TERMS OF SERVICE ("Terms")

Valid after September 30, 2024

GENERAL PROVISION

1. These Terms govern your access to and use of the Mainnet network provided by Data Lake ("Mainnet") and services and tools made available by us on the Mainnet or in connection with Mainnet ("Mainnet Services").

2. Subject to your acceptance and compliance with these Terms, you may use the Mainnet and our Mainnet Services on a non-assignable, non-transferrable basis solely for your personal use. If you access the Mainnet or our Mainnet Services through your computer's command line interface or any other method, these Terms also apply to you.

3. Mainnet is provided as a free service. Nevertheless, Data Lake may charge a fee for providing certain Mainnet Services. You agree to pay all fees associated with the use of the Mainnet Services and, if applicable, you authorize Data Lake to automatically deduct such fees from your form of payment.

4. Data Lake will require the payment of a transaction fee (gas fee) for every transaction that occurs on the Mainnet. The exact gas fee is determined by many factors such as supply, demand, and network capacity at the time of the transaction.

5. Mainnet Services include:

   a. providing a website for tracking transactions: https://explorer.data-lake.co/ ("Explorer"),

   b. providing an endpoint JSON RPC URL: http://rpc.data-lake.co/ through which a communication with the given network can be established,

   c. providing other services available through Explorer,

   d. allocating the DATA LAKE Tokens (" $LAKE tokens").

6. By using Mainnet or any of Mainnet Services you acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept or agree to these Terms, you are not allowed to access or use any Mainnet Services, and must immediately discontinue any use thereof.

7. By using Mainnet or any of Mainnet Services you acknowledge and agree that there are risks associated with utilizing an Internet-based service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction. You acknowledge and agree that Data Lake will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Mainnet Services, however caused.

ELIGIBILITY

To be eligible to access and use Mainnet and Mainnet Services, you must:

    a. be able to form a legally binding agreement with us on the terms herein set forth;

    b. if individual, be at least 18 (eighteen) years of age, or of such higher age required to enter into a binding agreement with us on the terms set out herein according to the laws of the jurisdiction where you reside;

    c. if an individual who is acting for or on behalf of an entity,

        i. be duly authorized by such entity to act on its behalf for the purpose of entering into these Terms;

        ii. represent and warrant that the entity is duly registered and validly existing under the laws of the jurisdiction where it is established;

    d. have sufficient understanding and experience of the functionality, usage, storage, transmission mechanisms and intricacies associated with digital cryptographic tokens of any kind, including cryptocurrencies, implemented on blockchain, digital cryptographic tokens storage facilities, including wallets, and distributed ledger technology (blockchain) in general.

2. If you determine that you do not meet any of the aforementioned eligibility requirements, you must immediately suspend your access to and use of Mainnet Services until the respective restricting circumstances cease to exist.

EXPLORER

3. Explorer is essentially an analytical tool allowing users to keep track of $LAKE tokens, smart-contracts and wallet balances and access certain data about blockchain transactions. You should always do your own thorough research before interacting with the Explorer and any use thereof shall always be at your own risk.

4. When using Mainnet Services, you may connect your wallet through one of the compatible third-party services. The wallets constitute a third-party service and we are not responsible for, do not endorse, shall not be held liable or responsible in connection therewith. We do not make any warranties, whether express or implied, as to the wallets used by you in connection with Mainnet Services or otherwise. When using wallets, you should review applicable terms and policies that govern your use thereof.

5. We do not have access to or control over your wallets or tokens held in such wallets. You are solely responsible for securing your tokens, wallets and credentials thereto. We will not be liable for any losses or damages, including consequential, incidental, or indirect damages, arising from unauthorized use of your wallet,or any credentials thereto, or if you failed to ensure confidentiality of your credentials.

YOUR WARRANTIES AND REPRESENTATIONS

6. By entering into these Terms, you expressly represent and warrant to us that:

    a. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with $LAKE tokens, digital asset storage facilities, including wallets, and distributed ledger technology (blockchain) in general;

    b. any wallet used by you in connection with Mainnet Services is either owned by you, or that you are validly authorized to carry out actions using such wallet;

    c. you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your $LAKE tokens or other funds in any manner;

    d. accessing and/or using Mainnet Services is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject;

    e. you acknowledge that the use of Mainnet Services may not be profitable, fit for a particular purpose, or be suitable for you.

OUR WARRANTIES AND REPRESENTATIONS, LIABILITY

7. Data Lake makes no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, fitness for a particular purpose or any warranties implied by any course of performance or usage of trade, with respect to Mainnet Services, except for the implied warranty to render Mainnet Services with reasonable care and skill, which shall be in lieu of any other representations and warranties hereunder, all of which are expressly disclaimed and denied.

8. The Explorer derives information about blockchain transactions, blocks, smart-contracts, address balances and other data from the blockchain network(s) and related software in an automated manner, which means that such information is not verified or checked manually. We make no warranty, whether express or implied, that any such information is correct, complete, up-to-date, accurate or sufficient. In each case, you should solely evaluate whether to use or rely on any information made available through or in relation to the Explorer. You shall always do your own thorough research before making any decision.

9. When using Mainnet Services, you may view or interact with the third-party content and third-party services. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the third-party content or third-party services, do not endorse, recommend or solicit to use, and are not responsible for any such third-party content or third-party services. Your use of such content or services and your interactions with third parties that are linked to are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred

by you as the result of, or in connection with accessing or using any third-party content or third-party services.

10. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the third-party products. Any use of the third-party products shall always be at your own risk and discretion.

11. To the maximum extent permitted under the applicable law, in no event shall Data Lake be liable or responsible for any indirect, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with:

    a. these Terms or their violation,

    b. the use or inability to use Mainnet Services,

    c. a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via services or otherwise, or any other unauthorized third-party intervention in the operation thereof,

    d. your use or reliance on any information derived from the blockchain network(s) and related software, and made available to you through the Explorer as well as any consequences of your decisions made by using or relying thereon, including possible losses and damages.

12. Mainnet Services may be inaccessible or inoperable from time to time for any reason, including, for example, equipment malfunctions, maintenance procedures or repairs, force majeure, disruptions, hacker or malware attacks, and temporary or permanent unavailability of the underlying software or blockchain infrastructure, and/or unavailability of the respective third-party services. In the aforementioned cases, the access or use of Mainnet Services may be prevented or limited without notice. We do not warrant or guarantee that Mainnet Services will operate and/or be available at all times without disruption or interruption, or that Mainnet Services will be immune from unauthorized access, bug-, virus-, or error-free.

DURATION, MODIFICATION

13. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of Mainnet Services.

14. We may from time to time and without prior notice make certain updates, improvements, or modifications to Mainnet Services, including, but not limited to, updates to the underlying software, infrastructure, security protocols, technical configurations, functionality, financial structure, or service features, and we shall not be in any case held liable with respect to any such update.

INTELLECTUAL PROPERTY

15. We and our licensors retain all ownership, right and title (present and future) in and to any data, information, content, or any other materials related to Mainnets Services, including all derivative works thereof, that are created, written, published, or delivered by us or by a third party on our behalf.

16. You hereby grant us a non-exclusive, royalty-free, worldwide, irrevocable, Sub-licensable, and transferable license to use and display any content, data, information, or materials (excluding any personal information) that you upload or submit to us using Mainnet, Mainnet Services or otherwise.

17. You can give us any comments, suggestions, recommendations, or other feedback in connection with or relating to Mainnet Services ("Feedback"). By providing Feedbacks in relation to Mainnet Services, you grant us a non-exclusive, irrevocable, royalty-free, perpetual, fully paid up, worldwide licence (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, commercialise, create derivative works from your Feedback and the right to assign these rights to third parties in whole or in part. We may use, reproduce, disclose, make publicly available and otherwise exploit any of your Feedbacks at our sole discretion, without restrictions or any obligations to you.

PERSONAL DATA

18. By accessing and using Mainnet Services, you understand and accept that we may (or a third party will on our behalf) monitor and analyse your activities, and use, extract, copy and disseminate any of your data and materials (whether now or in the future) to help us conduct research, analytics, tests and future developments in relation to the Mainnet and our services and any other applications, systems, network, database, services or products and create future commercial services and products. You agree that you will not make any claims of any nature whatsoever in relation to the foregoing, including disputing our ability to monitor and analyse your activities and use, extract, copy and disseminate your data and materials or transfer your data and materials to a third party for such purpose.

19. Given the public nature of blockchain technology, anything that you deploy in Mainnet blockchain enters the public domain and is potentially visible to any person. You shall ensure that you only enter data onto Mainnet blockchain that is permitted to be disclosed publicly and is not confidential or subject to any privacy or confidentiality obligation or undertaking.

20. We collect and process your personal data in accordance with our Privacy Policy (https://data-lake.co/privacy-policy/) and in accordance with the following provisions on how to process "on-chain" data..

21. "On-chain" operations refer to those operations that occur on a blockchain and are permanently recorded on the records of the blockchain.

22. Any information that you attach to an "on-chain" operation may be viewed by the public, meaning that others will have access to this content and it may be viewed, collected and used by others. Further, due to the nature of blockchain technology, information that is recorded "on-chain" cannot practically be corrected or revised.

23. When you use any token platform, you are able to attach reference information to the token you are creating. A hash of the reference information will be attached to the token and will be recorded on each settlement of the token using the applicable blockchain. The hash will enable others to locate the token reference information that you attached. As a result, we advise that you not include information that may identify you or others in the token reference information.

24. When you configure a token, certain token details that you choose to associate with the token such as its name and symbol appear on-chain when the token is used. As a result, we advise that you not include information that may identify you or others in your token configuration details.

25. When you configure a token using smart contracts, the public address that you provide appears on-chain in association with that operation. Likewise, when you initiate an on-chain operation, your public address appears on-chain in association with that operation. This information is stored on-chain along with information regarding the operation, such as the time of the operation, the amount transferred, a reference to the information you choose to associate with the token, and, if you choose, your jurisdiction.

26. If you choose to voluntarily disclose personal information in an "on-chain" operation, that information will be available to the public (for example, anyone who views the public blockchain). We will not be able to control how members of the public access or use such information, nor can it be deleted as it is released outside of our control. Think carefully and use caution relating to the disclosure of any personal information before you request any operations to be processed "on-chain".

FINAL PROVISIONS

27. We reserve the right, in our sole discretion, to block, prevent or restrict any user from using any Mainnet Services as we deem appropriate. In particular, we may block, prevent, or restrict access to users that violate, in our opinion, these Terms.

28. We may terminate your access to or use of any Mainnet Services at any time without notice to you if we believe, in our sole discretion, that you have breached, or may breach, any term of condition of these Terms, or for our convenience.

29. You may electronically communicate with us by sending communications to the following email address office@data-lake.co.

30. We may modify, supplement or update these Terms from time to time at our sole and absolute discretion. If we make changes to these Terms, we will notify you of such changes by updating these Terms and the "Last Updated" date at the top of this document. Unless otherwise notified by us, updated Terms shall be effective

immediately, and your continued use of Mainnet Services will confirm the acceptance of such updated Terms.

31. In matters not regulated in these Terms, the Terms and Conditions (https://app.data-lake.co/documents/tos-eng.pdf) shall apply.

32. Any capitalized terms not defined in this document have the meaning given to them in the above mentioned Terms and Conditions.

33. To the extent there are any conflicts between these Terms and the above mentioned Terms and Conditions, these Terms shall prevail.