

## STROOM TERMS AND CONDITIONS

**Last Updated: 04.04.2024**

These Terms and Conditions (“Terms”) govern your access to and utilization of the software, technologies, features, and other online products and services provided or made available by Current Limited, a Cayman Islands exempted company (the “Company” or “we”) provided through the <https://stroom.network> website (“Platform”), including but not limited to the access to Stroom Network testnet (“Testnet”).

YOUR USE OF THE PLATFORM AND PARTICIPATION IN THE TESTNET IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE TESTNET, YOU MUST STRICTLY ADHERE TO THESE TERMS.

NOTICE: It is imperative to meticulously review these Terms as they dictate your engagement with the Platform and Testnet.

### **1. Overview**

1.1. We provide you with access to the Platform and information, such as text publications, images, links to third-party resources and services, audio and video materials, etc., (“Content”) created and published by the Company.

1.2. The Platform is licensed, not sold to you, and you may access the Content and use the Platform only as permitted in these Terms.

1.3. You are hereby granted a limited, nonexclusive, non-transferable, non-sublicensable, and personal license to access and use the Platform provided; however, such license is subject to your compliance with these Terms.

### **2. Terms’ Status and Acceptance**

2.1. These Terms constitute a legally binding agreement between you and the Company.

2.2. These Terms apply to any and all services, Content, information, texts, Testnet participation, and other products, offered on the Platform.

2.3. By accessing the Platform or ticking the “I agree to the Terms of Use and Privacy Policy” checkbox (or similar), you agree to be bound by these Terms and confirm that you have read, understood, and accepted all the provisions of these Terms, as well as the provisions of our Privacy Policy.

2.4. Please do not access or use the Platform if you have not read, understood, and accepted all the provisions of these Terms.

2.5. These Terms, including our Privacy Policy, any and all notices, notifications, disclaimers construe, and the entire agreement between you and the Company.

### **3. Functionality of the Platform**

3.1. You may access and use the functionality of the Platform provided by the Company in accordance with these Terms. You agree to comply with the Terms and all laws, rules, and regulations applicable to your use of the Platform.

3.2. Platform offers you a number of functionalities including but not limited to the following:

- Participation in Testnet;
- accessing Stroom Network blog and Content;
- other services and functions provided by the Platform from time to time.

#### **4. Testnet.**

4.1. You may not participate in Testnet if you do not agree to these Terms. Your engagement in the Testnet is wholly voluntary, and by participating, you expressly acknowledge and consent to the understanding that you may not be entitled to any form of remuneration or compensation for your involvement in the Testnet.

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

4.3. In your utilization of the Testnet, you may accrue certain "Testnet tokens" (e.g., stBTC or bstBTC). Testnet tokens are virtual items with no intrinsic value or utility beyond the Testnet environment. They are exclusively employed for testing the functionality of the Stroom Network. It is important to note that these tokens do not represent any actual virtual assets, and no transactions involving real virtual assets occur on the Testnet. Testnet tokens are not intended to be converted into or accumulated as mainnet tokens or any other tokens or virtual assets. Their purpose is strictly confined to the testing phase within the Testnet environment. Testnet tokens 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 value. Testnet tokens are not transferable between users outside of the Testnet, and you may not attempt to sell, trade, or transfer any Testnet tokens outside of the Testnet, or obtain any manner of credit using any Testnet tokens. All Testnet tokens will disappear when the Company decides to dissolve the Testnet.

4.4. Upon the conclusion of the Testnet, you may be deemed eligible to receive rewards based on the points accumulated by you during the Test ("srPoints"). The augmentation of srPoints can be facilitated by engaging in Testnet tasks assigned by the Company, by inviting additional users through a designated referral link or in any other way specified by the company on the Platform. Participants in the Testnet with the highest collected number of srPoints may potentially receive rewards; however, the nature and quantity of these rewards are at the sole discretion of the Company. It is expressly understood that there is no assurance of rewards being distributed, and the Company retains the right to decide, at its sole discretion, whether or not to distribute rewards. You expressly acknowledge that you are not relying on the possibility of receiving rewards as a warranty of any kind.

4.5. The Company may, in its sole discretion, decide to delete, wipe, or otherwise remove the Testnet at any time without notice, including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Testnet tokens, without any liability to you or other Testnet users. When the Testnet expires or terminates, you acknowledge and agree that your access to and use of your Testnet tokens will be removed, and all accrued Testnet tokens will be deleted.

4.6. The Company may vary the duration of the Testnet period at any time and for any reason. The Company also has the right to terminate your access to the Testnet immediately if you fail to comply with these Terms. Upon such termination, the licenses granted by these Terms to access the Testnet will immediately terminate and you agree to stop all access and use of the Testnet. Furthermore, it is understood that you will forfeit any accumulated srPoints upon the termination.

The Company reserves the right to determine in its sole discretion what kind of conduct is considered to be in violation of the Terms.

4.7. Participation in the Testnet is open to you, provided that such participation is available only if you can form legally binding contracts under applicable law. By participating, you represent and warrant that (a) you are at least eighteen (18) years of age, (b) you are not the subject of sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority) or a citizen or organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions; (c) you are not located in the United States, you are not a U.S. Person (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, as amended (the "Securities Act")) and you are not participating in the Testnet on behalf of a person or entity located in the United States or any U.S. Person; (d) you are not barred from participating under any applicable laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees ("Laws"); (e) you are not a citizen or resident of the Afghanistan, Belarus, Burundi, Crimea and Sevastopol, Donetsk and Luhansk regions and other temporary occupied territories of Ukraine, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, Lebanon, North Korea, Mali, Russian Federation, Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which the United States, the United Kingdom, the European Union or any of its member states or the United Nations or any of its member states.

4.8. In consideration for receiving free access to the Testnet for the Test, you agree to serve as a "beta tester" for the Testnet and notify the Company of all problems and ideas for enhancements of the Testnet which come to your attention during the use of Testnet and hereby assigns to the Company all right, title and interest to such ideas, feedback, enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

4.9. The Company welcomes feedback, comments and suggestions for improvements to the Testnet and related technologies ("Feedback"). You agree that your submission of any Feedback will be made on a strictly non-confidential basis, and that we will be free to use or disclose your Feedback in any way, for any purpose. You acknowledge and understand that submitting any Feedback to us may (i) destroy any trade secret rights that you would have otherwise had in any of the information included in such Feedback and (ii) bar you from patenting any invention that you disclose to us in connection with any Feedback. Accordingly, we urge you to seek legal counsel before submitting any Feedback to us that includes any information or materials that you may at any time wish to protect as a trade secret or via a patent. You grant to the Company an exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose, in any form, format, media or media channels now known or later developed or discovered. You represent and warrant that neither your submission of any Feedback to us, nor our commercialization or exploitation of that Feedback in any way, will violate any intellectual property, proprietary or other rights of any person.

4.10. If you do not meet the eligibility requirements set forth in Section 4.7 of these Terms, you are expressly prohibited from using, accessing, or deriving any benefit from the Platform and Testnet. Use of a virtual private network (e.g., a VPN) or other means by ineligible persons to access or use the Platform and Testnet is prohibited, and prohibited uses may attract legal liability for fraudulent use of the Platform and Testnet.

## **5. Intellectual Property Rights**

5.1. All components, Content of the Platform, and the Platform as a whole belong to the Company and are protected with, including, but not limited to the copyright, trademarks, trade secrets. All rights reserved.

5.2. You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer or otherwise exploit Content or technology from the Platform without Company's prior written consent.

5.3. Violation of any of the intellectual property rights of the Company is strictly prohibited.

5.4. The Company grants to you a personal, non-exclusive, non-transferable, revocable non-sublicensable right and license to access and use the Testnet solely for the purpose of participating in the Testnet, in strict accordance with these Terms, without any right to grant sublicenses. Such license shall automatically expire upon the termination of your participation in the Testnet. Except as set forth in the immediately preceding sentence, all right, title, and interest in and to the Testnet (and all elements thereof), including all modifications, improvements, and enhancements made thereto, and all proprietary rights therein, shall be and remain the Company's sole and exclusive property. We reserve all rights not expressly granted in this paragraph. You shall comply with all applicable laws and regulations, in connection with its activities under these Terms and participation in the Test.

5.5. The Company may use third-party service providers to perform certain features in the Testnet or on the Platform (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.

## **6. Responsibilities.**

6.1. 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 Platform and Testnet as part of your systems. The Company assumes no responsibility for any losses resulting from any compromise of your systems or wallet(s).

You are responsible for the management of the private keys and security for 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.

Use of the Platform and participation in the Testnet is at your sole risk. If you causes damage to other persons or the Company, you shall compensate the injured party for such damage at your own and sole expense.

6.2. You acknowledge that the Company is under no obligation:

- to provide any technical support for you during your use of the Platform and participation in Testnet;
- to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Testnet, and
- to ensure that any specific errors or discrepancies in the Testnet identified during the Test will be corrected or that any feedback from you will be addressed.

You are prohibited from engaging in any of the following acts:

- commercial activities including using the Testnet/Platform and participation in the Testent for commercial purposes;
- acts that infringe or are likely to infringe any third-party rights, including but not limited to acts that may be harmful to the life, body, or property of others;
- acts that discriminate against others (including organising a group or community that incites discrimination), slander others, or harass others, other acts that third parties may find offensive, and any actions that the Company deems offensive or damaging;
- acts that lead to violations of law, including but not limited to fraud, and any other acts that could result in any violation of law;
- creating or using cheat utility, bots, automated software, unauthorised invasive software, mods, or any other software designed to alter or modify the Testnet;
- initiating any attacks that violate your cloud service, data-center or other applicable third-party service provider's rules or policies;
- disrupting, compromising, or otherwise damaging data or property owned by other parties;
- act of access any accounts or data other than your own (or those for which you have explicit, permission from their owners);
- other acts in violation or likely to violate any laws and these Terms.

6.3. You are not permitted to use the Testnet and Platform beyond the scope of the license provided by these Terms; modify, alter, adapt, or otherwise change the whole or any part of the Testnet or Platform, nor decompile, decode, disassemble or reverse engineer the Testnet or Platform or attempt to do any of the listed actions; use the Testnet or Platform to try to gain unauthorized access to any service, data, account or network of the Company or other participants by any means; use the Testnet or Platform for purposes of (i) benchmarking or competitive analysis of the Testnet or Platform; (ii) developing, using, or providing a competing product.

## **7. Disclaimer; Suspension.**

THE PLATFORM, CONTENT, TESTNET, AND TEST ARE PROVIDED "AS IS." THE PLATFORM, CONTENT, TESTNET, AND TEST ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY USING THE PLATFORM AND PARTICIPATING IN THE TESTNET, YOU ACKNOWLEDGE THAT YOUR USE OF THE PLATFORM AND TESTNET IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE TESTNET,

AND THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INFORMATION PROVIDERS, LICENSORS, AND LICENSEES (COLLECTIVELY "**RELEASED PARTIES**") WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN THE TESTNET OR YOUR USE OF THE PLATFORM. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO COMPANY'S NEGLIGENCE, WILL RELEASED PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES RELATED TO (A) THE USE OF, (B) THE INABILITY TO USE, OR (C) ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF THE TESTNET OR PLATFORM, EVEN IF COMPANY OR AN AUTHORISED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME COUNTRIES, STATES, OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You further understand and agree that:

- access to the Platform and Testnet 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 Testnet and your use of the Platform.
- 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 Testnet.
- 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.

INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INFORMATION PROVIDERS, LICENSORS, AND LICENSEES (COLLECTIVELY "**INDEMNIFIED PARTIES**") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS CONTAINED IN THESE TERMS. YOU WILL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENCE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU WILL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

## **8. Ownership of Rights.**

8.1. Between you and the Company, the Company retains all rights in connection with the Platform and Testnet (including all intellectual property rights therein). You are only granted a limited license to access and use the Testnet and Platform to the limited extent permitted by these Terms.

## **9. Changes to the Terms.**

9.1. The Company reserves the right to amend these Terms at its sole discretion. In the event of such amendments, the Company shall provide notification by displaying the revised Terms on the Platform. It is incumbent upon you to periodically review these Terms periodically for any modifications. Your continued participation in the Testnet and use of the Platform 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 and use of the Platform.

## **10. Governing Law. Severability.**

10.1. These Terms shall be governed by the laws and regulations of the Cayman Islands with respect to all matters including their effect, interpretation and exercise.

You and the Company shall endeavour to resolve through negotiations all disagreements that may arise between You and the Company during the validity term hereof.

If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days, the dispute shall be submitted to the competent court under the applicable laws of the Cayman Islands.

**Waiver of Class or Consolidated Actions.** All claims and disputes within the scope of this Terms must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

10.2. Each covenant and clause in this Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## **11. General Terms.**

11.1. 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 these 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.

11.2. Notices. Except as otherwise set forth herein, any notices or other communications to be provided by the Company under these Terms shall be deemed to have been delivered to you if posted on the Platform,).

11.3. No 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.

11.4. Miscellaneous. Nothing herein shall constitute an employment, consultancy, joint venture, or partnership relationship between you and the Company. These Terms 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 relating to the subject matter hereof. The section titles in these Terms are for convenience only and have no legal or contractual effect. The use of the word "including" will be interpreted to mean "including without limitation."

11.5. Term. These Terms shall remain in force until terminated by the Company. The Company may terminate these Terms at any time at its own discretion without explaining the reasons for this decision

**Contact Information.** If you have any questions about these Terms, the Platform or the Testnet, please contact [info@stroom.network](mailto:info@stroom.network).