

Alchemy Dapp Store Terms of Use

Last Updated: December 1, 2022

Welcome to the Alchemy Dapp Store! The Alchemy Dapp Store is an online directory for blockchain protocols, decentralized or blockchain-based applications, applications connecting or sending transactions to the blockchain, infrastructure or developer tooling, APIs, plugins, extensions, or SDKs ("**Dapp Store Apps**" or "**Dapps**"), including Dapps that may utilize Alchemy's software, infrastructure, APIs, or SDK ("**Alchemy Products**"). Use of the Alchemy Dapp Store is governed by these Alchemy Dapp Store Terms of Use ("**Terms of Use**"), which form a legally binding agreement between you (defined in Section 1.1) and Alchemy Insights, Inc. ("**Alchemy**" or "**we**").

By accessing or using the Alchemy Dapp Store, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not use or access the Alchemy Dapp Store.

1. Introduction

1.1. Who are You? "You" refers to the person or entity that is accessing or using the Alchemy Dapp Store, and is fully responsible for compliance with these Terms of Use by anyone accessing or using the Alchemy Dapp Store on its behalf. Any person using the Alchemy Dapp Store on behalf of any other person or entity is binding that person or entity to these Terms of Use.

1.2. Types of Apps. Some Dapps are made available at no charge, and others require payment of fees. The listing for each Dapp will identify the provider of the Dapp ("**Dapp Provider**"). Dapps for which Alchemy is the Dapp Provider are "**Alchemy Dapps**". Dapps for which the Dapp Provider is an unaffiliated third party ("**Third Party Provider**") are "**Third Party Dapps**". A Third Party Provider creates, owns and is responsible for its own Dapps as further described in these Terms of Use. In all cases, you may only use Dapps with the Alchemy Products with which they are designed to be used.

1.3. Finding Apps. We want it to be easy to find great Dapps throughout your experience using and interacting with Alchemy products, services, and websites. Accordingly, "Alchemy Dapp Store" includes <https://www.alchemy.com/dapps> and any other webpage, application, interface, service or in-product experience at which we make available or list Dapps.

1.4. Dapp Store Policies. Use of the Alchemy Dapp Store is subject to any Alchemy Dapp Store posted policies as may be modified from time to time, which are incorporated into these Terms of Use.

2. Use of Dapp Store Apps

2.1. Applicable Terms.

(a) **Alchemy Dapps.** If Alchemy is the Dapp Provider, your use or access will be subject to the terms that govern the applicable Alchemy Dapp (e.g. Terms of Service listed [here](#) for Alchemy APIs) and as may be modified from time to time (the "**Alchemy Terms**"). The Alchemy Terms include the [Alchemy Privacy Policy](#). In the event of a conflict between these Terms of Use and the Alchemy Terms, the Alchemy Terms will control as to each party's rights and responsibilities related to the Dapp itself, while these Terms of Use will control as to the Alchemy Dapp Store generally.

(b) **Third Party Dapps & Third Party Terms.** Third Party Dapps are subject to the applicable license or subscription terms, privacy policies, and other terms specified by the Third Party Provider ("**Third Party Terms**"), including any usage restrictions described therein; Third Party Dapps are not provided according to the Alchemy Terms. Third Party Terms may be included on the Dapp's website or presented through an order form, click-to-accept, or checkout process. By ordering, installing, accessing, or enabling any Third Party Dapp, you may be entering into Third Party Terms with the applicable Third Party Provider. You are responsible for complying with any Third Party Terms. Alchemy is not a party to, or responsible for, any Third Party Terms, and does not guarantee any Third Party Dapps are adequate for your needs. Section 3 (Data Collection and Sharing) provides additional information about how Third Party Providers use your data.

2.2. Support and Maintenance. Any support and maintenance of Third Party Dapps will be provided by the applicable Third Party Provider subject to any applicable Third Party Terms. Alchemy is not responsible for any support and maintenance for Third Party Dapps. If Alchemy is the Dapp Provider, it will provide any support and maintenance for Alchemy Dapps only in accordance with the

Alchemy Terms.

2.3. Reservation of Rights. Except for the rights explicitly granted to you in these Terms of Use, Alchemy Terms, or the Third Party Terms for each Dapp, all right, title and interest (including intellectual property rights) in the Alchemy Dapp Store itself are reserved by Alchemy, and all right, title and interest (including intellectual property rights) in the Dapps are reserved and retained by the respective Dapp Providers and licensors. You do not acquire any ownership rights in the Alchemy Dapp Store or the Dapps.

3. Data Collection and Sharing.

3.1. User Information. If you select a Dapp through the Dapp Store, Alchemy will redirect you to the Dapp Provider's website where you may enter your information if required by the Dapp Provider, such as your name, company name (if any), address, e-mail address, or phone number.

3.2. Third Party Provider Use of Data. Any Third Party Provider's use of your data is subject to the applicable Third Party Terms. Alchemy is not responsible for any access, use, transfer, or security of data or information by Third Party Providers or by Third Party Dapps, or for their security or privacy practices (including any third party data processors or sub-processors). It is your decision whether to permit any Third Party Provider or Third Party Dapp to access or use your data.

3.3. Alchemy Use of Dapp Store Data. Any data that Alchemy collects from you based on your use of the Alchemy Dapp Store is subject to the [Alchemy Privacy Policy](#).

4. Third Party Dapp Submissions

4.1 Representations and Warranties. You (including anyone acting on your behalf) represent and warrant that (i) you have all necessary right, power and authority to enter into and be legally bound by these Terms of Use, and to authorize the access and use of your Dapp and any associated data or content, all without violation of any other agreements or policies; (ii) the Dapp, data, content, or other information you have submitted is complete and accurate; and (iii) your Dapp does not infringe third party intellectual property, privacy, publicity, or other rights.

4.2 Handling of Submissions. Alchemy has no affirmative obligation to review the Dapp, data, content, or other information you submit. However, in the event that Alchemy does so, Alchemy retains the right to accept or reject any Dapp, content, or other information submitted.

4.3 Compliance with Law and Reservation of Rights. You agree you will use the Alchemy Dapp Store and submit any Dapps in compliance with all applicable laws.

4.4 Indemnification. You agree to indemnify, defend, and hold harmless Alchemy, its affiliates, and their officers, agents, and employees from any claims by third parties, and any related damages, losses, or costs (including reasonable attorney fees and costs) arising out of your violation of these Terms of Use or the applicable Third Party Terms, your violation of any rights of a third party, or any Dapp, data, content or other information you submit to or publish on the Alchemy Dapp Store. You may not settle any such claim without Alchemy's prior written consent.

5. Alchemy Dapp Store User Responsibilities.

5.1. Representations and Warranties. You (including anyone acting on your behalf) represent and warrant that you have all necessary right, power and authority (i) to enter into and be legally bound by these Terms of Use, and (ii) and to authorize the access and use of your data and information as described in Section 3, all without violation of any other agreements or policies.

5.2 Compliance with Law and Reservation of Rights. You agree you will use the Alchemy Dapp Store and any Dapps in compliance with all applicable laws.

5.3. Indemnification. You agree to indemnify, defend, and hold harmless Alchemy, its affiliates, and their officers, agents and employees from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs) arising out of your violation of these Terms of Use or the applicable Third Party Terms, your violation of any rights of a third party, or any content you submit to or publish on the Alchemy Dapp Store. You may not settle any such claim without Alchemy's prior written consent.

6. Term and Termination.

6.1. Suspension; Termination. Alchemy may suspend or terminate your access to the Alchemy Dapp Store at any time and for any reason, including your failure to comply with any of the provisions in these Terms of Use. In case of such suspension or termination, you must cease all use of the Alchemy Dapp Store,

6.2. Discontinuation of Dapp Store. Alchemy may terminate these Terms of Use without notice to you if Alchemy, in its discretion, discontinues the Alchemy Dapp Store.

6.3. Survival. The following Sections will survive any termination or expiration of these Terms of Use: 2.1 (if applicable for continued use of Alchemy Apps), 2.3 (Reservation of Rights), 3 (Data Collection and Sharing), and 5 (Your Responsibilities) through 9 (General).

7. Disclaimers and Limitations of Liability.

7.1. Third Party Dapps. A significant portion of the Dapps in the Alchemy Dapp Store are provided by parties other than Alchemy. As between Alchemy and Third Party Providers, the Third Party Providers are responsible to you, subject to the Third Party Terms, for their Dapps and any related content or materials included in their Dapps. Alchemy will not be responsible for any Third Party Dapps, including with respect to their accuracy, reliability, availability, security, data handling, data processing, completeness, usefulness or quality, even if Alchemy is providing infrastructure, developer tooling, or APIs to power or otherwise support such Dapp. These disclaimers apply even if Alchemy has reviewed or approved the Third Party Dapp. Any use of Third Party Dapps is at your own risk. Third Party Providers are solely responsible for ensuring that any information or content they submit to Alchemy is complete and accurate, and Alchemy is not responsible for the acts or omissions of any Third Party Provider (whether support, availability, security or otherwise). You should always independently verify that any Third Party Dapps or their business practices meet your needs. In addition, Alchemy is not responsible for any other third party websites to which the Alchemy Dapp Store links or their terms of use or privacy policies.

7.2. Removal of Apps. Alchemy may at any time remove a Dapp from the Alchemy Dapp Store in accordance with its applicable policies, and Third Party Providers also may at any time update, modify or remove their own Dapps.

7.3. Interoperability. Alchemy does not guarantee that any Dapps will work or interoperate with Alchemy Products or that Dapps will continue to work or interoperate with Alchemy Products as they change over time. Some Dapps rely on hosted or cloud services provided by the Third Party Provider or other third parties, and these Dapps may not function properly or may become inoperable if those underlying services are discontinued.

7.4. Disclaimer of Warranties. To the maximum extent permitted by law, Alchemy offers the Alchemy Dapp Store and all Third Party Dapps "AS IS" and "AS AVAILABLE", and Alchemy hereby disclaims all warranties, whether express, implied or statutory, including but not limited to any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose, relating to the Alchemy Dapp Store or this Agreement. You may have other statutory rights, in which case the duration of any statutory warranties will be limited to the maximum extent permitted by law.

7.5. Limitations of Liability. To the maximum extent permitted by law, in no event will Alchemy be liable for any direct, indirect, consequential, special, exemplary, punitive, or other liability related to the Alchemy Dapp Store or any Third Party Dapps, including for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business or costs of delay. If the foregoing disclaimer of direct damages is unenforceable for any reason, then in no event will Alchemy's aggregate liability to you under these Terms of Use exceed one hundred dollars

(USD \$100).

7.6. Basis of Bargain; Failure of Essential Purpose. The parties have entered into these Terms of Use relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk herein, and mutually agree that such provisions are an essential basis of the bargain between the parties. You agree that the waivers and limitations specified in this Section 7 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose.

7.7. Alchemy Affiliates and Contractors. You acknowledge and agree that Alchemy's affiliates may exercise Alchemy's rights under

these Terms of Use, and that all limitations of liability and disclaimers in these Terms of Use apply fully to and benefit Alchemy's affiliates.

8. Dispute Resolution; Governing Law.

8.1. Dispute Resolution

(a) Mandatory Arbitration of Unresolvable Disputes. In the event of any controversy or claim arising out of or relating to these Terms of Use, the parties will attempt to reach a resolution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, then thereafter the parties agree any dispute, claim, or controversy arising out of or relating to these Terms of Use, including the question of arbitrability, (collectively, "Disputes") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Alchemy agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Alchemy are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 8.1(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and neither party will seek to recover the administration and arbitrator fees it is responsible for paying, unless the arbitrator finds either party to have filed a frivolous Dispute.

(e) Injunctive and Declaratory Relief. Except as provided in Section 8.1(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. YOU AND ALCHEMY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 8.1 shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 8.1(f) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

8.2. Governing Law; Jurisdiction. These Terms of Use will be governed by and construed in accordance with the applicable laws of the State of California, USA, without giving effect to the principles of that State relating to conflicts of laws. In the event that Section 8.1 is held unenforceable, then each party irrevocably agrees that any legal action, suit or proceeding arising out of or related to these Terms of Use will be brought in, and subject to the procedural rules of, the federal court (or if federal jurisdiction is improper, then state court) in San Francisco, California, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction thereof.

8.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 8.1 and 8.2, nothing in these Terms of Use will prevent Alchemy from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

8.4. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms of Use. The Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms of Use regardless of when or where adopted.

9. General.

9.1. Changes to Terms. Alchemy may modify these Terms of Use at its sole discretion by posting the revised terms on the Alchemy Dapp Store. You may be required to agree to the modified Terms of Use in order to continue using the Dapp Store, and in any event your continued use of the Alchemy Dapp Store after the effective date of the modifications constitutes your acceptance of the modified terms. For clarity, the version of these Terms of Use in place at the time of your Order will apply for purposes of that Order. Except as provided in this Section 10.1, all changes or amendments to these Terms of Use require the written agreement of you and Alchemy.

9.2. Contact Information. For communications concerning these Terms of Use, please write to legal@alchemy.com. Alchemy may send you notices through your account (if applicable) or your email address if it is on file with Alchemy.

9.3. Entire Agreement. These Terms of Use constitute the entire agreement between the parties with respect to their subject matter and supersedes any and all prior or contemporaneous agreements between the parties with respect to their subject matter. For clarity, this does not exclude the Third Party Terms, which apply in accordance with Section 3 above.

9.4. Interpretation. If any provision of these Terms of Use is held invalid by a court with jurisdiction over the parties to these Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect. Alchemy's failure to enforce any provision of these Terms of Use will not constitute a waiver of Alchemy's rights to subsequently enforce the provision. In these Terms of Use, headings are for convenience only and terms such as "including" are to be construed without limitation.

9.5. Assignment. You may not assign or transfer these Terms of Use. Alchemy may freely assign, transfer and delegate its rights and obligations under these Terms of Use.

9.6. No agency. Nothing in these Terms of Use or any Order is intended to, or shall be deemed to, make Alchemy your agent, or authorize Alchemy to make or enter into any commitments for you or on your behalf.

9.7. Export Laws and Regulations. You may not use or otherwise export or re-export Dapps except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, Dapps may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list or the U.S. Department of Commerce's Denied Persons, Entity, or Unverified Lists. By using any Dapp, you represent and warrant that you are not located in any such country or on any such list. You agree not to use or provide the Dapps for any prohibited end use, including to support any nuclear, chemical, or biological weapons proliferation, or missile technology.