

Aleo Systems Inc. Ecosystem Contributor Program Terms of Service

Last updated: June 28, 2023

These Aleo Ecosystem Contributor Program Terms of Service (the “Terms”) apply to your access to, and use of the websites, platform, software, technologies, features, and other online products and services (collectively, the “Aleo Services”) provided or made available by Aleo Systems Inc., (“Aleo”, “Company”, “us”, “our”, or “we”) in connection with any Ecosystem Contributor Program (“Program”).

By accessing or using Aleo Services or by participating in the Program, you agree to these Terms, to our [Privacy Policy](#), and any other agreements or terms as set forth by the Company, and you consent to the use of the information you provide to communicate with you about the Company or the Program. These Terms constitute a binding obligation between you and the Company. If you are accessing the Services or participating in the Program on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. If you do not agree to these Terms, do not use Aleo Services or participate in the Program. If you have any questions about these Terms, the Aleo Services, or the Program, please contact us at hello@aleo.org.

YOUR PARTICIPATION IN THE PROGRAM IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE PROGRAM, YOU MUST STRICTLY ADHERE TO THE TERMS.

THESE TERMS ARE SUBJECT TO AN ARBITRATION PROVISION. PLEASE REVIEW YOUR RIGHTS IN THE “DISPUTE RESOLUTION” SECTION OF THESE TERMS. PLEASE READ THE ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THE ARBITRATION PROVISION

Aleo Programs

Aleo prioritizes fostering and growing a community of developers who desire and are able to test, build on and improve the Aleo Services, the Aleo network and products and services related to Aleo's mission of expanding responsible innovation in zero knowledge cryptography. From time to time, we will announce various contribution opportunities, for example, in the form of hackathons, requests for grant proposals, and on-chain incentives, and the goals we are pursuing with each. For information regarding the scope, criteria, rewards, selection process, and other details for each Program please refer to the specific announcement detailing the particular Program in which you are participating, and any additional documentation you receive (the “Program Documents”).

Privacy Policy

Please refer to our [Privacy Policy](#) for more details on the information that the Company may collect, use, and disclose and under what circumstances. You acknowledge and agree that your participation in the Program is subject to this [Privacy Policy](#).

Changes to Terms

The Company may update the Terms at any time, in its sole discretion. If it does so, the Company will deliver a notice, if any, either by posting the updated Terms on its website or through other communications. It is important that you review any and all updated Terms, you are agreeing to be bound by the updated Terms. If you do not agree to be bound by the updated Terms, then you may not participate in the Program.

Eligibility to Participate in the Program

By registering or applying there is no guarantee that you will be able to participate in the Program, even if your proposal or submission is accepted. You may participate in a Program only if you:

- (a) Are 18 years or older and capable of forming a binding contract with the Company;
- (b) Are not the subject of sanctions, or designated on any list of prohibited or restricted parties, or a citizen or organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions, or otherwise restrained by law from participating in the Program;
- (c) Are not barred from participating under applicable law; and
- (d) Meet any other eligibility requirements set forth in the Program Documents

Unless stated otherwise in the Program Documents, the Company may, at its sole discretion, introduce new or change existing eligibility criteria or change or modify the conditions or requirements of the Program and terminate any participant's participation at any time, as the Company deems appropriate. The Program may operate in certain phases, and participation in any one phase of Program does not imply or guarantee that you will be selected for any other phases of Program.

Program Incentives, and Rewards; Eligibility to Collect

The Company may, in its sole discretion, choose to provide incentives and/or rewards for participation or achievements in the Program, completing certain activities or for other contributions as the Company deems appropriate, and may select various reward types. These incentives and rewards are generally identified in the Program Documents. Notwithstanding any other information provided by the Company regarding the Program (including on its website, blog posts or through other communications (such as forums, Telegram, Discord, or other

channels), the Company may in its discretion change or modify the amounts or types of rewards or incentives and/or discontinue, or terminate, temporarily or permanently, all or any part of the incentives or rewards program at any time and without notice and the Company may remove or reallocate any rewards or incentives earned by any participant or elect not to provide any rewards to any participant. You agree that any incentives or rewards received will be for your activities in the Program and will be the sole reward for those contributions.

The Company will determine the type and form of incentive or reward to be offered in any Program, generally either Aleo Credits (prior to mainnet launch), tokens (following mainnet launch) or United States Dollar. Aleo mainnet tokens will be provided only following successful mainnet launch and any tokens provided will be subject to a lockup period. To be eligible to receive *any* reward or incentive offered you must meet certain eligibility requirements. You must:

- (i) Be a natural person;
- (ii) Not be an employee, consultant, or an affiliate of the Company;
- (iii) Successfully complete the KYC screening process. That is, you will be required to provide certain identifying information (e.g., name, residence or domicile, date of birth, etc.) and related documentation and pass sanctions and watchlist screening.

If the Company offers the rewards or incentives in the form of Aleo Credits or tokens, to be eligible to receive such Aleo Credits or tokens you must not be a U.S. person or citizen unless you qualify for and verify “accredited investor” status. This is a strict additional eligibility requirement in order to receive Aleo Credits or tokens.

Aleo Credits

The Company may choose to provide Program rewards or incentives in the form of Aleo Credits. Aleo Credits have no monetary value, are not investments nor investment vehicles, and they should not be treated as such; their value is simply their utility for functionality.

Aleo Credits are not, and shall never convert to, or accrue to become mainnet tokens or any other tokens or virtual assets. Aleo Credits are virtual items with no monetary value. Aleo Credits do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of monetary value, under any circumstances. Aleo Credits are not transferable between users outside of the Program, and you may not attempt to sell, trade, or transfer any Aleo Credits outside of the Program, or obtain any manner of credit using any Aleo Credits. Any attempt to sell, trade, or transfer any Aleo Credits outside of the Program will be null and void.

Aleo may, in its sole discretion, decide to delete, wipe or otherwise remove the Aleo Services or the Program at any time without notice, including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Aleo Credits, without any liability

to you or other Program participants. Aleo does not guarantee that Aleo Credits will continue to be offered for a specific length of time and you may not rely upon the continued availability of any Aleo Credits. If the Program expires or terminates, you acknowledge and agree that your access to and use of your Aleo Credits will be removed, and all accrued Aleo Credits will be deleted from the system. Aleo Credits will not be converted into any future rewards offered by Aleo.

KYC Screening Process

Before you may collect *any* reward or incentive of any kind, you must successfully complete the Company's KYC Screening Process. You represent and warrant that the identifying information you provide during the KYC screening process truthfully and accurately represents you, and only you. Failure to provide such identifying information, pass sanctions and watchlist screening, and/or a failure to demonstrate compliance with the requirements herein may result in termination of your participation, forfeiture of any incentives or rewards, prohibition from participating in future Programs, and other actions. Providing false or inaccurate identifying information during the KYC screening process will result in the immediate application of these consequences.

Duration of the Program

Notwithstanding any other information provided by the Company regarding the Program, the Company may change, discontinue, or terminate, temporarily or permanently, all or any part of the Program, at any time and without notice at its sole discretion, including, prior to providing any incentives or rewards, and including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Program incentives and rewards, without any liability to the Program participants.

Removal From the Program

The Company reserves the right to block any participant's access to or participation in the Program. If you violate any of the terms and conditions of the Terms (as determined solely by the Company) or if you do not complete the necessary information or fail to provide accurate information, then you may be removed from the Program and *will not* be eligible to receive rewards. The Company further reserves the right to request information about, review, and investigate all Program activities, and to disqualify participants if we believe a participant has engaged in any activity that is abusive, fraudulent, in bad faith, or otherwise fails to meet the Program standards as set out in any Program Documents, requirements, or Terms.

Third-Party Services

The Company may share identifying information and documentation with certain vendors or third-party providers, including those who provide KYC screening for identity verification and

sanctions and watchlist screening services (the “Third-Party Services”) in compliance with the Company’s [Privacy Policy](#) and may receive information from such Third-Party Services. You agree that your access and use of such Third-Party Services are 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. We are 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.

Taxes

You are responsible for the payment of all taxes associated with your receipt of any incentives or rewards or any type. You agree to promptly provide the Company with any additional information and complete any required tax or other forms relating to your receipt of such rewards.

You may suffer adverse tax consequences as a result of your participation in the Program . You hereby represent that (i) you have consulted with a tax adviser that you deem advisable in connection with your participation, or that you have had the opportunity to obtain tax advice but have chosen not to do so, (ii) the Company has not provided you with any tax advice with respect to your participation, and (iii) you are not relying on the Company for any tax advice.

Security; Wallet

You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Program as part of your systems. The Company assumes no responsibility for any losses resulting from any compromise of your systems or wallet(s).

In order to provide incentives and/or rewards as part of a Program, the Company may at its sole option, send or receive incentives or rewards to your wallet application. In such a case, you are responsible for the management of the private keys and security of your wallet(s). The Company does not and will not manage, store, collect, or otherwise access the private keys for your wallet(s). You’re responsible for all activities that occur using your wallet, whether or not you know about them.

Updates and Monitoring

We may make any improvements, modifications, or updates to the Aleo Services as they relate to the Program, including but not limited to changes and updates to the underlying software,

infrastructure, security protocols, technical configurations, or service features (the “Updates”) from time to time. Your continued access to and use of the Aleo Services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. Although the Company is not obligated to monitor access to or participation in the Program, it has the right to do so for the purpose of operating the Program, to ensure compliance with the Terms, and to comply with applicable law or other legal requirements.

Intellectual Property Rights

By participating in the Program, you do not gain any rights thereto. Except where the Program Documents require creation of and posting to a GitHub repository in order to open source any Program output or otherwise indicate that the output is open-source, all rights, title, and interest in and to the Program, including all feedback, modifications, improvements, and enhancements made thereto, and all proprietary rights therein, shall be and remain the Company’s sole and exclusive property.

Prohibited Activities

You will not (in each case except as otherwise contemplated as part of these Terms):

- Engage in token touting under any circumstances;
- Initiate any attacks that violate your cloud service, data center, or other applicable third-party service provider’s rules or policies;
- Unless as expressly requested by the Company as part of a security or similar challenge, disrupt or initiate any attacks against users of the Aleo Services or the Program;
- Disrupt, compromise, or otherwise damage data or property owned by other parties;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Access any accounts or data other than your own (or those for which you have explicit permission from their owners);
- Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, creating, encouraging, or implementing Sibyl attacks;
- Sell or resell Aleo Services;
- Participate in the Program from a jurisdiction other than the jurisdiction of your residence (as determined by the identity documentation provided by you);
- Make any written or oral statements, or act in any manner that might disparage or damage the business of the Company;
- Engage in any illegal behavior; and

- Encourage or enable any other individual or entity to do any of the foregoing or otherwise violate the Terms.

Compliance with Laws

You agree to comply with all applicable laws, rules, regulations, and any generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries and all applicable privacy and data collection laws and regulations) in connection with your participation with the Program. To the extent required by law, you are solely responsible for obtaining or filing any approval, clearance, registration, permit, or other regulatory authorization and shall comply with the requirements of such authorization.

WARRANTY DISCLAIMERS

THE COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM. THE PROGRAM IS PROVIDED “AS IS” AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. The Company has made no promises or guarantees with respect to delivery of any future features or functions. Any discussions of any future features or functions, either prior to or following the agreement to these Terms, are for informational purposes only, and the Company has no obligation to provide any such features or functions. You acknowledge that you have not relied on any statement, promise, assurance, or warranty that is not set out in the Terms.

YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN THE PROGRAM INCLUDING, BUT NOT LIMITED TO, THE RISK OF FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, LOSS OF REWARDS, AND SECURITY RISKS. YOU ACCEPT AND ACKNOWLEDGE THAT THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSSES, FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS, OR DELAYS YOU MAY EXPERIENCE WHEN PARTICIPATING IN THE PROGRAM, HOWEVER CAUSED. THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR YOUR PARTICIPATION IN THE PROGRAM.

The Company makes no warranty that the Program will meet your requirements or that the Aleo Services will be available on an uninterrupted, secure, or error-free basis or free of viruses, errors, or defects. The Company makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or materials offered in connection with the Program.

You further understand and agree that:

- access to the Program and the Aleo Services may require the use of your personal computer and/or mobile devices, as well as communications with or use of data and storage on such devices. You are responsible for any Internet connection or mobile fees and charges that you may incur as part of your voluntary participation in the Program.
- certain information, including your on-chain transaction records, are all public information and can be accessed by anyone, including participants and non-participants of the Program.
- security and other blockchain audits undertaken by the Company or third parties will access user data and could result in the loss of data or provoke actions from telecommunications and other third-party service providers.

LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOST PROFITS, OR LOSS OF DATA ARISING OUT OF OR RELATED TO THESE TERMS OR THE PROGRAM, HOWEVER, CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE COMPANY, ITS SUPPLIERS, AND ITS LICENSORS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE PROGRAM EXCEED ONE HUNDRED DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the “Company Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) arising out of or related to (a) your access to or use of the Aleo Services or the Program; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your conduct in connection with the Aleo Services or your participation in the Program. You agree to promptly notify the Company Parties of any third-party Claims, cooperate with the Company Parties in defending such Claims and pay all fees, costs, and expenses associated with defending such

Claims (including attorneys' fees). You also agree that the Company Parties will have control of the defense or settlement, at Company's sole option, of any third-party Claims.

Confidentiality

You acknowledge that, in connection with your participation in the Program, you may be exposed to data and information, including product, technology, business, and strategy information that is confidential and proprietary to us (collectively, "Confidential Information"). All Confidential Information shall be the sole and exclusive property of the Company and may be used by you only for assisting us in resolving any security issue you have reported to us. You may not reveal, publish, or otherwise disclose the Confidential Information to any third party without the prior written consent of the Company, and shall protect the Confidential Information from disclosure using the same degree of care you use to protect your own confidential information of like kind, but in no event using less than reasonable care. You understand and acknowledge that unauthorized disclosure of Confidential Information will cause irreparable harm to the Company.

Governing Law; Forum

These Terms and any action related thereto will be governed by the laws of the state of New York in the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction for all Disputes (defined below) will be in the Southern District of New York, and you and Company each waive any objection to such jurisdiction and venue.

DISPUTE RESOLUTION

****Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Aleo and limits the manner in which you can seek relief from us. No class or representative actions or arbitrations are allowed under this arbitration provision.**

****In addition, arbitration precludes you from suing in court or having a jury trial.****

- (a) Mandatory Arbitration of Disputes. (a) We each agree that any dispute, claim, or controversy arising out of or relating to your participation in the Program, use of the Aleo Services, or these Terms or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Aleo agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Aleo are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
- (b) Exceptions. As limited exceptions to the section above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek

injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

- (c) [Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. The place of arbitration shall be in New York, New York. The language of arbitration shall be English. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.]
- (d) Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses to the extent provided under Applicable Law.
- (e) Injunctive and Declaratory Relief. Except as provided above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- (f) Class Action Waiver; Jury Trial Waiver. YOU AND ALEO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void. You and we both agree to waive the right to demand a trial by jury.
- (g) Severability. With the exception of any of the provisions above (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

Assignment

You may not sell, assign or transfer any of your rights, duties or obligations under these Terms without our prior written consent. Any attempt by you to assign or transfer the Terms, without such consent, will be null and void. We reserve the right to assign or transfer these Terms or any of its rights, duties, and obligations hereunder to any third party. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

General Terms

Nothing herein shall constitute an employment, consultancy, joint venture, or partnership relationship between you and the Company. If any provision of the Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of the Terms will remain in full force and effect. These Terms and the Program Documents referenced herein reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.”

Waiver of Rights. Company’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact

If you have questions about these Terms or the Program, please contact us.