NODE SALE

LIMITED :: 10,000 NODES
ETHEREUM LAYER 3 ON BASE

on MAGIC EDEN

Launch Date: **MAY 30TH**
PRESALE :: WHITELIST ONLY

+ DePIN AI Spatial Sensor Device
(Included with Node Licence)

EMTN [OR] "emotion"
[ih-moh-shuhn]

noun

1. an affective state of consciousness in which joy, sorrow, fear, hate, or the like, is experienced, as distinguished from cognitive and volitional states of consciousness.
2. any of the feelings of joy, sorrow, fear, hate, love, etc.

EMTN creates a deeper connection with users by offering personalised, curated and rewarding digital art and wellbeing experiences while powering its Layer-3 Node on BASE.

A DePin Ai device giving you access to most exclusive art and wellbeing programs, capable of learning and connecting to any Smart TV, powering its own blockchain network for a new generation of creators and collectors alike.

BUILDING A L3 ON BASE
RUNNING NODE REWARDS

Tier	Node License Price (ETH)	Node Price USD Equiv.	Total Licenses per Tier	Number of Whitelisted Licenses	Public Cap Per Wallet Per Tier	Raised accumulated (M)
1		600	1000	2000	10	
2		800	1000	2000	10	
3		1000	1000	2000	20	
4		1200	1000	2000	20	
5		1400	1000	2000	20	
6		2000	5000	20000	50	

Node sale launch date: May 30th 2024 (pre-sale 28-29 May) on Magic Eden

10,000 nodes available in a tiered pricing system

First 5 tiers are capped 1000 Node licenses each tier

5,000 Node licenses cap on the number of nodes one can purchase on tier 6

Nodes will be sold on Magic Eden accepting (ETH/SOL/BTC/MATIC) as well as Apple Pay

Nodes are non-transferable for one year post-receipt

Claiming rewards for operating a checker node on EMTN Deeper Network will trigger a 3 month lock-up period for those rewards

The node sale is subject to the Terms and Conditions

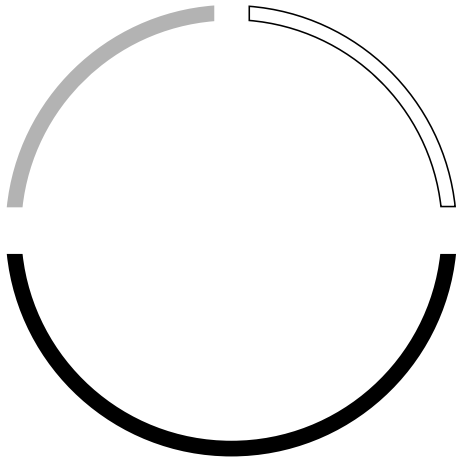
KYC is required to purchase and receive a node

Tiers | Magic Eden Whitelist Sale Details

Number of Nodes for whitelist (Magic Eden WL Campaign)	2,000
Number of Nodes for whitelist (OKX WL Campaign)	2,000
Number of Nodes for whitelist (HOFA WL Campaign)	1,000
Allocated Tier	Tier 1-5
Allocation Mechanism	Stalking Whitelist
Cost per Node	600-2000 USD (or ETH equivalent) DEPENDING FROM TIER
	Magic Eden Launchpad
Network	Ethereum
Purchase Token	USDC (ETH)
KYC requirements:	Department of Commerce's Bureau of Industry and Security; or (iv) located, organized, or resident in a country or territory that is, or whose government is, the subject of economic sanctions of the US, EU or UN, including, without limitation, Russia, Crimea, Cuba, Iran, North Korea, Mainland China or Syria are excluded from participating in the Node Sale.

Node Sale

EMTN Node Sale (Whitelist)	30 May 2024, 9AM UTC
EMTN Node Sale (Public)	3 June 2024, 9AM UTC
Node Sale Venue	MagicEden.com
Public Sale purchase token	ETH
Network	Ethereum
Node Sale type	Whitelist Sale, Public Sale
Node transferability period	12 month restriction on transfering nodes
Purchase limit	Limited for earlier tiers, then progressively increasing. More details.
Pricing tiering system	Price increases with each tier



1
NODE SALE
MAGIC EDEN

Whitelists:
Magic Eden
HOFA
Kreation
Artem Coin

3
EMTN
STAKING

Share 2 Earn
(Art Institutions
Galleries, Artists &
Curator Royalities)

View 2 Earn
(Node Rewards)

4
EMTN
Device Rewards (2x)

Earn for Publishing Data and/or
using the EMTN AI Spatial sensor.

VIEW LITEPAPER

BY PARTICIPATING AS **A NODE OPERATOR**

Node Licences are offered as a unique ERC 721 token (Generative Long Form NFT) and you may qualify to earn up to 17.8% of $EMTN token emissions over three years, contingent upon sustained activity as a node operator. Additionally, node holders might receive potential airdrops from ecosystem collaborators or through participation in related events and use cases for the DePIN Ai Spatial sensor.

Nodes will be run directly on NodeOps.xyz (Aethir, EigenLayer, Sophon).

Node operators will be rewarded up to 2x more for creating use cases for our View2Earn and Share2Earn royalty distribution models via the use of the DePIN Ai Spatial Sensor device.

Rewards will be based on the number of user interacting with the DePIN Ai Spatial Sensor via the LoRaWAN® narrow bandwidth transmitting data with no personally identifiable information involved, which 100% guarantees privacy protection at source. It is compliant with GDPR.

Furthermore, checker node operators are expected to be compensated in Emotion Network's native token, $EMTN, acknowledging their role in upholding and enhancing EMTN's decentralized framework.

EMTN Layer 2 offers a diverse selection of web3 products, from Ai Art and Real-World Assets (RWAs) to immersive wellness programs and cutting-edge DeFi applications, creating a leading platform for the digital era.

IMMERSIVE DIGITAL **ART EXPERIENCES**

Enhanced Data Analytics for Creators

EMTN offers advanced analytics tools for creators to understand how their content performs, engage with their audience, and refine their offerings based on real-time feedback.

Interactive Art

We're elevating generative art by making it interactive, dynamically changing with your mood, movements, and biometrics for a deeply personal and immersive experience.

Generative Art Algorithms

Advanced AI algorithms learn from user interactions and feedback to produce art that evolves over time, reflecting the user's personal journey and emotional landscape.

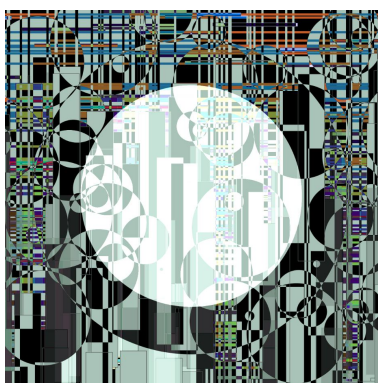
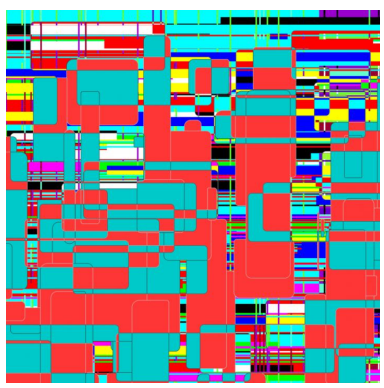
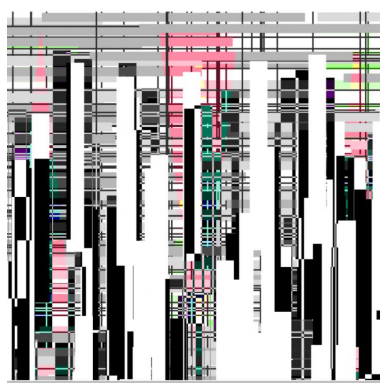
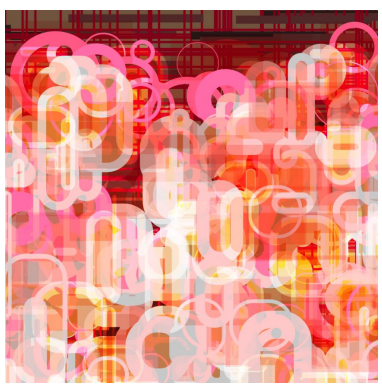
Art, Design & Hospitality

The EMTN device opens vast commercial possibilities, seamlessly integrating with AV entertainment systems. It enables art galleries, museums, and the hospitality industry to revolutionise visitor engagement—offering fresh insights through analytics, interaction, and emotional response monitoring.

LAUNCH **ARTIST**

NFT Collection

an unique Erc721 token (Generative Long Form NFT)

10,000 unique artworks in the collection

LAUNCH ARTIST BIO

Geoff Davis (b. 1957) is a generative artist who founded the Micro Arts Group in 1984 with the goal of supporting artists and making computer art accessible to the public, as inspired by the London experimental film and video scene.

Geoff Davis is an artificial intelligence researcher in the ethical use of generated text at the University of the Arts London (UAL). He has worked for the UK's innovation trust Nesta, developed 'eco' buildings, and was a founding member of the UK's Sustainable Development Commission (SDC). His fiction has been published by PEN International.

With Micro Arts, Geoff Davis released a series of computer-generated conceptual art pieces and story text generators on data cassettes and Prestel TV Teletext. Davis also provided a forum for computer artists and musicians with a print magazine, articles, and downloadable software on Micronet 800 on Prestel.

Micro Arts was revived in 2019 by the Computer Arts Archive (part of the Computer Arts Society CAS and BCS) and has had exhibitions in Leicester and London, UK.

EMTN TOKENOMICS

Token Generation Event is scheduled for Q3 2024. The $ETMN Token is a rewards and utility token for the EMTN ecosystem, rewarding art creators, art streamers, and node operators. 17.8 percent of the token is reserves for checker node runner rewards.

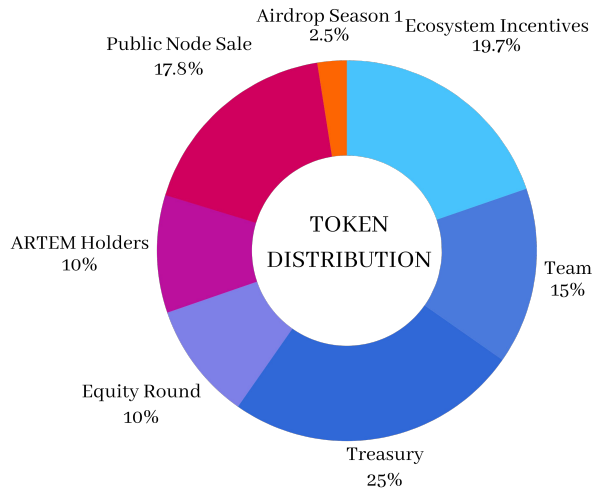
Token Symbol
EMTIN

Total Supply
10,000,000,000

Tokens offered in public sale
1,780,000,000

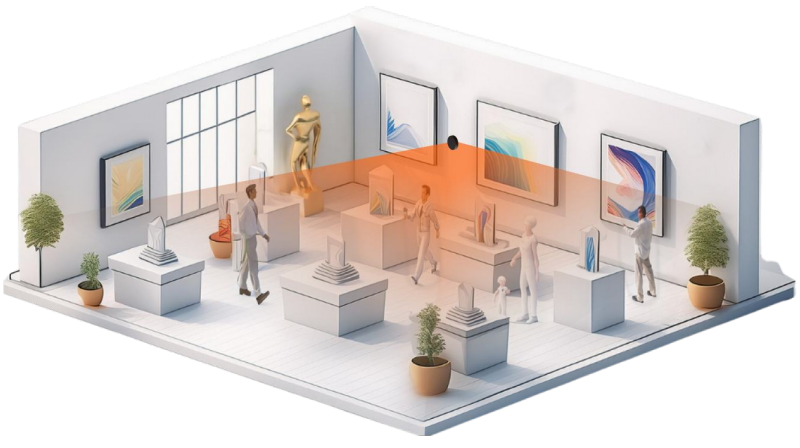
Initial Circulating Supply
(3.889%)
388,900,000

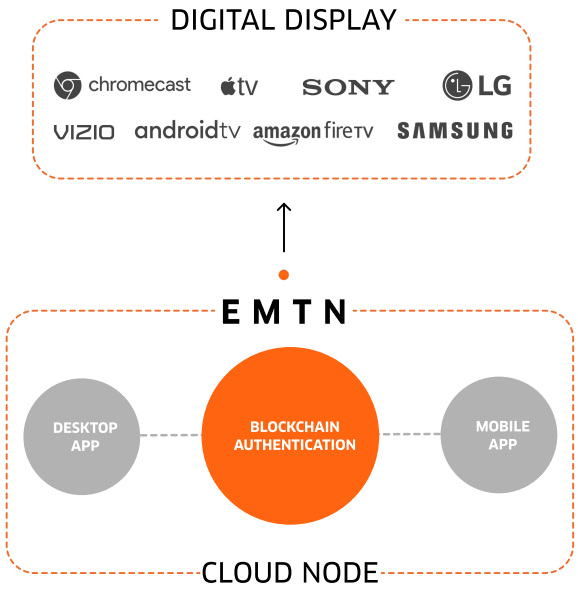
Starting Price (IDO)
TBD



DePin AI Spatial Sensor Device

Plug in your EMTN device, pair your smartphone, tablet or computer via Bluetooth or WiFi to access and display highly curated artwork collections and exclusive wellbeing programs. Earn $EMTN rewards running the 'Deeper Network' cloud node. All artist royalties are distributed on-chain.





+ DePIN AI Spatial Sensor Device
(Included with Node Licence)

PRODUCT **ROADMAP** & NODE SALE

LAUNCH

Q1 2024

IOT Device Design & Specification

Roadshow & Exhibition

Q2 2024

Strategic Round $2.5m

Token2049 Dubai Announcement

Pre-order Node Sale of 10,000 Unique Passes

Launch of Rewards NFT Points via NodeOps

Community Build

Q3 2024

Artists and curatorial partnerships

App Launch & subscriptions

Curated artists program launch

ARTEM Token Swap

$ETMN token TGE

CEX Listing

Q4 2024

Delivery of DePin Devices

Gaming & AI token partnerships

Lifestyle & Design partnerships

GROWTH

2025

Phase 2: DePIN Sale of 35,000 Units

Curated Artists Program Expansion

Hospitality Expansion

2026

Phase 3: DePIN sale of 65,000 units

Global Partnerships

Raise Series A

ABOUT EMTN

KREATION.io is a leading digital content creator and is a tech & dev house implementing and building Web3 technology in the digital fine arts sector since 2018.

Culture is our asset and we build assets around cultural goods!

Since 2018 these include digital art assets on blockchain, bringing together physical and digital works from the worlds most collected international artists and influential digital creators.

We do this for the world's bluechip brands in hospitality, arts, and high street brands.

The ecosystem includes Artem Coin, a Wallet App & Rewards systems, as well as NFT and high end digital art platforms across multiple blockchains.

The inevitable evolution from all this has let us to develop EMTN!

TEAM

Elio D'Anna
Group CEO

Serial Entrepreneur and thought-leader in the world of physical & digital assets.

Web3 platform license to Soho House Group's Scorpios and technology provider for the Winds of Yawanawa release by Refik Anadol.

Simonida Pavicevic
Group Co-Founder & Curator

Curator representing 100+ international artists with 2+ decades experience working with leading museums & cultural institutions.

J.Harry Edmiston
Business Development

Award-Winning Creative Director & Artistic Collaborator,
Ex-CNN Commercial,
Web3/AI Strategist.

Inspiration 4/SpaceX "Important Memory for Humanity" partnership with Refik Anadol.

Gabriel von Roda
Product Operations

Web3.0 Impact Advocate.
Strategist and Product role-out & go-to-market veteran.
Problem Solver.

Jan Schar
IOT Device Lead Expert

Leader in merging Physical & Digital to create a smarter, efficient and more sustainable future.

At the forefront of harnessing the potential of the Internet of Things (IoT)

Dennis Smalianyi
Chief Technology Officer

Blockchain and NFT enthusiast, seasoned software engineer, engaging speaker, and a well-versed token and NFT launch expert.

INVESTORS & PARTNERS

animoca BRANDS

Trovio

HOFA

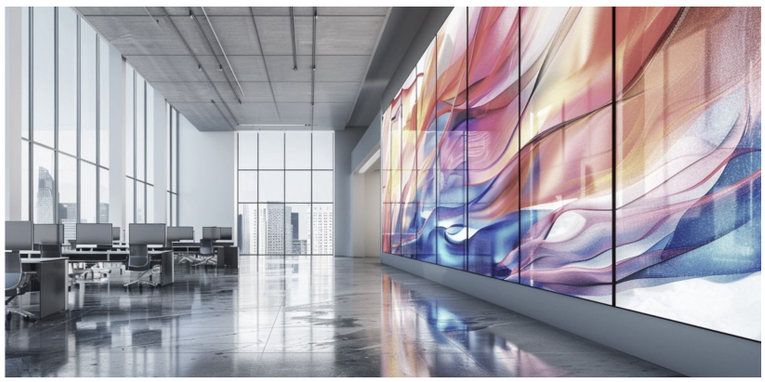
MAGIC EDEN

BLOCKCHAIN CONNECTIVITY & ROYALTIES

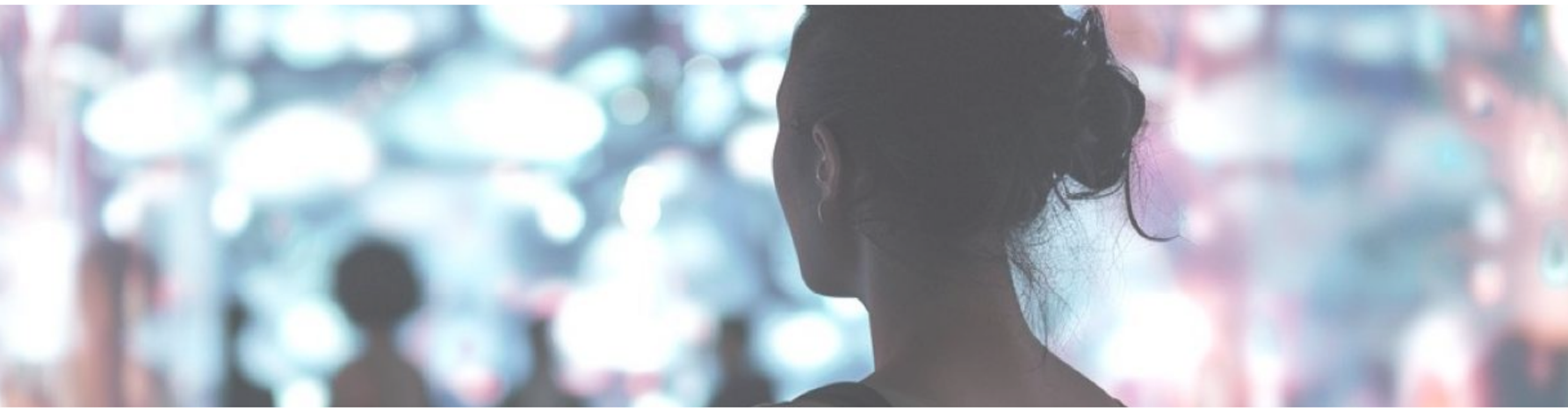
EMTN offers a blockchain platform fully compatible with Ethereum and other major EVM chains, thanks to its decentralized bridge. Additionally, its features enable dApps to perform verified processing with zero-knowledge proofs, connecting off-chain data sources with blockchain applications seamlessly.

The EMTN.ai App offers a discreet and intuitive way to access our content, adapt to the user's surroundings and activities, detect and process real-time data to allow the system to adapt content dynamically, offering a truly personalised experience.

Artist-led: Our platform distributes royalties to artists upon each subscription fee paid by a user, fully on-chain, using credit card, Apple Pay, Google Play and all major crypto tokens (ETH, USDC).



Fully integrated with OpenAI API,
enhancing Blockchain infrastructure on Ethereum.



NODE SALE

Terms & Conditions

Effective as of 24 April 2024

Please read these Node Sale Terms and Conditions (these "Terms") carefully before purchasing an ERC-721 token required to operate one or more checker (validator) nodes (the "Nodes") on the Emotion Network (EMTN) ("EMTN"). By checking the box "I agree," purchasing one or more Nodes or otherwise accessing or using a Node, you agree that you have read, understood, and accepted all of the terms and conditions contained in these Terms. Any reference to the "Company," "we," "our," and their derivatives means Rollup Chains Ltd.
Eligibility Requirements. To be eligible to purchase, access or use a Node, you must satisfy each of the following eligibility requirements:
(a) You are at least eighteen (18) years of age, or are the age of majority in the country in which you reside to enter into legally binding agreements under applicable law;
(b) You are not, nor are you an entity that is, or an entity owned or controlled by any person or entity that is, or conducting any activities itself or on behalf of any person or entity that is: (i) a "U.S. person" as defined in Rule 902 of Regulation S (ii) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State or any other governmental authority with jurisdiction over the party; (iii) identified on the Denied Persons, Entity, or Unverified Lists of the U.S. Department of Commerce's Bureau of Industry and Security; or (iv) located, organized, or resident in a country or territory that is, or whose government is, the subject of economic sanctions by the US, EU or UN (each, a "Restricted Person"); and
(c) You complete requisite know-your-customer ("KYC") checks to the satisfaction of the Company or a third-party KYC provider engaged by the Company and in accordance with applicable anti-money laundering ("AML") and counter terrorist financing ("CTF") regulations, including, but not limited to, by providing personal data such as your legal name, date of birth, address, and a copy of your government-issued identification such as a passport or driver's license.
cssCopy code
To the extent that you are unable or unwilling to complete KYC checks in accordance with applicable AML and CTF regulations, or if you are a Restricted Person or under the age of majority in the country in which you reside, the Company reserves the right to cancel your purchase of the Nodes and refund your payment to you without recourse to the Company.
Use of Nodes.

(a) Subject to the terms and conditions of these Terms, you may use the Nodes to contribute to the maintenance and integrity of EMTN's decentralized infrastructure.
(b) In order to operate a Node, you will need to connect an EMTN compatible third-party blockchain wallet ("Wallet"). You are solely responsible for maintaining the security of your Wallet, including any associated credentials, private key, and seed phrase. We do not offer Wallet software or custody of any crypto assets on behalf of you. Furthermore, in no event shall we transfer, exchange, safekeep, or administrate any crypto assets on behalf of you. Your use of a third-party Wallet is subject to separate terms and conditions established by the Wallet provider.
(c) You may receive units of EMTN's native token ("$EMTN Tokens") from EMTN as a reward for contributing to the security of EMTN ("Network Rewards"). All such Network Rewards are programmatically distributed to Node operators by EMTN or any relevant smart contract system on EMTN. Additionally, some or all of your Network Rewards may be programmatically destroyed as a penalty imposed by EMTN or the relevant smart contract system on EMTN (a "Slashing Penalty") in certain instances. Please refer to the EMTN documentation for more details. We are not responsible or liable for any Network Rewards or Slashing Penalties that result from your use of the Nodes. We will not be liable for any acts or omissions by you in connection with your Wallet or as a result of any cyber incident or security vulnerability that impacts your Wallet.
Lock-Up Terms. From the time the Nodes are received by you, each Node will be subject to a programmatic absolute bar on transfers, sales, and dispositions until the 12-month anniversary of the $EMTN Token generation event (the "Transfer Restrictions"). Thereafter, the Nodes will be released from the Transfer Restrictions in their entirety such that you may transfer and dispose of the Nodes at your discretion. For the avoidance of any doubt, the Nodes may be used for checker (validator) activities that secure EMTN while subject to the Transfer Restrictions.
Intellectual Property. All aspects of any intellectual property rights owned by us, including, without limitation, any works of authorship, trademarks, features, or functionality, and other intellectual property owned by us (collectively, "IP"), are owned by ourselves, our affiliates, licensors, or other providers of such material and are protected by applicable copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. "EMTN" and all related names, logos, product and service names, designs, and slogans are trademarks of ourselves or our affiliates or licensors. You are not permitted to use such marks without the prior written permission of us, and we reserve all rights.
Prohibited Activities. You may use the Nodes only for lawful purposes and in accordance with these Terms. You agree that your use of the Nodes is at your own risk and that you will not use the Nodes to violate any applicable law, regulation, or instructions as outlined in these Terms, and you will not encourage or enable any other individual to do so.
In addition to the above obligations, you agree not to:
(a) engage in any activities that negatively affect the technical performance of the Nodes or EMTN, bypass or circumvent security features of the Nodes or EMTN, or otherwise disrupt or interfere with the functioning of the Nodes or EMTN;
(b) access data not intended for you or logging onto a server or an account which you are not authorized to access;
(c) disable, remove, defeat, or avoid any security device or system;
(d) attempt to probe, scan, or test the vulnerability of the Nodes or EMTN, or to breach security or authentication measures without prior written authorization from the Company;
(e) attempt to interfere with service to any Node operator, host, or network, including, without limitation, via means of submitting any malware or computer programming routines that may damage, disrupt, interfere with, intercept, or expropriate any system or data, or overloading, "flooding," "spamming," "mailbombing," or "crashing" the Nodes or EMTN;
(f) forge any transmission control protocol/Internet protocol packet header or any part of the header information in any email or posting;
(g) willfully provide false, misleading, or inaccurate information to EMTN;
(h) otherwise violate or attempt to violate the security or proper working of the Nodes or EMTN;
(i) disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code of the Nodes;
(j) knowingly introduce into the Nodes or EMTN any malicious code, computer virus, spyware, scareware, Trojan horses, worms, malware, or any other similar harmful, malicious, or hidden programs or data;
(k) use the Nodes or EMTN to infringe upon, violate, or misappropriate any third party's intellectual property rights;
(l) use the Nodes or EMTN to engage in illegal activity of any kind, including, without limitation, any activity that would violate, or assist in violation of, any law, statute, ordinance, regulation, or sanctions programs administered under any applicable law, including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control, or which would involve proceeds of any unlawful activity;
(m) engage in any activity that may be defamatory, trade libelous, threatening, or harassing, or may result in injury, death, property damage, nuisance, or liability of any kind; and
(n) authorize or permit any third party to engage in any of the foregoing.
For the avoidance of doubt, the restrictions set forth in this Section are in addition to, and in no way limit, any other restrictions or obligations applicable to you set forth in these Terms.
Risks.
You acknowledge that the Nodes and EMTN incorporate experimental and novel technology and that the use of such technology involves a high degree of risk. For example, there are numerous reasons the Nodes or EMTN could fail in an unexpected way, resulting in the total and absolute loss of your $EMTN Tokens or other crypto assets held on EMTN. You hereby agree that you assume all risks in connection with your use of the Nodes and EMTN and expressly waive and release the Company from any and all liability, claims, causes of action, or damages arising out of or in any way relating to you obtaining or using the Nodes and EMTN.
You understand and accept the risk of operational challenges related to the Nodes and EMTN. For example, EMTN may experience cyber-attacks, unexpected surges in transaction volume or activity, or other operational or technical difficulties or vulnerabilities that may cause interruptions related to your use of the Nodes or EMTN. You agree to accept the risk of a failure of the Nodes or EMTN resulting from unanticipated or heightened technical difficulties or vulnerabilities, including those resulting from cyber-attacks. You agree not to hold the Company accountable for any related losses.
You understand that, as of the date of the sale of the Nodes to you, EMTN remains under development and that there is a risk that EMTN will not launch at all.
You agree that the Company is not responsible for any $EMTN Tokens or other crypto assets that you receive, transfer, hold, stake, lose, or otherwise use or misuse in connection with the Nodes or EMTN. Legal and regulatory requirements applicable to use of the Nodes may vary from jurisdiction to jurisdiction. You acknowledge and agree that you are solely responsible for evaluating the legality of using the Nodes in your jurisdiction. The Company is not responsible for determining whether or which laws and regulations may apply to you or your use of the Nodes.
Disclaimer of Warranties.
You expressly agree that your use of the Nodes and EMTN is at your sole risk. The Nodes and EMTN and all software, information, content, materials, and products included in or otherwise made available to you through the Nodes and EMTN are each provided by the Company on an "as is" and "as available" basis.
To the fullest extent permitted by applicable law, the Company disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including, without limitation any warranties of merchantability, non-infringement, and fitness for particular purpose and any warranties arising from a course of dealing, course of performance, or usage of trade. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Nodes, EMTN, or electronic communications sent from the Company regarding the Nodes or EMTN will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the foregoing will be free of viruses or other harmful components, or that the Nodes or EMTN will otherwise meet your needs or expectations.
Limitation of Liability.
To the fullest extent permitted under applicable law, in no event will the Company Parties (defined below) be liable for damages of any kind, under any legal theory, arising out of or in connection with these Terms or relating to the Nodes or EMTN, including any indirect, special, incidental, consequential, exemplary, or punitive damages, including, without limitation, personal injury, pain and suffering, emotional distress, diminution in value, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.
To the fullest extent permitted under applicable law, in no event will the Company's total liability arising out of or in connection with these Terms or relating to the Nodes or EMTN exceed one hundred United States Dollars ($100.00). The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between the Company and you.
Indemnification.
You agree, at your own expense, to indemnify, defend, and hold harmless the Company and its affiliates, licensors, and service providers, and its and their respective owners, members, agents, directors, officers, employees, contractors, agents, licensors, suppliers, representatives, affiliates, successors, and assigns (collectively, "Company Parties") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or in connection with your breach of these Terms, your violation of any law or regulation, or your use of the Nodes. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defense.
If you have a dispute with one or more users of the Nodes or other third parties, you release the Company Parties from all claims, liabilities, damages, losses, costs, expenses, or fees of every kind and nature arising out of or in any way connected with such disputes.
Binding Individual Arbitration.
Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA"), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitration shall be English. You and the Company agree to submit all Disputes between you and the Company to individual binding arbitration. "Dispute" means any dispute, claim, or controversy between you and the Company that relates to these Terms, the Nodes, or EMTN, including, without limitation, the validity, enforceability, or scope of this Section 10.
Time Limit. If a Dispute must be arbitrated, you or the Company must start arbitration of the Dispute within one (1) year from when the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than one (1) year after the Dispute first arose, you must start arbitration in that earlier time period. The Company encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. The failure to provide timely notice will bar all claims.
Prevailing Party. In any Dispute, the arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.
Injunctions. Any material breach by you of these Terms could cause the Company irreparable harm for which it has no adequate remedies at law. Accordingly, the Company is entitled to seek specific performance or injunctive relief for any such breach. Nothing in this Section 10 will preclude the Company from seeking specific performance or injunctive relief from a court of appropriate jurisdiction.
Termination.
We may terminate these Terms, at our sole discretion, at any time and without notice to you. This Section 11 (Termination) and Sections 4 (Intellectual Property), 6 (Risks), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Indemnification), 10 (Binding Individual Arbitration) and 12 (General Provisions) will survive such termination.
General Provisions.
Governing Law. All matters relating to the Nodes, EMTN, or these Terms and any related Dispute will be solely and exclusively governed, construed, and enforced in accordance with the laws of the British Virgin Islands, without giving effect to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.
Electronic Communications and Notices. By accessing or using the Nodes, you consent to receive electronic communications. The Company may provide you with notice and other communications via electronic communications. All notices will be deemed effective upon dispatch.
Waivers. For a waiver to be deemed effective, the waiver must be in a writing signed by the Company. No waiver by the Company of any term or condition set out in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms will not constitute a waiver of such right or provision.
Cumulative Rights. The rights and remedies of the parties under these Terms are cumulative, and each party may exercise any of its rights and enforce any of its remedies under these Terms, along with all other rights and remedies available to it at law, in equity, or otherwise.
Severability. If any provision of these Terms is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then the validity, legality, and enforceability of the remaining provisions contained herein will not be affected thereby, and the remainder of the provisions of these Terms will remain valid, legal, and enforceable to the fullest extent permitted by law.
Force Majeure. The Company will have no liability for any failure or delay resulting from any condition beyond our reasonable control, including, without limitation, governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet or blockchain network disturbances.
Successors and Assigns. You may not transfer or assign these Terms or any rights or obligations hereunder, by operation of law or otherwise, and any such attempted assignment will be void. The Company reserves the right to freely transfer or assign these Terms and the rights and obligations hereunder to any third party at any time without your consent and prior notice to you. If you object to any such transfer or assignment, you may stop accessing and using the Nodes.
Relationship of the Parties. Nothing contained in these Terms will constitute you and the Company as members of any partnership, joint venture, association, syndicate, unincorporated business, or similar assignment as a result of or by virtue of the relationship established by these Terms.
Third-Party Beneficiaries. The Company designates its affiliates as third-party beneficiaries having the right to enforce these Terms. No other person will assert any rights as a third-party beneficiary hereunder.
Amendments. These Terms may be modified or revised at any time, with or without prior notice to you. You waive any right you may have to receive specific notice of such modifications or revisions. The most current version of these Terms will be posted on https://www.emtn.xyz/ or any sub-URL of such a website (the "Website") with the "Effective Date" revised at the top. Any modifications or revisions will be effective immediately upon posting the modifications or revisions to the Website. You are expected to check the Website from time to time, so you are aware of any changes. If you continue to access or use the Nodes, or purchase, access, or use a Node, following the posting of revised version of these Terms, you are signifying that you accept and agree to the changes. If you do not agree to these Terms then in effect, you must immediately discontinue access to and use of the Nodes.
Entire Understanding. These Terms constitute the entire understanding between you and the Company, and supersedes all previous communications, understandings, representations, warranties, or agreements, whether written or oral, with respect to the subject matter hereof.