

# NODE101 TECHNOLOGY INC

## *RPC SERVICES DISTANCE SALES AGREEMENT*

### 1. PARTIES

#### 1.1. Service Provider

**Trade Name:** Node101 Teknoloji Anonim Şirketi ("Node101" or the "Service Provider")

**Address:** Levent Mah. Karanfil Sok. No:13 Beşiktaş / İstanbul

**MERSIS No:** 0631205545100001

**Tax Office / Tax No:** 6312055451

**Email:** sales@node101.io

**Phone:**

**Website:** node101.io

#### 1.2. Buyer

**Name Surname / Trade Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Turkish ID No / Tax No:** \_\_\_\_\_

Node101 and the Buyer shall each be referred to separately as a "Party" and together as the "Parties".

### 2. SUBJECT AND SCOPE OF THE AGREEMENT

2.1. The subject of this Distance Sales Agreement (the "Agreement") is the electronic sale and performance of the RPC (Remote Procedure Call) infrastructure and access service (the "Service") offered by Node101 to the Buyer through the website (the "Site"), and the determination of the mutual rights and obligations of the Parties.

2.2. The Service covers access to the RPC/API infrastructure offered by Node101 for the purpose of providing access to the blockchain network or networks supported within the scope of the package selected by the Buyer.



2.3. Depending on the purchased package, the Service may include one or more of RPC endpoint access, API access, node infrastructure, load balancing, system monitoring, automatic alert systems, maintenance, updates, and technical support services.

2.4. The scope of the Service purchased by the Buyer, supported networks, usage limits, subscription period, service level, and other technical specifications are limited to the package features specified on the Site on the order date.

2.5. The conditions regarding availability, performance, planned maintenance, support, and service credits for the Service are regulated under the Service Level Commitments ("SLA") published on the Site, which constitute an integral part of this Agreement.

### 3. ORDER AND SERVICE INFORMATION

The Service subject to the Buyer's order is as follows:

|                       |                  |
|-----------------------|------------------|
| Service / Package     | _____            |
| Supported Network(s)  | _____            |
| Subscription Period   | Monthly / Annual |
| Usage / Request Limit | _____            |
| Service Level         | %__ uptime       |
| Technical Support     | _____            |
| Service Fee           | _____            |
| Taxes                 | _____            |
| Total Amount          | _____            |
| Payment Method        | _____            |

### 4. ESTABLISHMENT OF THE AGREEMENT AND ACTIVATION OF THE SERVICE

4.1. This Agreement is established when the Buyer approves the Preliminary Information Form and this Agreement electronically and completes the order that creates a payment obligation.

4.2. The Service is activated after successful completion of payment and, where necessary, completion of technical or security checks regarding the Buyer account.

4.3. Upon activation of the Service, Node101 provides the Buyer with the relevant RPC endpoint, API key, access information, and/or other technical information regarding use of the Service.

4.4. The Buyer is responsible for ensuring the security of the access information, API keys, passwords, and other authentication tools provided to the Buyer.

### 5. SERVICE FEE AND PAYMENT

5.1. The Buyer is obliged to pay the total Service fee shown to the Buyer during the order process in return for the Service.



5.2. Taxes and other financial obligations that must be applied pursuant to applicable legislation regarding the Service fee are separately shown on the payment screen.

5.3. If the Service is offered under a monthly or annual subscription model, the Service fee is collected according to the billing period selected by the Buyer.

5.4. If payment cannot be made for any reason, is reversed, cancelled, or rejected by the payment provider, Node101 has the right not to activate the Service or to suspend the existing Service until payment is completed.

## **6. SUBSCRIPTION, RENEWAL, AND TERMINATION**

6.1. If the Service is purchased under a subscription model, the subscription will be valid for the monthly or annual period specified during the order process.

6.2. In packages where automatic renewal is preferred by the Buyer, the subscription is renewed for the selected subscription period unless cancelled by the Buyer before the relevant renewal date.

6.3. The Buyer may cancel the subscription through the user account on the Site or via the email address \_\_\_\_\_.

6.4. Unless otherwise specified on the Site or in the relevant package terms, cancellation takes effect at the end of the current paid subscription period. The Buyer may continue to use the Service until that date.

6.5. Node101 may change the fees applicable to the renewed subscription period. For existing subscriptions, fee changes are notified to the Buyer before the renewal date where required by the relevant legislation.

## **7. USE OF THE SERVICE**

7.1. Node101 grants the Buyer a limited, non-exclusive, non-transferable, and non-sublicensable right of use solely to use the Service within the scope of this Agreement and the purchased package.

7.2. The Buyer:

- a) may not use the Service for unlawful purposes,
- b) may not share the API keys or access information provided to the Buyer with unauthorized third parties,
- c) unless expressly permitted under the purchased package, may not resell, lease, sublicense, or provide the Service to third parties as an independent RPC service,
- d) may not use the Service in a manner that damages the Service, the infrastructure, or other users' access, or creates an unreasonable load,
- e) may not attempt to bypass, disable, or render ineffective technical or security restrictions,



f) may not engage in unlawful reverse engineering, copying, or modification of Node101's Services, APIs, documentation, or other software components.

7.3. If the Buyer exceeds request, rate, traffic, or other usage limits relating to the purchased package, Node101 may limit access, temporarily stop the relevant requests, or offer the Buyer the opportunity to switch to a higher service package.

## **8. SERVICE LEVEL AND MAINTENANCE**

8.1. Node101 will provide the Service in accordance with the availability and service levels specified under the SLA applicable to the purchased package.

8.2. The uptime calculation method, planned maintenance periods, excluded outages, support levels, incident response times, and applicable service credits are regulated in the SLA.

8.3. Where a service credit is provided under the SLA, the relevant service credit is the remedy method applicable to the service level claim arising from the SLA breach. Rights arising from consumer legislation that cannot be limited by contract are reserved.

8.4. Node101 may carry out maintenance and update work for the purpose of ensuring the security, continuity, or improvement of the Service. Planned maintenance work is carried out in accordance with the principles specified in the SLA.

## **9. THIRD-PARTY AND BLOCKCHAIN INFRASTRUCTURE**

9.1. The Buyer acknowledges that the Service may depend on the operation of third-party telecommunications, internet, data center, cloud services, open-source software, and blockchain networks that are not under Node101's control.

9.2. Node101 is responsible only for the operation of the RPC infrastructure under its own control.

9.3. Node101 is not responsible for outages or performance issues that occur due to the following and are not attributable to Node101:

- a) the relevant blockchain network stopping, slowing down, undergoing reorganization, forking, or experiencing a protocol change,
- b) outages arising from third-party internet, telecommunications, data center, or infrastructure providers,
- c) issues arising from the Buyer's own software, hardware, system, or internet connection,
- d) the Buyer's incorrect use of the API or use contrary to technical documentation.

9.4. Node101 is not the producer or owner of data on the blockchain. The Service provides technical access to data available on the relevant blockchain network. Node101 does not



provide any separate warranty regarding the accuracy, legal validity, or fitness for a particular purpose of data on the blockchain.

## 10. SUSPENSION OF THE SERVICE

10.1. Node101 may fully or partially suspend access to the Service in the following cases:

- a) the Buyer uses the Service in violation of this Agreement,
- b) a situation arises that threatens the security of the Service or Node101 infrastructure,
- c) there is reasonable suspicion that the API key or Buyer account is being used without authorization,
- d) the Service fee is not paid,
- e) limitation of access is required pursuant to applicable legislation or a decision of a competent authority.

10.2. Except in cases requiring urgent security intervention, Node101 informs the Buyer about suspension to the extent permitted by the circumstances.

10.3. If the reason for suspension ceases to exist, Node101 restores access to the Service as soon as technically and legally possible.

## 11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

11.1. Intellectual and industrial property rights over the Service, RPC/API infrastructure, software, interfaces, technical documentation, database structures, designs, trademarks, trade names, and other materials developed or used by Node101 belong to Node101 and/or the relevant rights holders.

11.2. This Agreement does not result in the transfer of any intellectual or industrial property right to the Buyer.

11.3. The Buyer is granted only the limited right of use necessary to benefit from the Service within the scope of the Agreement and the purchased package.

11.4. Open-source software used within the scope of the Service remains subject to the relevant open-source license terms.

## 12. LIMITATION OF LIABILITY

12.1. Node101 is obliged to provide the Service within the scope of this Agreement and the applicable SLA.



12.2. Node101 is not responsible for outages, data loss, delays, or other damages arising from the Buyer's own systems, third-party infrastructures, supported blockchain networks, or events outside Node101's reasonable control.

12.3. Node101 does not warrant that the Service will enable the Buyer to achieve any specific commercial, technical, investment, or other result.

12.4. The Service only provides technical access to blockchain infrastructure, and Node101 does not provide investment advisory, financial advisory, price information, market evaluation, or transaction execution services on behalf of the Buyer.

12.5. Mandatory provisions of legislation and Node101's liability arising from intent or gross negligence are reserved.

12.6. No limitation of liability in this Agreement may be interpreted, if the Buyer has consumer status, in a manner that limits rights that cannot be limited or waived by contract under Turkish Law No. 6502 and the relevant legislation.

### **13. RIGHT OF WITHDRAWAL**

13.1. If the Buyer has consumer status under Turkish Law No. 6502 on the Protection of Consumers, the Buyer has the right to withdraw from the Agreement within fourteen (14) days from the date on which the Agreement is established, without giving any reason and without paying any penalty, without prejudice to the exceptions set forth in the relevant legislation.

13.2. The withdrawal notification may be sent within the withdrawal period to the email address [sales@node101.io](mailto:sales@node101.io) or to one of the other contact channels specified by Node101 on the Site.

13.3. If the right of withdrawal is exercised duly, the amounts collected from the Buyer are refunded to the Buyer within the period and by the method prescribed under applicable legislation.

### **14. EXCEPTIONS TO THE RIGHT OF WITHDRAWAL**

14.1. The Buyer may not benefit from the right of withdrawal in transactions for which the right of withdrawal cannot be exercised under the Regulation on Distance Contracts.

14.2. Contracts relating to services performed instantly in electronic environment are among the exceptions to the right of withdrawal under the relevant legislation.

14.3. If the Buyer requests during the order process that the Service be activated immediately after completion of the payment transaction, Node101 may begin performance of the Service.

14.4. Where separate information, approval, or request must be obtained pursuant to legislation for the exception to the right of withdrawal to apply, Node101 obtains the relevant approval or request electronically during the order process.

### **15. TERMINATION OF THE AGREEMENT**



15.1. If the Buyer materially breaches this Agreement and the breach is remediable in nature but is not remedied within the reasonable period given by Node101, Node101 may terminate the Agreement.

15.2. In the event of unlawful use, fraud, activities seriously threatening service or infrastructure security, or a decision of a competent authority, Node101 may terminate the Agreement immediately.

15.3. Upon termination of the Agreement, the Buyer's right to access the Service ends, and API keys and other access information may be disabled.

15.4. Termination of the Agreement does not eliminate payment and other obligations that arose before the termination date.

## **16. PROTECTION OF PERSONAL DATA**

16.1. Node101 processes personal data obtained within the scope of providing the Service and performing this Agreement in accordance with Turkish Law No. 6698 on the Protection of Personal Data and the relevant legislation.

16.2. Detailed information regarding the processing of personal data is provided to the Buyer within the scope of the KVKK Privacy Notice and Privacy Policy published on the Site.

## **17. PRELIMINARY INFORMATION**

17.1. The Buyer acknowledges that, before entering into this Agreement, the Buyer was informed through the Preliminary Information Form about the essential characteristics of the Service, the Service Provider's information, the total Service fee, payment and performance terms, subscription terms, SLA, right of withdrawal, and applicable exceptions to the right of withdrawal.

17.2. The Preliminary Information Form, this Agreement, and the order summary are made available to the Buyer electronically.

## **18. RESOLUTION OF DISPUTES**

18.1. If the Buyer has consumer status, Consumer Arbitration Committees and Consumer Courts at the Buyer's place of residence or the place where the consumer transaction was carried out are authorized for disputes arising from this Agreement within the monetary limits prescribed under applicable legislation. Jurisdiction and duty rules arising from mandatory provisions of law are reserved.

18.2. If the Buyer does not have consumer status, Turkish Law applies to the resolution of disputes between the Parties, and Istanbul (Çağlayan) Courts and Enforcement Offices are authorized.

## **19. EFFECTIVE DATE**

19.1. This Agreement enters into force when the Buyer electronically approves the Agreement and places the order that creates a payment obligation.



19.2. Before completing the order, the Buyer acknowledges that the Buyer was able to read this Agreement in full, access the Agreement electronically, and approve the Agreement.

**Agreement Date:** \_\_\_\_\_

**Order No:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

