

## TERMS OF SERVICE (“Terms”)

Valid after July 1, 2024

### GENERAL PROVISION

1. These Terms govern your access to and use of Data Lake testnet network (“Testnet”) and services and tools made available by us on the Testnet or in connection with Testnet (“Testnet Services”).
2. Testnet is provided as a free service for the purpose of enabling users to test Testnet and our Testnet Services in a non-production environment. Subject to your acceptance and compliance with these Terms, you may use the Testnet and our Testnet Services on a non-assignable, non-transferrable basis solely for your personal use. If you access the Testnet or our Testnet Services through your computer’s command line interface or any other method, these Terms also apply to you.
3. Testnet Services include:
  - a. providing a website for tracking transactions: <https://explorer.data-lake.co/> (“Explorer”),
  - b. providing an endpoint JSON RPC URL (“RPC”) through which a communication with the given network can be established,
  - c. providing other services available through Explorer,
  - d. allocating the test tokens: \$mLAKE (Data Lake Mokotow Testnet Token) (“Testnet Tokens”).
4. By using Testnet or any of Testnet 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 Testnet Services, and must immediately discontinue any use thereof.
5. By using Testnet or any of Testnet Services you acknowledge and agree that use of Testnet and Testnet Services is entirely at your sole risk. All information and materials published, distributed or otherwise made available on Testnet including Testnet Services are provided for non-commercial, personal use and testing purposes only.

### ELIGIBILITY

To be eligible to access and use Testnet and Testnet 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;
  - e. comply with these Terms.
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 Testnet Services until the respective restricting circumstances cease to exist.

## TESTNET TOKENS

3. If you wish to receive Testnet Tokens, you must complete and submit the form provided. Enter your full and true information in the form, otherwise we will not be able to provide you with Testnet Tokens.
4. You can get a maximum of 10 Testnet Tokens per day. This means that after you receive 10 Testnet Tokens, you cannot apply again for another 24 hours.
5. In order to receive Testnet Tokens, you need to hold a balance of at least 1000 LAKE Tokens at the time of requesting your Testnet Tokens in the wallet you are requesting the tokens for.
6. After we receive your application for Testnet Tokens, we verify that you meet the conditions for using Testnet Services. You can get Testnet Tokens only in case of positive verification.
7. We transfer Testnet Tokens to your wallet within a maximum of 3 days after you submit your application (submit the form).
8. Even if you pass the verification, we may decide not to grant you Testnet Tokens. We do not have to justify our decision.
9. We may at any time vary the number of Testnet Tokens to be allocated to you, revoke or restrict your ability to use any of your Testnet Tokens or end the issuance of Testnet Tokens.
10. All Testnet Tokens can be used solely within the Testnet and the Testnet Services.
11. All Testnet Tokens are temporary in nature and can only be used for a limited period of time that is stipulated by us. We also reserve the right to void or upgrade Testnet and void any Testnet Tokens allocated to any user at any time.

12. Testnet Tokens have no economic or monetary value and cannot be exchanged for cash, cash equivalent, or other tokens or cryptocurrencies. You shall not attach any value to any Testnet Token and you are prohibited from using any Testnet Tokens for any purposes other than to access and use of Testnet and Testnet Services. Without limitation, you must not make Testnet Tokens available for trade on any cryptocurrency exchange, offer Testnet Tokens for rent, lease, sale, or trade in any manner, or attempt to do any of the foregoing.
13. We may add, modify, or remove any feature, functionality, or usability of any Testnet Token.
14. Testnet or Testnet Services does not provide you with, nor should be used for creation, configuration or management of security tokens with any economic value or purpose. Any tokens created on Testnet or using Testnet Services are for test purposes only and not real (i.e. not a digital representation of a real security).

## EXPLORER

15. Explorer is essentially an analytical tool allowing users to keep track of \$mLAKE 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.
16. When using Testnet 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 Testnet Services or otherwise. When using wallets, you should review applicable terms and policies that govern your use thereof.
17. We do not have access to or control over your wallets or Testnet Tokens held in such wallets. You are solely responsible for securing your Testnet 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

18. 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 Testnet Tokens, Digital Asset storage facilities, including wallets, and distributed ledger technology (blockchain) in general;

- b. any wallet used by you in connection with Testnet 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 Testnet Tokens or other funds in any manner;
- d. accessing and/or using Testnet 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 Testnet Services may not be profitable, fit for a particular purpose, or be suitable for you.

#### OUR WARRANTIES AND REPRESENTATIONS, LIABILITY

19. 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 Testnet Services, except for the implied warranty to render Testnet 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.
20. 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.
21. When using Testnet 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.
22. 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.

23. 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 Testnet 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.
24. Testnet 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 Testnet Services may be prevented or limited without notice. We do not warrant or guarantee that Testnet Services will operate and/or be available at all times without disruption or interruption, or that Testnet Services will be immune from unauthorized access, bug-, virus-, or error-free.

#### DURATION, MODIFICATION

25. Testnet Services are to be available until no later than September 30, 2024.
26. 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 Testnet Services.
27. We may from time to time and without prior notice make certain updates, improvements, or modifications to Testnet 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

28. 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 Testnets Services,

including all derivative works thereof, that are created, written, published, or delivered by us or by a third party on our behalf.

29. 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 Testnet, Testnet Services or otherwise.
30. You can give us any comments, suggestions, recommendations, or other feedback in connection with or relating to Testnet Services ("Feedback"). By providing Feedbacks in relation to Testnet 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

31. By accessing and using Testnet 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 testnets 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.
32. Given the public nature of blockchain technology, anything that you deploy in Testnet blockchain enters the public domain and is potentially visible to any person. You shall ensure that you only enter data onto Testnet blockchain that is permitted to be disclosed publicly and is not confidential or subject to any privacy or confidentiality obligation or undertaking.
33. 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..
34. "On-chain" operations refer to those operations that occur on a blockchain and are permanently recorded on the records of the blockchain.
35. 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.

36. 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.
37. 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.
38. 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.
39. 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

40. We reserve the right, in our sole discretion, to block, prevent or restrict any user from using any Testnet Services as we deem appropriate. In particular, we may block, prevent, or restrict access to users that violate, in our opinion, these Terms.
41. We may terminate your access to or use of any Testnet 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.
42. You may electronically communicate with us by sending communications to the following email address [office@data-lake.co](mailto:office@data-lake.co).
43. 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 Testnet Services will confirm the acceptance of such updated Terms.
44. In matters not regulated in these Terms, the Terms and Conditions (<https://app.data-lake.co/documents/tos-eng.pdf>) shall apply.

45. Any capitalized terms not defined in this document have the meaning given to them in the above mentioned Terms and Conditions.
46. To the extent there are any conflicts between these Terms and the above mentioned Terms and Conditions, these Terms shall prevail.