

WEBSITE TERMS OF USE

Last Updated: 23 June 2025.

These Terms of Use (“**Terms**”) set forth the binding legal agreement between you and Midnight TGE Ltd., a company registered in the British Virgin Islands with its registered address at Craigmuir Chambers, Road Town, Tortola, VG, 1110, BVI (“**Midnight**,” “**we**,” or “**us**”). These Terms govern your use of this website and the NIGHT portal (the “**Website**”) and all of the related products and services offered by us via the Website (the “**Services**”).

We encourage you to review these Terms carefully. These Terms are entered into between you and Midnight when you access or use our Website or use any of the Services. These Terms will remain in full force and effect until terminated as set out at Section 6. If you do not agree to any of the Terms, you may not use the Website or the Services.

Changes to the Terms. As necessary, we may update the Terms from time to time to reflect changes in our Website or Services or to comply with legal requirements and we will provide you with notice in this regard, as may be required under applicable laws. If you do not agree to our changes, you may discontinue your use of the Website and the Services. Your continued use of the Website and/or Services after the changes take effect amounts to your acceptance of the updated Terms. The date at the top of this page indicates when these Terms were last updated, and you can contact us for a copy of previous versions. However, we reserve the right to make changes or updates to the Website and/or Services, including content and formatting, at any time without notice provided such changes do not result in a change to these Terms.

1. Using the Website and Services.

- a) **Who can use the Website and Services.** You must be at least the age of majority in the jurisdiction where you live to use the Website and Services. For further details on eligibility to use our Services (such as participation in airdrops), please see the [NIGHT Whitepaper](#).
- b) **Privacy Policy.** Please see our [Privacy Policy](#) for information about how we process your personal data when you use our Website and Services.
- c) **Additional Terms.** Specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through the Website and Services. Such specific terms may be in addition to these Terms or, where inconsistent with these Terms, only to the extent the content or intent of such specific terms is inconsistent with these Terms, such specific terms will supersede these Terms.
- d) **Availability.** The Website is only available in certain jurisdictions (for example, where we are legally able to provide the Website and have chosen to do so). We cannot guarantee the availability of the Website in all parts of the world.

2. Your Content

- a) **Responsibility for your Content.** To the extent that you provide, post, upload or submit any content to the Website or via the Services (“**Your Content**”), you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licences or permissions from any relevant parties, to use Your Content in this manner. You are in the best position to judge whether Your Content is in violation of intellectual

property or personal rights of any third-party. 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. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.

- b) **Limits.** We reserve the right to remove Your Content, in whole or part, for any reason without notice. We do not guarantee that we will publish any or all of Your Content.
- c) **Licence and Permission to Use Your Content.** By providing Your Content, you hereby grant to us and our affiliates, licensees and sublicensees, a non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, worldwide licence (including the right to sublicense through multiple tiers) to use Your Content in connection with our Website and our Services, including to update the Website and/or Services and to create other products and services but only in accordance with our [Privacy Policy](#).
- d) **Ownership.** We acknowledge and agree that you, or your licensors, as applicable, retain ownership of any and all copyright in Your Content, subject to the non-exclusive rights granted to us in the paragraph above, and that no ownership of such copyright is transferred to us under these Terms, except as may otherwise be provided in these Terms or another agreement between you and us.

3. Our Content and Materials.

- a) **Our Intellectual Property.** All intellectual property in or related to the Website and the Services (specifically including, but not limited to, our trademarks and logos, and any copyright in the Website and Services) ("**Our Content and Materials**") is the property of Midnight.
- b) **Our License to You.** In return for you agreeing to comply with these Terms, we grant you a limited non-exclusive licence to use and access the Website and Services (including to view Our Content and Materials). We only grant this licence to you and you cannot transfer or sell it to anyone else. This licence is subject to your compliance with these Terms (including the restrictions below). Except as expressly agreed to otherwise by us (such as your entering into another agreement with us), your use of the Website and Services must be limited to personal, non-commercial use. We may terminate this licence at any time for any reason. Except for the rights and licence granted in these Terms, we reserve all other rights and grant no other rights or licences, implied or otherwise. Notwithstanding the foregoing, some content may be subject to open-source licences, in which case the specific licence(s) mentioned in connection with such content shall apply.
- c) **Restrictions.** You agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Our Content and Materials without our express written permission. Your permitted use of the Website and the Services expressly excludes commercial use by you (including for the benefit of a third party). You are expressly prohibited from any use of data mining, robots, or similar data gathering and extraction tools in your use of the Website and the Services. You may view and print a reasonable number of copies of web pages located on the Website for your own personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to Midnight.
- d) **Ownership.** You acknowledge and agree that the Website, the Services and Midnight

trademarks will remain the property of Midnight. The content, information and services made available on the Website and via the Services are protected by 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 Website and/or the Services.

4. Other Offerings on the Website and via the Services.

- a) **Third-Party Services.** Please note that the Website and/or Services may enable access to third-party content, products, and services, and may offer interactions with third parties that we do not control (collectively "**Third-Party Services**"). The availability of any Third-Party Services on the Website or via the Services does not imply our endorsement or verification of the Third-Party Services. We assume no responsibility for, nor do we endorse or verify the content, offerings or conduct of third parties (including but not limited to the products or services offered by third parties or the descriptions of the products or services offered by third parties). We make no warranties or representations with respect to the accuracy, completeness or timeliness of any content posted on, or in, the Website or Services by anyone.
- b) **Third-Party Sites.** The Website and/or Services may contain links to other websites controlled by third parties (the "**Third-Party Sites**") for your convenience. We do not control the linked websites, or the content provided through such Third-Party Sites. Your use of Third-Party Sites is subject to the privacy practices and terms of use established by the specific linked Third-Party Site, and we disclaim all liability for such use. The availability of such links does not indicate any approval or endorsement by us.

5. Disclaimers and Liability.

This section limits the liability that we accept, and the types of damages that you may be able to recover from us. Please read it carefully.

- a) We don't exclude or restrict our liability in any way that would be unlawful (including our liability for any death or personal injury caused by our negligence, or for any fraud or fraudulent misrepresentation by us or our employees). The exclusions and limitations below are all subject to this statement. References to liability in this section include every kind of liability arising under or in connection with these Terms, including liability in contract, tort (including negligence), or otherwise.
- b) We are not responsible and do not accept liability for loss or damage that is not 'foreseeable'. Loss or damage is 'foreseeable' if either it is obvious that it will happen or if, at the time you agree to these Terms, both you and we are aware that it might occur.
- c) We are not liable for any failure to perform our responsibilities:
 - i. due to any abnormal or unforeseeable event outside our reasonable control (including but not limited to acts of terrorism, significant weather-related events such as major floods, general strikes, general Internet outages, or epidemics or pandemics) and despite us having taken reasonable precautions against such events; or
 - ii. where performing our responsibilities would put us in breach of applicable law (e.g., where we have reasonable grounds to suspect that the Website or Services are being used for fraud).

- d) It is your responsibility to check whether the Website and/or the Services meet your purposes or needs.
- e) Except for the Website and Services descriptions set out in these Terms and any other documents we have provided to you, we do not promise or guarantee that the Website and/or Services will meet any specific requirements or specifications.
- f) While we will use reasonable care and skill to keep the Website and/or Services online, we do not promise or guarantee that the Website and/or Services will be uninterrupted or always accessible. We do not accept liability for any losses you may suffer due to such interruptions or inaccessibility.
- g) Subject to this Section 5 and to the extent allowed by law, our total aggregate liability to you under these Terms including for any issues, claims or disputes relating to the Website and/or Services, will be limited to one hundred euros (EUR 100) (or the equivalent amount in your jurisdiction).

6. Term, Termination and Cancellation

- a) You may stop using the Website and/or Services at any time. However, certain sections under these Terms will, by their nature, apply even when you no longer use the Website and/or Services, for example Section 5 (Disclaimers and Liability). See Section 8 (Survival) below for further details.
- b) We may terminate these Terms (and therefore your right to access and use the Website and Services), immediately by blocking your access to the Website:
 - i. if you breach these Terms in a serious or repeated manner;
 - ii. if you breach any of the restrictions in Section 3(b);
 - iii. if we reasonably believe that you are using (or are allowing someone else to use) the Website and/or Services in breach of any applicable laws, rules or regulations, or in furtherance of illegal, fraudulent or prohibited activities; or
 - iv. if we are required to do so by any law, regulation, court order or instruction from an ombudsman, regulator or government body.
- c) We may also terminate these Terms (and therefore your right to access and use the Website and Services) without cause, including if we decide to cease to provide the Website and Services, by providing at least 30 days' advance notice to you by posting a notice on the Website.
- d) On termination for any reason:
 - i. all rights to use the Website and Services granted to you under these Terms shall cease; and
 - ii. you must immediately cease all use of the Website and Services.

7. Contacts, Complaints and Dispute Resolution.

If you have a complaint or dispute with Midnight, you can contact us via email at legal@midnighttge.io to attempt to resolve the issue. You can also bring legal proceedings in the competent courts (see the "Governing Law and Jurisdiction" section below).

8. Other.

- a) **Languages.** The English version of these Terms will be the binding version and all communications, notices, and other actions and proceedings relating to these Terms will be made and conducted in English, even if we choose to provide translations of these Terms into the native languages in certain countries. To the extent allowed by law, any

inconsistencies among the different translations will be resolved in favour of the English version.

- b) **Assignment.** The Website and Services are personal to you, and you must not assign your rights or transfer your responsibilities under these Terms to anyone without our prior written consent. This is necessary, including for reasons relating to our compliance with applicable law. We may delegate our responsibilities under these Terms, to any third party that is capable of performing these Terms competently and in accordance with these Terms, our Privacy Policy and applicable law. We may assign our rights under these Terms to another business without your consent, but we will notify you of the assignment and ensure that you are not adversely affected as a result.
- c) **Waiver.** Our failure to assert a right or provision under these Terms will not constitute a waiver of such right or provision.
- d) **Headings.** Any heading, caption, or section title contained is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.
- e) **Entire Agreement and Severability.** These Terms supersede all prior terms, agreements, discussions and writings regarding the Website and Services, and constitute the entire agreement between you and us regarding the Website and Services. You and Midnight acknowledge that in entering into these Terms, you and/or Midnight do not rely on any statement, representation, warranty or understanding other than those expressly set out in these Terms. If any part of these Terms is found to be unenforceable, then that part will not affect the enforceability of the remaining parts of the Terms, which will remain in full force and effect.
- f) **Survival.** The following provisions will survive expiration or termination of these Terms: Section 2 (Responsibility for Your Content), Section 3(b) (Restrictions) and 3(c) (Ownership), Section 5 (Disclaimers and Liability), Section 7 (Complaints), Section 8 (Other) and Section 9 (Governing Law and Jurisdiction).

9. Governing Law and Jurisdiction.

- a) These Terms will be governed and construed in accordance with the laws of the British Virgin Islands, without regard to conflict-of-law provisions. Any additional, mandatory consumer rights and protections that you are entitled to under the laws of the country in which you reside will also apply.
- b) Any claim or dispute between you and us arising in connection with these Terms shall be subject to the jurisdiction of the courts of the British Virgin Islands, or, if you don't reside in the British Virgin Islands, you may be able to bring a claim in your local courts from the country where you reside (for example, if you reside in the European Economic Area or the United Kingdom).