

Midnight Public Devnet Terms of Service

These Midnight Devnet Terms of Service (the "**Agreement**") govern your access to and use of Midnight Devnet, including all Devnet software, documentation, web pages, forums, communication channels, tools, downloads, support and other services (together, "**Devnet**"). This Agreement is between you ("**you**" or "**user**") and IOG Singapore Pte. Ltd (together with our subsidiaries and affiliates, referred to as "**IOG**," "**we**," or "**us**").

BY ACCESSING DEVNET, YOU AGREE TO THESE TERMS. IF YOU DO NOT ACCEPT THIS ENTIRE AGREEMENT, OR DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, DO NOT ACCESS DEVNET. ALL USE OF DEVNET IS AT YOUR OWN RISK.

General

All use of Devnet is governed by this Agreement and the [IOG Terms of Use](#) ("**IOG Terms**"), which are incorporated in their entirety into this Agreement (for the purposes of this Agreement, "**Products**" includes Devnet). By accepting this Agreement, you represent that you have read and agree to the IOG Terms, which cover the rules of acceptable use of IOG websites, privacy, IP ownership, licensing, disclaimers, limitations on liability, and general legal provisions.

The following terms and conditions add to and/or amend the IOG Terms for the purposes of this Agreement and Devnet use only. Where there is any conflict between this Agreement and the IOG Terms regarding your use of Devnet, this Agreement controls.

Registration & Eligibility

Devnet is not available to minors or to any users that have been suspended or removed from Devnet by IOG, for any reason. There is no charge for participation on Devnet. By agreeing to these terms, you represent and warrant that (i) any information you submit to IOG is truthful and accurate; (ii) you have the right, authority, and capacity to agree to and abide by this Agreement; (iii) you are 18 years or older; (iv) your use of Devnet will always be in strict compliance with this Agreement and all terms incorporated herein and (v) you are not subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (the "OFAC"), the United Nations Security Council (the "UNSC"), the European Union, Her Majesty's Treasury (the "HMT"), or other relevant sanctions authority (collectively, "Sanctions"), nor are you located, organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions. You agree to comply with all applicable import, re-import, export and re-export control laws and regulations when using the Products. You are solely responsible for compliance related to your use of the Products.

IOG reserves the right, but has no obligation, to monitor and take action as needed to ensure users' compliance with these terms.

Products

Devnet offers users access to a developer sandbox intended for the development and testing of the Midnight software. Devnet is provided to users for their convenience, without an obligation to provide technical support or assistance. IOG may cancel or reschedule access to Devnet for any reason and without notice. IOG may also terminate access and/or remove user accounts for any violation of this Agreement or other improper conduct when using Devnet.

Devnet may provide you limited access to IOG Products, services, software, APIs, SDKs, sample code, and other technologies. This access is only for the purposes of using Devnet as intended and for the duration of your access, and some features and functionality may not be available. In no event shall IOG have any liability related to your use of Devnet, including inability to access Devnet and loss of your data, regardless of the reason.

Support

Devnet is provided AS-IS and without an obligation to provide support. If you need support while using Devnet, user community-based support resources are available through Devnet's user forums and knowledge base articles. All information and data that you submit to community support resources shall be considered public and will be available to other users. IOG makes no representations about and has no liability for these community support resources. All use of these resources, and the advice and guidance therein, is at your own risk.

Privacy

IOG may collect, use and process your data only with your consent and in accordance with [IOG's Privacy Policy](#) ("**Privacy Policy**"), which is incorporated into this Agreement. By accepting this Agreement, you agree that IOG may contact you with information relating to our Products or your use of Devnet, either via email or by other means you communicate to IOG. You also agree that other Devnet users may contact you and view information about your activity within Devnet, including what Devnet projects you have worked on.

Your Content

All materials that you post on Devnet, including suggestions, comments, feedback, bug reports and test results regarding Devnet will be referred to collectively as "**Your Content**". You hereby grant to us and our affiliates, licensees and sublicensees, without compensation to you or others, a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute Your Content, or any portion thereof, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in Your Content. Such permission will be perpetual and may not be revoked for any reason, to the maximum extent permitted by law. Further, to the extent permitted under

applicable law, you waive, release and covenant not to assert any moral rights that you may have in Your Content. You further agree that we may use Your Content in any manner that we deem appropriate or necessary including in connection with features and functions offered by IOG to our users.

We acknowledge and agree that you, or your licensors, as applicable, retain ownership of any and all copyrights in Your Content, subject to the rights granted to us in this Agreement, and that no ownership of such copyrights is transferred to us under this Agreement, except as may otherwise be provided in this Agreement or another agreement between you and IOG.

By posting, uploading, or submitting Your Content to Devnet, you represent and warrant to IOG that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use Your Content in this manner. This includes obtaining the right to grant us the rights to use Your Content in accordance with this Agreement. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with Your Content. You are responsible for ensuring that Your Content does not violate any applicable law or regulation, including but not limited to the intellectual property rights of any third party. We reserve the right to remove Your Content, in whole or part, for any reason without notice.

Our Content

All intellectual property in or related to our Products (including, but not limited to the Midnight software, Midnight trademarks and the Midnight logos) ("**Our Content**") is the property of IOG. Subject to this Agreement, including the restrictions below, we grant you a limited non-exclusive license to use and access Our Content solely for the purposes of using the Devnet. Except as expressly agreed to otherwise by us (such as your entering into another other agreement with us), your use of Our Content must be limited to personal, non-commercial and testing purposes only. IOG may terminate this license at any time for any reason. Except for the rights and license granted in this Agreement, IOG reserves all other rights and grants no other rights or licenses, implied or otherwise. Notwithstanding the foregoing, some content may be subject to open-source licenses, in which case the specific license(s) mentioned in connection with such content shall apply.

Except as expressly provided in this Agreement, you agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Our Content without our express written permission. You are expressly prohibited from any use of data scraping, data mining, robots, or similar data gathering and extraction tools in your use of Our Content. You may view and print a reasonable number of copies of web pages located on Devnet for your own personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to IOG. We have no obligation to delete content that you personally may find objectionable or offensive.

The content, information and services made available on the Devnet are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by using or interacting with the Devnet.

Confidentiality

You shall at all times maintain as secret and confidential any information that IOG communicates to you as being confidential or makes available to you on a confidential basis, relating to Devnet (“**Confidential Information**”). You may not disclose Confidential Information to any person and shall implement reasonable security measures to protect and prevent Confidential Information from any unauthorized use, copying, or disclosure. The obligations of confidentiality contained in this paragraph shall not apply to any information which is in the public domain at the time of disclosure.

Disclaimer and Limitation on Liability

By using the Devnet, you understand the network is in development and that use of the Devnet is entirely at your own risk. You also acknowledge and agree to have an adequate understanding of the risks associated with use of the Devnet and that all information and materials published, distributed or otherwise made available, such as on the Midnight website, DockerHub, the npm website and registry, Discord and Github, are provided for non-commercial, personal use, and testing purposes only. This includes test-Midnight tokens which have no economic or monetary value and are provided only for the purpose of testing on the Devnet.

Devnet is available on an ‘AS IS’ and ‘AS AVAILABLE’ basis, without any representations or warranties of any kind. All implied terms are excluded to the fullest extent permitted by law. No party involved in, or having contributed to the development of the Devnet including any of their affiliates, directors, employees, contractors, service providers or agents (the Parties Involved) accepts any responsibility or liability to you or any third parties in relation to any materials or information accessed via the Devnet. You acknowledge and agree that the Parties Involved are not responsible for any damage to your computer systems, loss of data, or any other loss or damage resulting (directly or indirectly) from use of the Devnet.

To the fullest extent permitted by law, in no event shall the Parties Involved have any liability whatsoever to any person for any direct or indirect loss, liability, cost, claim, expense or damage of any kind, whether in contract or in tort, including negligence or otherwise, arising out of or related to the use of all or part of the Devnet for any reason and regardless of fault.

Changes to This Agreement

IOG may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. IOG will exercise commercially reasonable efforts to provide notice of any material changes to the Agreement, and within three (3) business days of posting changes to the Agreement, they will be binding. If you do not agree with the changes, you must discontinue using Devnet at that time. If you continue accessing Devnet after that time, you will be deemed to have accepted the changes to this Agreement. This Agreement was last updated on February 19, 2024 and is effective immediately.