

Terms and Conditions for Claiming Aleo Credits

By clicking the check box, you are deemed to have accepted these Terms and Conditions ("**Terms**"). These Terms apply to your use of the Aleo Credit Distribution Claim Page (the "**Site**") made available by the Aleo Network Foundation ("**Aleo**," "**Foundation**," "**we**," "**us**," or "**our**"). Your use of the Site is also subject to our [Privacy Policy](#).

1. Eligibility

If you participated in any eligible Aleo sponsored program ("**Aleo Program**"), you may be eligible to claim Aleo Credits under these Terms ("**Eligible Claimant**") during the Claim Period (defined below). Eligible Claimants may attempt to claim Aleo Credits that have been allocated to them under one or more Aleo Programs ("**Claims**") by submitting a Claim via the Site. You must use the same Aleo wallet ("**Wallet**") or email address you used when you participated in an Aleo Program to submit a Claim. By submitting a Claim on the Site, there is no guarantee that you will receive any Aleo Credits.

2. Claim Submission

In order to make a valid Claim, you must:

- a) Either:
 - i. connect your Wallet to the Site using a desktop device and sign a hash with your private key. You represent and warrant that you are the exclusive owner and controller of the Wallet. You are responsible for maintaining the confidentiality of any financial information related to your Wallet; or
 - ii. provide the email address that was used to participate in the Aleo Program and the verification code
- b) Submit the requested information to the Foundation via the Site;
- c) Successfully undergo KYC screening process through our service provider Persona. See Persona Platform Terms of Service available at <https://withpersona.com/legal/terms-of-use>. We reserve the right to change service providers at any time during the Claims process.

3. Outcome of Claiming Process

In most cases, it may take several business days for your Claim to be processed. There may be delays in relation to KYC screening process that are outside of our control. Eligible Claimants will be notified of the outcome of the Claim through notice on the Site, by email, or by other communication channel as needed. **All decisions are final and in our sole discretion.** Aleo Credits will be distributed to successful Claimants via the Aleo Faucet which is an automated platform designed to distribute Aleo Credits to whitelisted Wallet addresses. For more information on the timing of the distribution, see [Section 6 Aleo Credit Restrictions](#).

If you believe that there has been an error in the decision or the amount of Aleo Credits that have been distributed to your Wallet address or you are having difficulties with accessing the Aleo Credits, please reach out to us at the contact support link on the Site.

4. Representations and Warranties

As a condition to submitting a Claim, you represent and warrant to the Foundation the following:

- a) if you are entering into these Terms as an individual, then you are at least 18 years old or of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them;
- b) if you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
- c) you are not a resident, national, or agent of Cuba, Iran, North Korea, Russia, Syria, and the following regions of Ukraine: Crimea, Donetsk and Luhansk, or any other country to which the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**");
- d) you have not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State (collectively, "**Sanctions Lists Persons**"); and you will not use our Site to conduct any illegal or illicit activity; and
- e) you do not, and will not, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Site.

5. KYC Screening

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, rewards or Aleo Credits, prohibition from participating in future Aleo Programs, and other actions. Providing false or inaccurate identifying information during the KYC screening process will result in the immediate application of these consequences.

6. Aleo Credit Restrictions

- a. If you are a resident of the United States, you acknowledge and understand that you will not receive your Aleo Credits until one year has passed from the launch of the Aleo mainnet ("**Lock Up Period**"). You agree to the following:
 - i. You are an accredited investor;
 - ii. You will abide by all applicable laws;
 - iii. You will refrain from trading Aleo Credits in the United States during the Lock Up Period.
- b. If you are not a resident of the United States, you agree to the following:

- i. You will abide by all applicable laws;
- ii. You will refrain from trading Aleo Credits in the United States during the Lock Up Period.

7. Duration of Claims Period

The Aleo Faucet will remain in operation for a minimum of six months after the Site is launched (“**Claim Period**”). The Foundation may, in its sole discretion, choose to extend the Claim Period indefinitely or for a limited time after the initial six months. After the Claim Period has ended, you will no longer be able to submit a valid Claim.

8. Taxes

You are responsible for the payment of all taxes associated with your receipt of Aleo Credits. You agree to promptly provide the Foundation with any additional information and complete any required tax or other forms relating to your receipt of such Credits. You may suffer adverse tax consequences as a result of claiming Aleo Credits. You hereby represent that (i) you have consulted with a tax adviser that you deem advisable in connection with your Claim, or that you have had the opportunity to obtain tax advice but have chosen not to do so, (ii) the Foundation has not provided you with any tax advice with respect to your Claim, and (iii) you are not relying on the Foundation for any tax advice.

9. Security; Wallet

You are responsible for maintaining adequate security and control of any and all IDs, email accounts, passwords, hints, personal identification numbers (PINs), or any other codes that you use to Claim or store Aleo Credits. The Foundation assumes no responsibility for any losses resulting from any compromise of your systems, email accounts or wallet(s). In order to distribute the Aleo Credits in response to your submission of a valid Claim, Foundation may at its sole option, send or receive Aleo Credits 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 Foundation does not and will not manage, store, collect, or otherwise access the private keys for your Wallet(s). You are responsible for all activities that occur using your Wallet, whether or not you know about them.

10. Prohibited Activities

You will not:

- Engage in Aleo Credit 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;
- 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;

- 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 transfer your right make a Claim or your credentials for the purpose selling your right to make a Claim;
- Submit a Claim 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 Foundation;
- Engage in or facilitate any illegal behavior or conduct;
- Do anything to state or suggest that the Aleo Credit constitutes an investment contract, or that the Aleo Network Foundation or any other party is offering any investment product, or that anyone purchasing the Aleo Credit could rely on the Aleo Network Foundation as a counterparty to the investment; or
- Encourage or enable any other individual or entity to do any of the foregoing or otherwise violate the Terms.

11. Risks

- By accessing or using the Site in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; digital assets, including the usage and intricacies of native digital assets, like Aleo Credit; smart contract-based tokens; and systems that interact with blockchain-based networks. Foundation does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Aleo blockchain, is open source, such that anyone can use, copy, modify, and distribute it.
- By accessing or using the Site, you acknowledge and agree (a) that Foundation is not responsible for the operation of the software and networks underlying the Aleo blockchain, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Aleo blockchain.
- Blockchain networks use public/private key cryptography. You alone are responsible for securing your private key(s). We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to digital assets on the Aleo blockchain or other blockchain-based network. Neither Foundation nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, then you will not be able to transfer your digital assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the digital assets that you may hold.
- The Site, the Aleo blockchain, and your digital assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Foundation to continue to make available any portion(s) of the Site which rely on any Foundation proprietary software and, thus, could impede or limit your ability to access or use the Site or the Aleo blockchain.

- (e) You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to digital assets and the Site, and could result in the theft or loss of your digital assets including Aleo Credits. To the extent possible, we intend to update the smart contracts related to the Site to account for any advances in cryptography and to incorporate additional security measures necessary to address risks presented from technological advancements. We may also take down the Site in the event of a critical security problem, but this does not guarantee or otherwise ensure full security of the Site.
- (f) You understand that the Aleo blockchain remains under development in an open-source environment, which creates technological and security risks when using the Site in addition to uncertainty relating to digital assets and transactions therein. You acknowledge that the cost of transacting on the Aleo blockchain is variable and may increase at any time causing impact to any activities taking place on the Aleo blockchain, which may result in price fluctuations or increased costs when claiming Aleo Credits.
- (g) You acknowledge that the Site is subject to flaws and that you are solely responsible for evaluating any code provided by the Site. This warning and others the Foundation provides in these Terms in no way evidence or represent an on-going duty to alert you to all of the potential risks of using or accessing the Site.
- (h) Although we intend to provide accurate and timely information on the Site, the Site and other information available when using the Site may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility. No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any information distributed via the Site.
- (i) Any use or interaction with the Site or the Aleo blockchain requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills.
- (j) Transactions entered into in connection with the Site are irreversible and final. You acknowledge and agree that you will access and use the Site and Aleo Credits at your own risk. You accept all consequences of using the Site, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Site for making a Claim for Aleo Credits.
- (k) We must comply with applicable law, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.
- (l) You hereby acknowledge and agree that the Foundation will have no responsibility or liability for, the risks set forth in this Section 11. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against the Foundation, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 11.

12. WARRANTY DISCLAIMERS

THE FOUNDATION MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE OR ALEO CREDIT. THE SITE AND ALEO CREDIT IS PROVIDED "AS IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE FOUNDATION 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 Foundation 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 Foundation 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 USING THE SITE OR CLAIMING ALEO CREDITS INCLUDING, BUT NOT LIMITED TO, THE RISK OF FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, LOSS OF DIGITAL ASSETS, AND SECURITY RISKS. YOU ACCEPT AND ACKNOWLEDGE THAT THE FOUNDATION WILL NOT BE RESPONSIBLE FOR ANY LOSSES, FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS, OR DELAYS YOU MAY EXPERIENCE WHEN CLAIMING ALEO CREDITS, HOWEVER CAUSED. THE FOUNDATION 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 USE OF THE SITE OR ALEO CREDITS.

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

You further understand and agree that:

- access to the Site 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 Site.
- certain information, including your on-chain transaction records, are or may be public information and can be accessed by anyone, including participants and non-participants of the Aleo Network.
- security and other blockchain audits undertaken by the Foundation 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.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FOUNDATION 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 SITE OR ALEO CREDITS, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE FOUNDATION 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 FOUNDATION, ITS SUPPLIERS, AND ITS LICENSORS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, SITE OR ALEO CREDITS 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 FOUNDATION AND YOU.

14. INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Foundation and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the **"Foundation Parties"**) from and against any losses, liabilities, claims, demands, damages, expenses or costs (**"Legal Claims"**) arising out of or related to (a) your access to or use of the Site or Aleo Credit; (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 Site or Aleo Credits. You agree to promptly notify the Foundation Parties of any third-party Legal Claims, cooperate with the Foundation Parties in defending such Legal Claims and pay all fees, costs, and expenses associated with defending Legal Claims (including attorneys' fees). You also agree that the Foundation Parties will have control of the defense or settlement, at Foundation's sole option, of any third-party Legal Claims.

15. 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 Foundation each waive any objection to such jurisdiction and venue.

16. 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. We each agree that any dispute, claim, or controversy arising out of or relating to your Claim of Aleo Credits, 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 Foundation agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Foundation 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 FOUNDATION 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.

17. 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.