

## Codex Testnet Terms and Conditions

### 1. About these Testnet Terms and Conditions

By accessing or participating in the Codex Testnet Programme, including just interacting with the Codex Testnet itself (such as testing it), then you agree that these terms and conditions ("**Testnet Terms and Conditions**") apply to you (also referred to as the "**Participant**"). These Testnet Terms and Conditions therefore constitute a binding obligation between you and IFT. If you do not agree to these Testnet Terms and Conditions, you must not participate in the Codex Testnet Programme.

If you have specific questions about these Testnet Terms and Conditions please contact us at [legal@free.technology.com](mailto:legal@free.technology.com)

In these Testnet Terms and Conditions, whenever we refer to "we", "our", "us" (or variations thereof) or IFT, we are referring to IFT Studio Pte. Ltd, a company incorporated under the laws of Singapore with registered number 201625575Z, and registered office at 160 Robinson Road, #24-09 Singapore 068914.

### 2. Introduction to the Codex Testnet program

Codex is a durable, decentralised data storage protocol, created so the world community can preserve its most important knowledge without risk of censorship. As part of the continued development of Codex, IFT has established a testnet programme ("**Codex Testnet Programme**") to allow participants to interact with and test a testnet version of Codex ("**Codex Testnet**") in realistic conditions, with the goal of further refining and improving this version, prior to a potential mainnet launch of Codex.

For more information about the Codex Testnet or the Codex Testnet Programme, you can find this information here: <https://docs.codex.storage/>.

### 3. Privacy Policy

As part of your participation in the Codex Testnet Programme, IFT will need to collect and process certain information on a limited basis, which will include personal data. The main purpose of IFT collecting and processing this personal data is in order to facilitate and administer your participation in the Codex Testnet Programme.

Please consult the full details in the Codex Testnet Privacy Policy.

### 4. Eligibility for the Codex Testnet Programme

4.1. Your participation in the Codex Testnet Programme is subject to eligibility criteria which include the following:

- (a) a natural person, capable of entering into a legally binding agreement;
  - (b) you are not a Sanctioned Person (as defined below) or a citizen or organised or a resident of a country or territory that is subject to Sanctions (as defined below);
  - (c) you are not prevented from participating by way of applicable law or rules or regulations; and
  - (d) any other eligibility criteria as IFT may determine in its sole discretion
- 4.2. In addition to the above eligibility criteria, IFT may also further ask such applicants to demonstrate certain technical criteria set forth here: <https://docs.codex.storage/>. IFT may, in its sole discretion and at any time, introduce new or modify existing criteria, including introducing new or modifying the conditions and requirements of the Codex Testnet Programme.
- 4.3. The Codex Testnet Programme might also operate in a number of phases, and your participation in any of these phases does not imply nor guarantee your selection or participation in any other phase of the Codex Testnet Programme.
- 4.4. Among the applicants who have met all the eligibility and technical criteria to IFT's satisfaction, IFT may then, in its sole discretion, select an applicant to be a Participant. You acknowledge that registering or applying for the Codex Testnet Programme, is not a guarantee, promise or an indication of any kind from us, about your potential eligibility for or even our acceptance of your participation in the Codex Testnet Programme.

## **5. Obligations of the Participant**

- 5.1. By participating in the Codex Testnet Programme, you shall comply with the Testnet Terms and Conditions while you are a Participant and any other directions which IFT may give you.
- 5.2. As a Participant, you are prohibited from the following:
- (a) Engaging in, promoting, or contributing to any activities in violation of applicable law or violation of legal rights of any other individual or third party, including the rights of IFT;
  - (b) Engaging in any activities that are abusive, fraudulent, negligent, in bad faith or wilful misconduct;
  - (c) Misrepresenting your relationship with IFT as being anything more than being a Participant;
  - (d) Gaining or trying to gain unauthorised access to the Codex Testnet or its components;
  - (e) Interfering with or disrupting the integrity, safety, security, availability or performance of the Codex Testnet, including, but not limited to, sending

any viruses, worms, malware, Trojan horses, or other harmful or destructive code or content;

(f) Violating any applicable third party service provider's rules or policies;

(g) Encouraging or enabling any other Participant, other individual or entity to do any of the foregoing or otherwise to violate these Testnet Terms and Conditions.

5.3. You are responsible for all costs and expenses incurred by you in connection with your participation in the Codex Testnet Programme.

## **6. Non-incentivised Participation**

Your participation in the Codex Testnet Programme, is entirely voluntary and non-incentivised. You acknowledge that, for now, there are no rewards, compensation or incentives of any kind with your participation in the Codex Testnet Programme. For the avoidance of doubt, any feedback or other similar contributions about the Codex Testnet that you might provide will also not be rewarded or compensated.

## **7. Codex Testnet Tokens**

As part of your participation in the Codex Testnet Programme, you might accumulate Codex Testnet Tokens ("**Codex Testnet Tokens**"). These Codex Testnet Tokens might be transferred to you by IFT or you might obtain them through other means. You acknowledge that Codex Testnet Tokens are virtual items with no value of any kind and they are not convertible to any other currency, token, or any other form of property. You shall not transfer Codex Testnet Tokens to any other users outside the Codex Testnet Programme, nor shall you attempt to sell, trade, or transfer any Codex Testnet Tokens outside of the Codex Testnet. Any attempts to do so will be deemed null and void.

You further acknowledge that IFT may, in its sole discretion, remove or revoke your access to or use of the Codex Testnet Tokens at any time, including upon the expiration or termination of the Codex Testnet Programme. Any Codex Testnet Tokens you might have accrued will then be deleted from the Codex Testnet.

## **8. Wallet**

As part of your participation in the Codex Testnet Programme, IFT may transfer you Codex Testnet Tokens to your wallet address. You are solely responsible for the security of your wallet, including storing and securing your private keys. IFT does not and will not ask you for your private keys of your wallet. You are solely responsible for all activities that occur in relation to your wallet.

## **9. Third party service providers**

- 9.1. As part of the Codex Testnet Programme or your interaction with or testing of the Codex Testnet, you might access or use third party services or tools ("**Third Party Services**"). You acknowledge that such Third Party Services are not provided by IFT and that we are not responsible for any actual or alleged damages or losses that you suffer or incur caused by or in connection with your access or use of such Third Party Services. In this regard, you irrevocably waive any claim against IFT in respect of such Third Party Services. We note that there may also be separate applicable terms and conditions, including privacy policies, which govern your use of the Third Party Services and you should refer to prior to your access or use of such services.
- 9.2. In principle, IFT does not provide any advice, recommendation, support or endorse Third Party Services you might access or use. Their availability during your participation in the Codex Testnet Programme does not imply any support or endorsement by IFT.

## 10. Representations and warranties

You hereby represent and warrant to IFT that:

- a) You have the full right, power, and authority to enter into and be bound by the Testnet Terms and Conditions and to perform your obligations under these Testnet Terms and Conditions, without the approval or consent of any other party;
- b) the Testnet Terms and Conditions will constitute a valid and binding obligation upon you, enforceable in accordance with its terms
- c) that the information you have provided to IFT is true, accurate and complete in all material respects;
- d) that you are the rightful owner of any wallet addresses you have shared with IFT and have full authority to transfer, receive and manage any assets associated with such wallet address;
- e) You do not and have not been involved in any type of activity associated with money laundering, terror financing, or any other activity prohibited by applicable anti-corruption or anti bribery legislation, nor were ever subject, to any investigation by, or have received a request for information from any governmental body relating to corruption or bribery; and
- f) You are not: (i) in violation of any Sanctions; or (ii) a Sanctioned Person; (iii) conducting or intend to conduct any business or engage in any transaction or dealing with any Sanctioned Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person. For the purposes of this clause:

"Sanctioned Person" means a person that: (a) is listed on any Sanctions list maintained by OFAC or any similar Sanctions list maintained by any other governmental authority having jurisdiction over the Provider; (b) is located, organized, or resident in any country, territory, or region that is the subject or

target of Sanctions; or (c) is 50.0% or more owned or controlled by one (1) or more persons described in clauses (a) and (b) hereof.

“Sanctions” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the United States government and any of its agencies, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council (“UNSC”), the European Union, Her Majesty’s Treasury (“HMT”) or any other governmental authority having jurisdiction over us.

## **11. Codex Testnet Disclaimers**

- 11.1. The Codex Testnet is provided on an “as is” basis. IFT does not make any express or implied representations or warranties about or in connection with the Codex Testnet. This includes warranties of merchantability, fitness for use or for a particular purpose, and non-infringement of any copyright or intellectual property rights. You acknowledge that your participation in the Codex Testnet Programme was not on the basis of any statement, promise, representation or warranty that has not been set out in these Testnet Terms and Conditions.
- 11.2. In particular, IFT makes no representations or warranties:
  - (a) about the completeness, accuracy, utility, reliability, suitability or availability of any information provided by IFT in connection with the Codex Testnet Programme;
  - (b) that the Codex Testnet will be operational, secure, safe or free from failures, disruptions, unauthorised access, bugs, errors, or delays, viruses, malicious code or any other technical or security issues; or
  - (c) about the potential existence of any reward, compensation or incentive either during the Codex Testnet Programme or thereafter; or
  - (d) about the development or delivery of any future features or functions in connection with Codex.
- 11.3. You further acknowledge that there are risks associated with your participation in the Codex Testnet Programme and your interaction with the Codex Testnet that might affect you, including but not limited to:
  - (a) Technical risks, including hardware, software or internet failures;
  - (b) Security risks, such as any unauthorised third party activities, including without limitation the use of viruses, phishing, brute forcing and other attacks against the Codex Testnet; and
  - (c) Any other risks that a reasonable person should have been aware of as part of their participation in a programme such as the Codex Testnet Programme.

## 12. Limitation of liability

IFT, its affiliates and their respective employees and contractors (as applicable) and their representatives, will not be liable to you for any loss or damages suffered or incurred by you as a result of your participation in the Codex Testnet Programme, provided that such action or omission did not constitute gross negligence, wilful misconduct or wilful default. Without prejudice to the aforementioned, the maximum aggregate liability of IFT under the Testnet Terms and Conditions, whether in contract or otherwise, will not exceed the amount of USD 100. In any event, IFT will not be liable to you for any indirect or consequential loss.

## 13. Indemnification

You shall indemnify and hold harmless IFT, its affiliates and their respective employees and contractors (as applicable) and representatives, against any and all damage, loss, claims, liabilities, expenses, demands or proceedings (including without limitation reasonable expenses of investigation and legal fees and disbursements incurred on a solicitor and client basis in connection with any action, suit or proceeding) resulting from, a) your participation in the Codex Testnet Programme, including your interaction with the Codex Testnet; (b) any negligent act, wilful misconduct or fraud committed by you in connection with your participation in the Codex Testnet Programme; c) your failure to comply with applicable laws; and d) your breach of these Testnet Terms and Conditions

## 14. Intellectual property

- 14.1. While, in principle, the software and tools underlying Codex are made available under their respective open-source licences, it is possible that certain software or tools owned by IFT (or its affiliates) are not yet made available under such open-source licences. To this extent, we grant you a non-exclusive, limited, revocable, terminable, personal and non-assignable licence to utilise such software or tools, solely for your participation in the Codex Testnet Programme. Such licence will automatically expire upon the earlier of the cessation of the Codex Testnet Programme or the termination of your participation in the Codex Testnet Programme.
- 14.2. During the course of the Codex Testnet Programme, we may ask for your input and feedback (or you might provide us such input and feedback) on the Codex Testnet ("**Codex Testnet Feedback**"). In respect of the Codex Testnet Feedback, you acknowledge that IFT will be entitled to utilise and share the Codex Testnet Feedback in any manner and for any purpose as it may determine. In this regard, you grant to IFT an exclusive, transferable, world wide, perpetual, irrevocable, fully-paid and royalty free licence to any and all intellectual property rights in the Codex Testnet Feedback.

## 15. Confidentiality

- 15.1. Except when necessary for accomplishing your obligations and your participation in the Codex Testnet Programme you shall keep confidential and not disclose any data, information and documents, in any shape or form, with any third party, which you might have received or obtained knowledge about from IFT (or its affiliates) during the course of your participation in the Codex Testnet Programme.
- 15.2. These provisions regarding confidentiality will not be applicable for:
- (a) information already made public or being at the public disposal at the time of your participation in the Codex Testnet Programme or became public during your participation in the Codex Testnet Programme;
  - (b) information independently developed by you without use of IFT's (or its affiliates') confidential information
  - (c) information furnished to you by a third party as a matter of right and without restriction on disclosure; or
  - (d) legally compelled disclosures of such confidential information, upon which you shall then notify IFT of such disclosure and take steps to limit the disclosure as legally required.

## **16. Updates to and the duration of the Codex Testnet Programme**

- 16.1. The Codex Testnet Programme will commence on a date determined by IFT and will continue until terminated by IFT in its sole discretion.
- 16.2. IFT may however discontinue, or terminate, temporarily or permanently, any or any part of the Codex Testnet Programme, at any time, without notice, and for any reason in its sole discretion.

## **17. Miscellaneous**

### **17.1. Governing law**

These Testnet Terms and Conditions will be governed by and construed in accordance with the laws of Singapore, without giving effect to its conflict of law provisions

### **17.2. Dispute resolution**

In the unlikely event of a dispute, you shall make commercially reasonable efforts to reach an amicable settlement with us concerning any dispute arising out of or in connection with these Testnet Terms and Conditions.

If we have failed to reach an amicable settlement, you agree that such dispute will be referred to an arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated herein by reference, and the arbitral decision may be enforced in any court. The seat of the arbitration will be Singapore, the tribunal will consist of one arbitrator, all proceedings will be kept confidential by the Parties and the language of the arbitration will be English.

**17.3. Relationship**

Nothing in these Testnet Terms and Conditions is intended to be or should be construed to create a partnership, joint venture, or employer-employee relationship between you and IFT.

**17.4. No waiver**

IFT's failure to exercise any right, power or remedy provided under or in relation to these Testnet Terms and Conditions or otherwise available in respect of these Testnet Terms and Conditions at law or in equity or otherwise will not constitute a waiver by IFT of its right to exercise any such or other right, power or remedy.

**17.5. Non-assignment**

You are prohibited from assigning these Testnet Terms and Conditions to any other person or party, without IFT's prior written consent. IFT however reserves the right to assign or transfer these Testnet Terms and Conditions or any of its rights and obligations hereunder to any other party.

**17.6. Entire agreement**

These Testnet Terms and Conditions constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings, whether oral or written, relating to such subject matter.

**17.7. Changes to these Testnet Terms and Conditions**

We reserve the right to modify the Testnet Terms and Conditions in our sole discretion. If any modification is unacceptable to you, your only option is to cease your participation in the Codex Testnet Programme. Your continued participation in the Codex Testnet Programme following the posting of any such modifications will indicate and confirm your agreement to such modifications.



