

MOIPOD SOFTWARE SUITE

TERMS OF SERVICE

Last updated May 03, 2022

These terms of service (“Terms”) set forth the agreement (“Agreement”) between you, an individual user or site visitor, whether personally or on behalf of an entity (“*user*,” “*you*,” “*your*”), Sarva Labs Inc., a company incorporated in Delaware, United States of America (“Company”), and the MOI Foundation, a foundation to be duly incorporated in Zug, Switzerland (the “*Foundation*”, “*we*”, “*us*” or “*our*”) concerning use of the Company’s MOI Pod Software Suite (collectively referred as the “**Software**”). Currently, the Company has developed the Software, and allows the users to maintain and operate the Indus Testnet as its protocol or blockchain (the “**Network**”) and ecosystem. The Company has been informally commissioned by the Foundation for the development of the Software. For the avoidance of doubt, the Foundation does not control the Network and cannot control activity and data on the Network, the activities of persons who develop and use applications on the Network, the validation of transactions on, or use of, the Network. The Network is an open-source protocol that is maintained and processed by validators across the globe.

MOI Pod is a validator software suite, comprising of multiple software products, which will be used by multiple users on their respective hardware in order to maintain a blockchain test network (each such user running the Software shall be referred as a “node” individually and “nodes” collectively. The Software and the blockchain/protocol have been developed by the Company under the instructions of the Foundation. All the rights in the Software and in the protocol shall at all times vest with the Foundation, and the Foundation shall be the owner of the Software. However, since the Foundation is presently in the process of being set up, the ecosystem of the Software and the Network will be run by the Company.

The users who run this validator software may be entitled to MOI tokens, a utility token, from the Foundation in the future, which may be redeemed at the time of token generation event during main network launch, or any other such event. However, the entitled tokens may be reduced if the performance of the User/ Node is not up to the mark, including uptime and good standing behaviour. Further, under no circumstances shall any of the nodes running the Software on the Network claim redemption of the tokens from the Company

Each Node on the Network, including test network, ensures provenance is secured on the Network. Additionally, each node can provide two more additional services: - (i) **Storage service**- storing end-user and application-specific files in encrypted format redundantly across multiple nodes in the Network; and (ii) **Compute service** – Execute complex instructions off-chain among multiple nodes in a Worker / Actor based model in the network

By use of the Software, you agree and assent to the following:

1. In order to use the Software, you must be at least eighteen (18) years of age or be legally competent to enter into contractual obligations as per the law in your country of residence, at the time of registering and registering on the Network and using the Software, you confirm that you have read and understood the Terms of Service and agree to bound by them, failing which you will not be permitted to use the Software and/or access the Network.
2. If you are representing a company/firm/organisation, then you agree that you are authorised to bind the said company/firm/organisation to the Terms set forth hereunder. If you use the Software on behalf of another person or entity, (a) all references to “you” throughout the Agreement will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person’s or entity’s behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

3. By using the Network and/or Software, you accept and shall be bound by the terms and conditions of this Agreement, our [Privacy Policy](#), along with any other policies, terms and conditions of the Foundation, at all times, failing which the Foundation reserves the right to terminate your account in case of any violation of this Agreement or any other policy of the Foundation, or of any applicable laws and rules in the respective jurisdiction where you are based.
4. The Foundation may make changes, add supplemental terms, conditions or documents that may be posted on its platform from time to time, and the same are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to this Agreement, and the Software, at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of the Agreement, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review the Agreement to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Agreement by your continued use of the Software after the date such revised Agreement is posted.
5. The Foundation reserves the right to introduce new features, characteristics and any other changes to the Software, for which there may be different or additional terms introduced thereof, and in case there is any conflict between the existing terms hereunder, and the additional terms, the additional features shall prevail with respect to the such new features, characteristics and changes.
6. The information provided on the Foundation’s website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any persons who choose to access the website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
7. A non-exclusive, limited, non-transferable, freely revocable license to access and use the Software is provided to you under the terms of this Agreement, and the same is subject to your complete and ongoing compliance with the terms set forth hereunder.
8. **SCHEDULE FOR STORAGE, LEDGER, AND COMPUTE SERVICES:**
 - 8.1. **STORAGE:** From the month of April 2022, each validator node gets the opportunity to submit storage proofs and get 10 MOI tokens, at a frequency of not more than 4 times a day, entitled as rewards in return, with new rewards halving every 3 months.
 - 8.2. **LEDGER:** From the month of June 2022, each validator node gets the opportunity to mint a Tesseract and get 2 MOI tokens entitled as rewards in return, with new rewards halving every 3 months.
 - 8.3. **COMPUTE:** To be announced.
9. Each validator node is accrued and entitled MOI tokens as rewards for the services rendered across maintaining the ledger, storage and compute, which may be based on certain performance parameters, including uptime and good standing behaviour. The tokens earned are governed by the vesting schedule of the network.

10. You agree that in case of non-performance or poor performance, there would also be penalties applicable, which will be calculated at the time of Mainnet Sarga (a.k.a. Genesis) and applied on the accrued rewards in the manner set forth below:

10.1. Slashing for Ledger Service:

Slashing criteria	
Each node's uptime is calculated based on Tesseracts minted / Total Interactions assigned	
Based on the uptime range, the rewards are slashed at Mainnet Sarga as follows:	
Uptime > 95%	0% slashed
95% > Uptime > 90%	10% slashed
90% > Uptime > 67%	30% slashed
67% > Uptime	100% slashed

10.2. Slashing based on events:

Event 1 - Loss of signature	7%
Event 2 - Double signing	60%
Event 3 - ICS Rejection	40%

10.3. Schedule for Storage Service:

Slashing criteria	
Each node's uptime is calculated based on hourly heartbeat	
Based on the uptime range, the rewards are slashed at Mainnet Sarga as follows:	
Uptime > 95%	0% slashed
95% > Uptime > 90%	10% slashed
90% > Uptime > 67%	30% slashed
67% > Uptime	100% slashed

11. SCOPE OF LICENSE TO USERS/NODES:

- 11.1. You may not modify, alter, reproduce, or distribute the Software.
- 11.2. You may not directly rent, lease, lend, sell, redistribute or sublicense the Software.
- 11.3. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any portion of the Software, any updates, or any part thereof, nor attempt to disable or circumvent any security or other technological measure designed to protect the Software.
- 11.4. Any breach of the terms of this Agreement or the scope of the license, may result in legal action being taken against you, including prosecution and damages, as well as liability for infringement of intellectual property rights, and termination of the license. The restrictions set forth hereunder shall be applicable to the extent permitted by applicable laws.

12. PROHIBITED ACTIVITIES:

The following activities are explicitly and implicitly prohibited under the terms of this Agreement, and therefore, you will not do, or attempt to indulge in the following:

- 12.1. Systematically retrieve data or other content from the Software to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 12.2. Make any unauthorized use of the Software, including collecting other users' personal data, by electronic or other means, for any reason whatsoever, or attempt to impersonate another user or person, or obtain other users' personal data by means of deception or fraud.
- 12.3. Circumvent, disable, remove, or otherwise interfere, with security-related features of the Software, including features that prevent or restrict the use or copying of any content or enforce

limitations on the use of the Software and/or the content contained therein, or attempt to bypass any measures of the website designed to prevent or restrict access to the website, or any part thereof.

- 12.4. Engage in unauthorized framing of or linking to the website.
- 12.5. Use the Software as part of any effort to compete with us or otherwise use the Software and/or the content for any revenue-generating endeavor or commercial enterprise.
- 12.6. Decipher, decompile, disassemble, or reverse engineer any of the Software comprising, or in any way making up a part of the website, or otherwise make any derivative works based upon our Software.
- 12.7. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any user's use and enjoyment of the Software or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Software.
- 12.8. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- 12.9. Disparage, tarnish, distribute hate speech/explicit content or otherwise harm, in our opinion, us, the Software and/or other users of the Software.
- 12.10. Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Software, or any of its codes, in any manner whatsoever.
- 12.11. Modify our Software, remove any proprietary rights notices or markings, or infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of the Foundation or any third party.
- 12.12. Use the Software in a manner inconsistent with any applicable laws or regulations.

13. TERMINATION OF THE LICENSE:

- 13.1. Without limiting any other provision of this Agreement, we reserve the right, at our sole discretion, to deny access to and use of the Software, to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. We also reserve the right to terminate your use of the Software at any time, if we reasonably believe: (i) you have violated the terms of this Agreement; (ii) your use of the Software presents risk or possible legal exposure for us or the ecosystem; (iii) you have indulged in any unlawful, illegal, or unethical conduct.
- 13.2. If we terminate or suspend your access to the Software for any reason, you are prohibited from attempting to access the Software under your name, a fake or false identity, even if you may be acting on behalf of any third party. In addition to terminating or suspending access, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. SITE MANAGEMENT:

We reserve the right to:

- 14.1. monitor our website for violations of this Agreement;
- 14.2. take appropriate legal action against anyone who, in our sole discretion, violates any applicable laws, or this Agreement, or any terms thereof, including without limitation, appropriate legal action, both civil and criminal; and

- 14.3. otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

15. NO WARRANTY

The Software is provided on an “as-is” and “as-available” basis. Further the Foundation offers no warranty as the Software is in beta stage, and is not yet a finished product, and so the same may contain bugs and other issues. By use of the Software in its present form, you agree to assume the risks associated thereof, and the Foundation assumes no responsibility for any damages or losses suffered by you or your hardware /devices, caused by your use of the Software.

16. INDEMNIFICATION:

You hereby agree to defend, indemnify, and hold the Foundation harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys’ fees and expenses, made by any third party due to or arising out of:

- 16.1. use of the Software;
- 16.2. breach of this Agreement, or any terms hereunder, including but not limited to any breach of your representations and warranties set forth in this Agreement;
- 16.3. your violation of the rights of a third party, including but not limited to intellectual property rights;
- 16.4. any breach of, or failure to comply with, applicable law.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

17. LIMITATION OF LIABILITY:

- 17.1. The Foundation will not be liable for any damages of any kind arising from the use of the Software, including, but not limited to indirect, incidental, punitive, exemplary, special or consequential damages, even if we have been advised of the possibility of such damages. In no event shall the aggregate liability of the Foundation exceed the license fees paid by you to the Foundation, for use of the Software. The limitations of this subsection shall apply to any theory of liability, whether based on, contract, statute, tort (including negligence) or otherwise, and whether or not the Foundation was apprised of the likelihood of any such damage, and even if a remedy set forth herein is found to have failed its essential purpose.
- 17.2. You agree that your use of the Software will be at your sole risk. The Foundation is not responsible for any damages or losses that result from your use of the Software, including, but not limited to, your use or inability to use the Software; any changes to or inaccessibility or termination of the Software; any delay, failure, unauthorized access to, or alteration of any transmission or data; any transaction or agreement entered into through the Software; any activities or communications of third parties; or any data or material from a third person accessed on or through the Software.
- 17.3. If you are dissatisfied with Network and the Software, you agree that your sole and exclusive remedy shall be for you to discontinue your use of the Software. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you.

18. GENERAL TERMS:

- 18.1. **DISPUTE RESOLUTION:** These Terms, and any action arising out of your use of the Software will be governed by the laws of Switzerland. Unless submitted to arbitration as set forth below, all claims, legal proceedings or litigation arising in connection with your use of the Software will be brought solely in the courts of Zug, Switzerland, and you consent to the jurisdiction of the said forums. In the event of any dispute arising out of the implementation or interpretation of these Terms, both parties shall attempt to resolve the same through mutual discussions, failing which the dispute shall be referred to arbitration before a sole arbitrator, under the provisions of the JAMS Streamlined Arbitration Rules and Procedures (“*JAMS Rules*”). Arbitration proceedings will be held in Zug, Switzerland. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.
- 18.2. **SURVIVAL:** The provisions pertaining to Termination, Limitation of Liability, Indemnification, Dispute Resolution, and General Terms, will survive expiration or termination of this Agreement.
- 18.3. **ASSIGNMENT:** You may not assign or transfer this any of your rights or obligations under these Terms without our prior written consent. Any such attempted assignment or transfer will be considered void. We may freely assign or transfer this Agreement. These terms binding upon the parties and their respective legal representatives, successors, and assigns.
- 18.4. **ELECTRONIC COMMUNICATIONS & NOTICES:** You consent to receive communications and notices from us by email in accordance with these Terms and under applicable law. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing. Notices will be deemed given (a) if to you, when emailed, and (b) if to us, on receipt by us.
- 18.5. **SEVERABILITY:** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Software and constitutes the entire agreement between you and us regarding the Software, with the exception of the features that require execution of separate written agreements, in addition to this Agreement. If any Section of this Agreement is found to be unenforceable, the same shall not affect the enforceability of the remaining provisions hereof, which will remain in full force and effect.
- 18.6. **INTERPRETATION:** In construing or interpreting these Terms: (i) the headings listed hereunder are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party’s favour as a result of its counsel’s role in drafting these Terms.
- 18.7. **RELATIONSHIP:** These Terms does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- 18.8. **WAIVER:** No waiver of any terms will be deemed a further or continuing waiver of such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.
- 18.9. **CONTACT:** Feel free to contact us at info@moi.technology with any questions about these terms.