

## **DOP Testnet Terms and Conditions**

Last modification: December 6, 2023

These Terms and Conditions for the DOP Testnet (the "Terms") govern your access to and utilization of the websites, platforms, software, technologies, features, and other online offerings (collectively referred to as the "Services") offered by DOP. These services are provided or presented by DOP (the "Company," "DOP," or "we") specifically for the testnet version of DOP ("Testnet").

### **Acceptance of Terms**

By accessing, utilizing the Services, or engaging in our Testnet, you hereby consent to these Terms, DOP's Privacy Policy, and any other stipulations or conditions as promulgated by the Company. These Terms establish a legally binding contract between you and the Company. Should you dissent from these Terms, you must refrain from using the Services and leave the Testnet immediately. For inquiries pertaining to these Terms, the Services, or the Testnet, kindly reach out to us at [legal@DOP.com](mailto:legal@DOP.com).

Should you access or engage in the Testnet acting on behalf of a corporate entity or any other juridical body (for instance, your employer), you hereby attest and affirm that you possess the requisite authority to commit said entity to these Terms. In such circumstances, references to "you" or "your" shall also pertain to said corporate or juridical body.

Your involvement in the Testnet is purely discretionary. However, if you choose to engage in the Testnet, strict compliance with these Terms is imperative.

NOTICE: It is imperative to meticulously review these Terms as they dictate your engagement with the Testnet. Embedded within these Terms are crucial clauses, inclusive of a binding arbitration mandate and a class action renunciation, both of which significantly influence your legal rights concerning dispute resolution.

### **Changes and Amendments**

The Company reserves the right to amend these Terms at its sole discretion. In the event of such amendments, the Company shall provide notification either by displaying the revised Terms on its official website or through any appropriate communication channels. It is incumbent upon you to periodically review these Terms periodically for any modifications. Your continued participation in the Testnet subsequent to the posting of amended Terms signifies your acceptance of and adherence to the updated provisions. Should you not concur with the amended Terms, you must cease any further participation in the Testnet.

### **Testnet Period**

The Testnet shall be inaugurated on a date as determined by the Company and shall persist until such time as it is dissolved at the sole discretion of the Company. Irrespective of any representations or information disseminated by the Company concerning the Testnet—whether through its official website, editorial content, or other communication mediums (including, but not limited to Telegram, Discord, or similar channels)—the Company retains the unequivocal right to modify, suspend, or terminate, in whole or in part, the Testnet, without prior notification and at its sole discretion, even preceding the distribution of any incentives or rewards.

The primary objective of the Testnet is to enhance the functionality, security, and design of the DOP mainnet, to identify and rectify potential challenges, and to refine user experiences in anticipation of the official launch of the DOP mainnet.

### **Criteria for Testnet Participation**

To be eligible for participation in the Testnet, you must satisfy the following conditions:

- (a) You must have attained the age of 18 years or above and possess the legal capacity to enter into a binding agreement with the Company;
- (b) You must not be under any sanctions imposed or enforced by any national or international authority, nor should you be listed on any roster of prohibited or restricted entities, inclusive of, but not limited to, those maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or any other pertinent governmental authority. Furthermore, you must neither be a citizen of nor domiciled within any nation or region subjected to comprehensive sanctions, including, but not limited to, Cuba, Democratic People's Republic of Korea, the Crimea, Donetsk, Luhansk regions, Iran, or Syria;
- (c) No legal prohibitions should preclude your participation under the laws applicable to you.
- (d) You must not be a citizen or a resident of the U.S.

Moreover, to qualify for any incentives or rewards associated with the Testnet, you (i) must be an individual, and (ii) must possess both a digital wallet and a Twitter account.

For engagement in the incentivized Testnet, participants are mandated to execute specific tasks, as solely determined by the Company. The Company may add or remit tasks at any time at its discretion. Inability to demonstrate compliance with the stipulated task may lead to the cessation of your involvement, ineligibility of any incentives or rewards, prohibition from future Testnet challenges, and other consequential actions.

### **Third-Party Services**

The Company uses third party service providers to perform certain features in the Testnet (the "Third-Party Services"). Any information available to the Company shall be automatically be available to such third parties, in the extent required to provide such services. Your access and use of such Third Party Services shall be governed solely by the terms and conditions of such Third Party Services, and the Company is not responsible or liable for, and make no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third Party Services. You irrevocably waive any claim against the Company with respect to such Third-Party Services. The Company is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services.

### **Rewards for Participation**

In connection with your involvement in Testnet, the Company, at its sole discretion, may offer certain incentives or rewards to qualifying participants who fulfill activities delineated on the Testnet website. The specifics of such incentives are detailed on the Testnet website and are subject to

amendment or modification at any given time. Potential rewards may encompass DOP tokens, subject to the following conditions:

- (a) To qualify for rewards, participants must fully execute all steps and activities as outlined on the website. It is expressly stated that incomplete adherence to the specified steps or activities will render a participant ineligible for rewards.
- (b) Any allocated DOP tokens will be disbursed subject and subsequent to the successful minting and launch of the DOP tokens.
- (c) U.S. citizens and residents are expressly excluded from receiving DOP tokens.
- (d) Each participant is restricted to a singular reward. Multiple completions of the activities by the same participant, even through varied wallets, will not grant entitlement to additional rewards.
- (e) For the avoidance of doubt, in order to actually receive any of the DOP tokens to be rewarded to participants, the participant will be required to claim the DOP tokens to the participant's digital wallet, as shall be instructed by the Company; in respect with such claim, third party fees (such as network and wallet fees) may be charged.
- (e) The claimable rewards may be subject to vesting over a certain period of time, at the Company's sole discretion.
- (e) The Company's representatives may send the Participants updates and reminders about the rewards on the means of communication provided by the Participants at the Testnet website.

Notwithstanding any information disseminated by the Company concerning Testnet, whether through its website, social media platforms, or other channels, the Company retains the right, at its discretion, to alter the quantity or nature of rewards or incentives, suspend, modify, or terminate any segment or the entirety of the rewards program without prior notification. Furthermore, the Company reserves the right to retract or reallocate any rewards earned by participants or decide against awarding any rewards to certain participants.

The Company expressly retains the authority to restrict your access to Testnet. Should you breach any provisions of the Terms, as solely determined by the Company, or neglect to furnish requisite data or provide inaccurate details, your eligibility to obtain rewards shall be nullified.

The Company further reserves the right to solicit information concerning, scrutinize, and probe all Testnet activities. Participants may be deemed ineligible if the Company ascertains that they have partaken in actions that are manipulative, deceitful, undertaken in bad faith, or that contravene Testnet's established standards and prerequisites.

By participating, you concur that any rewards or incentives procured shall be in consideration of your services rendered in evaluating the Testnet and the final mainnet.

DUE TO THE VOLATILE NATURE OF THE DIGITAL CURRENCIES MARKET IN GENERAL, AND THE EXTREMELY HIGH RISK ASSOCIATED WITH NEWLY ISSUED TOKENS IN PARTICULAR, THE COMPANY CANNOT GUARANTEE THE VALUE OF THE DOP TOKENS OR THAT THE DOP TOKENS WILL ACCRUE ANY VALUE AT ANY TIME IN THE FUTURE, AND ANY RISK OF FLUCTUATION OR REDUCTION IN PRICE SHALL BE BORNE SOLELY BY YOU.

### **Invite Your Friends Promotion**

Users who invite additional participants to join the Testnet may be eligible for extra rewards. To qualify for an increased reward, users must invite others who have not previously engaged in the Testnet. These invited users must enter the Testnet via a unique link generated specifically for the inviting user and meet all eligibility criteria outlined in these Terms, as well as any additional terms specified on the Testnet website.

The reward allocated to the inviting user will be subtracted from the reward designated for the invited user. Consequently, a user who participates in the Testnet through an invitation will receive a reduced reward compared to a user who joins the Testnet through a general link on the Testnet website.

All other terms and conditions outlined in these Terms regarding rewards for participation remain applicable to the rewards granted to inviting users.

### **Taxes**

You bear the sole responsibility for settling all tax obligations arising from your acquisition of any rewards, including, where relevant, DOP tokens. You commit to furnishing the Company with any supplementary data and to complete any pertinent tax or other requisite forms in relation to your receipt of said rewards.

Your involvement in Testnet may result in unfavorable tax implications. You hereby affirm that:

- (i) you have either sought counsel from a tax advisor of your choosing concerning your participation or have had the opportunity to do so but opted against it;
- (ii) the Company has not extended any tax guidance in relation to your participation; and
- (iii) you are not dependent on the Company for tax-related advice.

### **Security; Wallet**

You bear the sole obligation to ensure the security and management of all identification details, passwords, hints, Personal Identification Numbers (PINs), or any other access codes associated with your participation in Testnet. The Company expressly disclaims any liability for losses arising from any breach of your systems or wallet(s).

During specific stages of the Testnet, mainnet, or in the course of disbursing incentives/rewards, the Company may transmit or receive Testnet tokens or rewards to your designated wallet application. In such instances, you are exclusively accountable for the safeguarding and management of the private keys associated with your wallet(s). The Company neither manages nor retains, nor will it ever manage or retain, the private keys pertinent to your wallet(s). You assume responsibility for all actions undertaken through your wallet, irrespective of your awareness of such activities.

### **Updates; Monitoring**

The Company reserves the right to implement enhancements, modifications, or revisions to our Testnet, encompassing, but not restricted to, alterations and updates to the foundational software, infrastructure, security measures, technical specifications, or service attributes (hereinafter referred to as the "Updates") at its discretion. Your sustained access and utilization of our Testnet are contingent upon these Updates, and you are obligated to incorporate any patches, system advancements, rectifications, feature alterations, or other maintenance tasks stemming from such

Updates. The Company disclaims any liability for your failure to integrate and employ such Updates as delineated or mandated by us. While the Company is not bound to oversee access to or engagement with Testnet, it retains the prerogative to do so to facilitate the operation of Testnet, ensure adherence to the Terms, and to fulfill statutory obligations or other legal mandates.

### **Testnet; Testnet Tokens**

No Monetary Value. Within the scope of your engagement with the Testnet, you may amass "testnet tokens," potentially via a faucet. It is imperative to understand that these tokens neither possess nor will they ever transform into or accumulate to become mainnet tokens or any other form of tokens or virtual assets. Testnet tokens are purely virtual entities devoid of any monetary significance. They do not represent any form of currency or tangible asset and cannot be exchanged, reimbursed, or converted into any fiat or virtual currency or any item of value. Transferring Testnet tokens between users outside the Testnet is prohibited, and any endeavors to sell, barter, or relocate any Testnet tokens beyond the Testnet confines, or to secure any form of credit leveraging Testnet tokens, are strictly forbidden. Any such attempts shall be deemed null and void.

Modification. DOP retains the exclusive right to erase, purge, or otherwise eliminate the Testnet at any juncture without prior notification. This includes, but is not limited to, altering the existence, quantities, or any stipulations related to the Testnet tokens, all without incurring any liability towards you or other Testnet participants. DOP offers no assurance regarding the sustained provision of Testnet tokens for any predetermined duration, and you are cautioned against anticipating their perpetual availability. Should the Testnet be discontinued or terminated, you recognize and consent to the cessation of your access to and utilization of your Testnet tokens, leading to the eradication of all accumulated Testnet tokens from the Testnet infrastructure. Under no circumstances will Testnet tokens be transmuted into any prospective rewards proffered by DOP.

### **Intellectual Property Rights**

Your participation in our Testnet does not confer upon you any proprietary rights therein. All ownership, entitlement, and interests in and to our Testnet, inclusive of any and all modifications, enhancements, and improvements thereto, along with all associated intellectual property rights, shall exclusively vest with and remain the prerogative of the Company.

### **Feedback**

The Company appreciates and values feedback, observations, and recommendations for the betterment of the Testnet and associated technologies of the DOP protocol (referred to as "Feedback"). By providing Feedback, you hereby grant the Company an unrestricted, non-exclusive, transferable, global, perpetual, irrevocable, fully compensated, royalty-free license. This license, with the prerogative to grant sublicenses, permits the Company to exercise all intellectual property rights you possess or oversee, allowing the Company to utilize, replicate, alter, derive works from, and capitalize on the Feedback for any purpose, across any and all mediums or channels, whether currently recognized or identified in the future.

### **Prohibited Activities**

In your engagement with the Testnet, and unless explicitly stipulated within these Terms, you shall refrain from:

Executing any attacks that contravene the regulations or policies of your cloud service, data-center, or any relevant third-party service provider.

Disrupting or launching attacks against other users of the Services or the Testnet, unless specifically solicited by the Company as part of a security assessment or analogous challenge.

Jeopardizing, undermining, or causing harm to data or assets belonging to third parties.

Falsely representing yourself as another individual or entity, or misstating your association with any individual or entity.

Accessing accounts or data that are not your own, barring instances where you have received explicit authorization from the rightful owners.

Obstructing or endeavoring to obstruct the access of any user, host, or network, which includes but is not limited to disseminating viruses, overburdening systems, inundating with excessive traffic, spamming, or instigating or endorsing Sibyl attacks.

Commercializing or re-commercializing the Services.

Engaging with the Testnet from a jurisdiction disparate from your place of residence, as verified by the identification documents you provide.

Promoting or facilitating any individual or entity to engage in any of the aforementioned activities or to otherwise breach the Terms.

### **Compliance with Laws**

You hereby commit to adhering to all pertinent laws, statutes, regulations, and universally accepted norms or guidelines within the relevant jurisdictions, in relation to your involvement with Testnet. Where mandated by law, you bear the exclusive responsibility for procuring or submitting any endorsements, clearances, registrations, permits, or other regulatory approvals and shall act in accordance with the stipulations of such authorizations.

### **WARRANTY DISCLAIMERS**

THE COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND PERTAINING TO THE TESTNET. THE TESTNET IS PROVIDED ON AN "AS IS" BASIS, WITH ALL ITS FAULTS, AND WITHOUT ANY WARRANTIES WHATSOEVER. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A SPECIFIC PURPOSE, VALUE, UNINTERRUPTED USE, AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES THAT MIGHT ARISE FROM TRADE USAGE OR DEALING. The Company has neither committed to nor guaranteed the delivery of any prospective features or functionalities. All discussions regarding potential features or functionalities, whether before or after assenting to these Terms, are purely informational. The Company is under no obligation to realize any such features or functions. You confirm that your reliance has been solely on warranties explicitly mentioned in these Terms.

YOU RECOGNIZE AND ACCEPT THE INHERENT RISKS OF PARTICIPATING IN THE TESTNET, INCLUDING, AMONG OTHERS, POTENTIAL HARDWARE, SOFTWARE, AND INTERNET CONNECTION FAILURES, THREATS FROM MALICIOUS SOFTWARE, LOSS OF REWARDS, AND SECURITY VULNERABILITIES. YOU AGREE THAT THE COMPANY SHALL NOT BE HELD ACCOUNTABLE FOR ANY LOSSES, INTERRUPTIONS, ERRORS, DISTORTIONS, OR DELAYS YOU MIGHT ENCOUNTER DURING YOUR TESTNET PARTICIPATION, REGARDLESS OF THE CAUSE. THE COMPANY ASSUMES NO LIABILITY FOR YOUR ENGAGEMENT IN THE TESTNET.

The Company offers no assurance that the Testnet will align with your needs, be consistently available, secure, error-free, or devoid of viruses, flaws, or defects. The Company does not vouch for the quality, precision, punctuality, veracity, comprehensiveness, or dependability of any content associated with the Testnet. Any rewards or incentives, including tokens, you might receive as part of the Testnet could be valueless.

Furthermore, you acknowledge and agree that:

Accessing the Testnet might necessitate the use of personal computing or mobile devices, along with data communication and storage on such devices. You will bear any costs associated with internet connections or mobile services during your voluntary Testnet participation.

Specific data, including your on-chain transaction records, are public and accessible to all, including both participants and non-participants of the Testnet.

Security audits and other blockchain evaluations, whether conducted by the Company or third parties, will access user data. Such access might lead to data loss or provoke reactions from telecommunication entities and other third-party service providers.

#### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF USE, OR DATA LOSS ARISING FROM OR IN CONNECTION WITH THESE TERMS OR THE TESTNET PROGRAM, IRRESPECTIVE OF THE CAUSE AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, BE IT CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL OUR AGGREGATE LIABILITY, OR THAT OF OUR SUPPLIERS AND LICENSORS, FOR CLAIMS RELATING TO THESE TERMS OR THE TESTNET, EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100). Certain jurisdictions may not permit certain liability limitations, so the above stipulation might not be applicable to you.

THE AFOREMENTIONED DAMAGE EXCLUSIONS AND LIABILITY LIMITATIONS ARE ESSENTIAL COMPONENTS OF THE AGREEMENT ESTABLISHED BETWEEN THE COMPANY AND YOU.

#### **Indemnification**

To the maximum extent allowed by the prevailing law, you agree to indemnify, defend, and hold the Company, along with our subsidiaries, affiliates, and each of our respective directors, officers, agents, partners, and employees (collectively referred to as the "Company Parties"), harmless against any and all losses, liabilities, claims, demands, damages, expenses, or costs ("Claims") that arise from or relate to:

- (a) Your engagement with or use of the Services or the Testnet;
- (b) Any breach of these Terms on your part;
- (c) Any infringement, misappropriation, or violation of another's rights, including but not limited to intellectual property and privacy rights, attributable to you; or
- (d) Your behavior or actions in relation to the Services or during your involvement with the Testnet.

In the event of any third-party Claims, you commit to promptly inform the Company Parties, collaborate with them in defending against such Claims, and bear all associated fees, costs, and

expenses (including legal fees). Furthermore, you acknowledge that the Company Parties shall have the exclusive discretion to manage the defense or settlement of any third-party Claims. **Governing Law; Jurisdiction**

These Terms and any action related thereto will be governed by the laws of Singapore without regard to its conflict of laws provisions. The exclusive jurisdiction for all disputes will be in Singapore, and you and Company each waive any objection to such jurisdiction and venue.

### **Assignment**

You are prohibited from selling, assigning, or transferring any of your rights or obligations under these Terms without our explicit written approval. Any endeavor by you to assign or transfer these Terms without such authorization will be deemed null and void. We retain the right to assign or transfer these Terms, along with any associated rights or obligations, to any third party at our discretion. In accordance with the above stipulations, these Terms shall be binding upon and benefit both parties, as well as their respective successors and permitted assignees.

### **General Terms**

Nothing contained in these Terms shall be construed as establishing an employment, consultancy, joint venture, or partnership relationship between you and the Company. Should any provision of these Terms be deemed invalid or unenforceable by a competent court or arbitrator, such provision shall be interpreted to its broadest permissible extent, while the remaining provisions shall continue in full force and effect. These Terms represent the complete understanding between the parties concerning the subject matter and supersede all prior agreements, representations, and understandings. The headings in these Terms are solely for convenience and bear no legal or contractual significance. The term "including" shall be interpreted as "including, but not limited to."

Notices: All notifications or other communications by the Company under these Terms, including those pertaining to modifications, may be delivered by posting on the DOP website, blog, or through other channels such as forums, Telegram, Discord, etc.

Waiver of Rights: Any failure by the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. A waiver of any right or provision must be in writing and signed by an authorized representative of the Company. Unless explicitly stated in these Terms, the exercise of any remedies by either party under these Terms does not preclude them from pursuing other remedies under these Terms or as provided by law.

Contact Information: For any queries regarding these Terms or the Testnet, please reach out to [legal@DOP.com](mailto:legal@DOP.com).