

NODE101 TECHNOLOGY INC

WEBSITE AND RPC SERVICES TERMS OF USE

1. SUBJECT AND SCOPE

1.1. These Website and RPC Services Terms of Use ("**Terms of Use**"), issued by Node101 Teknoloji Anonim Şirketi ("**Node101**"), govern the general terms and conditions regarding use of the website operated at <https://node101.io> (the "**Site**") and the RPC (Remote Procedure Call), API, and related infrastructure services offered through the Site ("**Services**").

1.2. Any natural or legal person ("**User**") who accesses the Site, creates an account on the Site, or benefits from the Services in any way accepts that they are subject to these Terms of Use.

1.3. If the User purchases the Services for a fee, the Distance Sales Agreement, Preliminary Information Form, terms regarding the purchased package, and applicable Service Level Commitments ("**SLA**") apply separately to the relevant order.

1.4. If there is a conflict between these Terms of Use and the Distance Sales Agreement relating to a specific order of the User, the provisions of the Distance Sales Agreement apply to the relevant order. With respect to service levels, the SLA provisions have priority.

2. SERVICES

2.1. Node101 provides the User with access to RPC/API infrastructure in order to enable access to supported blockchain networks.

2.2. Depending on the purchased package, the Services 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.

2.3. The scope of the Service to be provided to the User, the supported blockchain network(s), usage limits, availability rates, and other technical specifications are determined by the package selected by the User and the applicable SLA.

2.4. Node101 may make updates, improvements, and technical changes to the Services in order to ensure the security and performance of the Services and their adaptation to technological developments. Changes that materially affect the essential characteristics of the Service purchased by the User are notified to the User within the framework of applicable legislation and contractual provisions.

3. ACCOUNT AND ACCESS SECURITY

3.1. The User may be required to create a user account in order to benefit from all or part of the Services.

3.2. The User is responsible for ensuring that the information provided when creating an account is accurate, current, and complete.



3.3. The User is obliged to ensure the confidentiality and security of the username, password, API key, token, endpoint, authentication information, and other access tools allocated to the User.

3.4. If the User learns that access information has been used without authorization or obtained by third parties, the User promptly informs Node101 and cancels or renews the relevant access information.

3.5. Node101 is not responsible for unauthorized use arising from the User's failure, due to the User's own fault, to ensure the security of access information.

4. RIGHT OF USE

4.1. Node101 grants the User a limited, non-exclusive, non-transferable, and non-sublicensable right of use during the relevant subscription or Service period so that the User may benefit from the Services within the scope of these Terms of Use and the purchased package.

4.2. The User may use the Services only within the scope of their own activities and for lawful purposes.

4.3. Unless Node101's prior written approval or an express authorization under the relevant package exists, the User may not resell, lease, sublicense, or provide the Services to third parties as an independent RPC/API service.

4.4. If the User's employees, contractors, or technical service providers access the Services on behalf of the User, the User is responsible for ensuring that such persons act in accordance with these Terms of Use.

5. ACCEPTABLE USE

5.1. The User is obliged to use the Services in accordance with applicable legislation, these Terms of Use, technical documentation, and the usage limits relating to the purchased package.

5.2. In particular, the User:

- a) may not use the Services for the purpose of carrying out or facilitating unlawful activities;
- b) may not attempt to gain unauthorized access to the systems of Node101 or third parties;
- c) may not attempt to bypass, disable, or render ineffective security, authentication, rate limit, access, or other technical restrictions;
- d) may not impose an unreasonable system load on the Services or a load exceeding ordinary usage limits;
- e) may not engage in activities that adversely affect the integrity or performance of the Services or other users' ability to benefit from the Services;



f) may not transmit malware, malicious code, or other content that may threaten the security of the Services through the Services;

g) may not engage in unlawful reverse engineering, decompilation, copying, or modification of Node101's Services, APIs, or software components;

h) may not use the Services in a manner that infringes the intellectual property, personal data, privacy, or other rights of third parties.

6. TECHNICAL AND OPERATIONAL OBLIGATIONS REGARDING USE OF THE RPC INFRASTRUCTURE

6.1. The User acknowledges that RPC services are a technical middleware layer that provides access to distributed ledger and blockchain infrastructures, and that Node101 is not the operator, administrator, or controller of the relevant blockchain network.

6.2. The User is responsible for establishing the technical architecture suitable for its intended use and risk level, and for integrating the Services with its own systems in a secure and resilient manner.

6.3. Particularly in financial services, crypto asset services, custody services, wallet services, payment services, transaction execution systems, and similar critical systems or systems requiring high availability, the User is obliged to establish adequate redundancy, failover, and business continuity mechanisms so as not to create dependency on a single RPC service provider.

6.4. In critical and production-level uses, in order to reduce the risks of outage and data inconsistency arising from a single service provider, Node101 recommends that the User receive service from **at least three (3) independent RPC service providers, including Node101**, and configure its systems so that they can switch between providers.

If the legislation, information systems regulations, internal control, or business continuity policies to which the User's activity is subject require a higher redundancy standard, determining and implementing the relevant standards is exclusively the User's responsibility.

6.5. Depending on the nature of its activity, the User is obliged to take reasonable technical measures to ensure its own business continuity by using:

- a) alternative RPC endpoints,
- b) automatic or manual failover mechanisms,
- c) system and endpoint health-check mechanisms,
- d) transaction and request monitoring,
- e) error and outage notification mechanisms,
- f) data verification from multiple independent sources where necessary.



6.6. The User acknowledges that blockchain data may temporarily differ at different times or across different node/RPC providers, particularly due to reorganization, forks, network latency, node synchronization differences, and mempool differences.

6.7. The User is obliged to implement verification and security mechanisms appropriate for its own use case with respect to transaction submission, balance verification, transaction finality, nonce management, block verification, and other critical operations.

6.8. Receipt of data provided by Node101 via RPC does not mean that the relevant transaction has become final, irreversible, or has produced a final legal or technical result on the relevant blockchain. The User is obliged to take into account the finality and confirmation mechanisms of the relevant blockchain.

7. REGULATORY COMPLIANCE AND USER RESPONSIBILITY

7.1. The User is exclusively responsible for compliance of its own activities connected with use of the Services with all legislation, licenses, permits, authorizations, and regulatory requirements to which such activities are subject.

7.2. Provision of the Services by Node101 does not constitute a representation, warranty, or approval that any activity carried out or supported by the User through the Services is lawful or compliant with regulatory requirements.

7.3. If the User is a crypto asset service provider, financial institution, payment service provider, or other regulated entity, the User is responsible for determining and fulfilling applicable information systems, business continuity, redundancy, cybersecurity, outsourcing, record-keeping, and audit obligations relating to its own activity.

7.4. The User may not use the Services in a manner that violates sanctions, prevention of laundering proceeds of crime, prevention of financing of terrorism, or other applicable legislation.

7.5. If required by applicable legislation or by a competent administrative, judicial, or regulatory authority, Node101 may request reasonable information and documents from the User regarding identity, company, activity, or the purpose of use of the Services.

8. BLOCKCHAIN DATA AND THIRD-PARTY INFRASTRUCTURE

8.1. Node101 is only a service provider that provides technical access to blockchain infrastructure. Node101 is not the producer, owner, or controller of data created or stored on supported blockchain networks.

8.2. Node101 does not provide any separate warranty regarding the accuracy, legal validity, fitness for a particular purpose, or immutability of data on the relevant blockchain, without prejudice to obligations arising from mandatory legislation.



8.3. Operation of the Services may depend on the operation of the relevant blockchain network, internet and telecommunications infrastructure, data center, cloud services, open-source software, and other third-party infrastructures.

8.4. Outages, delays, or performance issues arising from these systems that are outside Node101's reasonable control and not attributable to Node101 are not considered a breach of the Services by Node101.

9. SERVICE LEVEL, MAINTENANCE, AND UPDATES

9.1. Applicable availability rates, performance criteria, planned maintenance periods, support levels, incident response times, and service credits for paid Services are regulated under the relevant SLA.

9.2. Node101 may carry out system maintenance, security updates, software updates, and other technical work for the purpose of ensuring the security, continuity, and improvement of the Services.

9.3. Except for emergency security updates and events outside Node101's control, planned maintenance work that may materially affect the Services is notified to the User in accordance with the procedure set forth in the SLA.

10. SUSPENSION OF SERVICES AND LIMITATION OF ACCESS

10.1. Node101 may fully or partially limit or suspend the User's access to the Services if:

- a) the User breaches these Terms of Use,
- b) there is reasonable suspicion that the User is using the Services unlawfully,
- c) it is necessary to protect the security of the Services, Node101 infrastructure, or third parties,
- d) there is reasonable suspicion that the API key or User account is being used without authorization,
- e) the User continuously or seriously exceeds the usage or rate limits relating to the purchased package,
- f) the Service fee is not paid, or
- g) it is required pursuant to applicable legislation or a decision of a competent authority.

10.2. Except in cases requiring urgent intervention, Node101 informs the User about limitation or suspension of access to the extent permitted by the circumstances.

10.3. If the reason for suspension ceases to exist, access to the Services is restored within a reasonable period.



11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

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

11.2. These Terms of Use do not result in the transfer of any intellectual or industrial property right to the User.

11.3. Open-source software used within the scope of the Services remains subject to the terms of the relevant open-source licenses.

12. WARRANTIES AND LIMITATION OF LIABILITY

12.1. Node101 takes reasonable technical and operational measures to provide the Services in accordance with professional standards and, with respect to paid Services, the applicable SLA.

12.2. Node101 does not warrant that the Services will operate under all circumstances and without interruption, or that supported blockchain networks will operate uninterruptedly, error-free, or immutably.

12.3. Node101's liability is limited to operation of the infrastructure under its own control. Node101 is not responsible for issues arising from the User's systems, third-party service providers, telecommunications infrastructure, internet access, supported blockchain networks, or other systems outside Node101's reasonable control.

12.4. Without prejudice to mandatory provisions of legislation, Node101 cannot be held responsible for damages arising from or increased due to the User's failure to take necessary redundancy, failover, data verification, security, or business continuity measures.

12.5. The Services provide only technical access to blockchain infrastructure. Node101 does not provide investment advisory, financial advisory, custody, crypto asset trading, order execution, or transaction execution services on behalf of the User.

12.6. Node101's liability arising from intent or gross negligence and cases of liability that cannot be limited under applicable legislation are not affected by the limitations under this article.

12.7. If the User has consumer status, no provision in these Terms of Use may be interpreted in a manner that limits rights that cannot be waived or restricted by contract under consumer legislation.

13. PERSONAL DATA AND CONFIDENTIALITY

13.1. Node101 processes personal data obtained within the scope of the Site and the Services in accordance with Turkish Law No. 6698 on the Protection of Personal Data and the relevant legislation.



13.2. Detailed information regarding the processing of personal data is regulated in the KVKK Privacy Notice published on the Site.

13.3. Information regarding the use of cookies and similar technologies is provided to the User within the scope of the Cookie Policy published on the Site.

14. AMENDMENT OF THE TERMS OF USE

14.1. Node101 may amend these Terms of Use due to changes in legislation, technological developments, security requirements, or changes occurring in the Services.

14.2. Changes that materially affect the User's rights and obligations relating to an existing paid subscription are notified to the User before taking effect where required by applicable legislation.

15. APPLICABLE LAW AND DISPUTES

15.1. These Terms of Use are governed by Turkish Law.

15.2. If the User has consumer status, provisions on jurisdiction and venue arising from consumer legislation are reserved.

15.3. In cases where the User does not have consumer status, Istanbul (Çağlayan) Courts and Enforcement Offices are authorized for the resolution of disputes arising from these Terms of Use.

16. EFFECTIVE DATE

16.1. These Terms of Use entered into force on 17.08.2026.

16.2. By creating an account on the Site, starting to use the Services, or giving the relevant electronic approval, the User becomes subject to these Terms of Use.

