontracting in violation of this section is null and void.

These Terms are governed by the laws of Switzerland. The United Nations Convention on the International Sale of Goods shall not apply. Any disputes arising under or in connection with these Terms are subject to the exclusive jurisdiction of the courts of the city of Zug.

If you have any questions about these Terms, please contact contact@subsquid.io.

Effective: 21 September 2023