

# PollinationX Software License Agreement

Any usage of the software products and services of CR Systems Limited is conditional upon you having acknowledged and accepted the following terms of the Software License Agreement:

## 1. Definitions

For the purposes of this document, the below terms will have the following meaning:

**“Company” or “we”** means CR Systems Limited, a legal entity established under the laws of the British Virgin Islands, registered at the following address: Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands;

**“Documentation”** means all materials supplied by or on behalf of the Company for use in conjunction with the Software, in any media or form, including (i) any and all installer’s, operator’s and user’s guides and manuals, (ii) training materials, (iii) source code files and applicable source code accompanying documentation, (iv) guides, (v) functional or technical specifications or other materials (including all materials describing the interoperability of the Software with other hardware or software), (vi) written requirements or specifications for the Software, and (vii) any revisions to the Documentation accompanying program upgrades;

**“DsaaS”** means a decentralized storage as a service made available to you by third-parties other than the Company and/or its affiliates through the L1 network selected by you;

**“L1”** means a distributed ledger managed by a peer-to-peer computer network that is interoperable with any of the Software;

**Policies** means any of the following internal policies introduced and/or modified by the Company from time to time and incorporated hereto by reference: AML/CTF Policy, Data Retention & Protection Policy, Information Security Incidents Procedure, and Personal Data Breach Notification Procedure;

**“PollinationX NFT”** means a utility dynamic non-fungible token that represents remaining storage capacity available to each user in the DsaaS in the course of the use of the Software (i.e. measured in GB);

**“Smart Contract”** means a self-executing computer program that automatically enforces the terms of a contract between parties in a L1 network;

**“Software”** means any of the following software products and associated documentation files:

PX dApp UI	<a href="https://github.com/PollinationX/px-dapp">https://github.com/PollinationX/px-dapp</a>
PX Protocols	<a href="https://github.com/PollinationX/smart-contracts">https://github.com/PollinationX/smart-contracts</a>
PX SDK	<a href="https://github.com/PollinationX/sdk-js">https://github.com/PollinationX/sdk-js</a>

“**Terms**” means these license terms, including the documents incorporated by reference hereto;

“**Tokens**” means native fungible or non-fungible tokens of L1s that are used to pay transaction costs in the respective L1 network;

“**You**” means the user of the Software;

“**Website**” means any of the following websites of the Company: <https://pollinationx.io/>

## 2. License

2.1. In exchange for payment of the Service Fees and subject to your compliance with the other Terms of this Software License Agreement, the Software is distributed to you under the MIT License below:

MIT License

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Permission is hereby granted, free of charge, to any person obtaining a copy of this Software, to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**2.2. Prohibited use.** You may not use any of the Software in violation of the Policies, applicable laws and for other illicit purposes. We reserve the right to block your access temporarily or permanently to the front end of the Software if, in our reasonable opinion, it is necessary to enforce terms of this Agreement, protect the integrity of the Software, or ensure the safety and security of the user community. Specifically, below is a non-exclusive list of circumstances that might warrant such action:

**2.2.1. Violation of the terms of service.** This includes illegal activities, or other actions prohibited by the terms.

**2.2.2. Fraudulent Activity.** This includes engaging in fraudulent activity, such as using stolen private keys, participating in scams, or other deceptive practices.

- 2.2.3. Security Risks.** If a user's account is compromised or poses a security risk to the Software or other users, access might be temporarily or permanently blocked to protect the system and its users.
- 2.2.4. Abusive Behaviour.** Exhibiting abusive behaviour towards other users, including harassment, bullying, stalking, or other forms of intimidation.
- 2.2.5. Spamming.** Sending unsolicited messages or engaging in spamming activities that disrupt the experience for other users.
- 2.2.6. Exploiting Bugs.** Using hacks or exploiting bugs in the Software to gain an unfair advantage over other users or disrupt the intended use of the Software.
- 2.2.7. Content Violations.** Posting or sharing prohibited content, such as copyrighted material without permission, explicit or harmful content, or promoting hate speech or violence.
- 2.2.8. Overuse or Abuse of Resources.** Excessively using or deliberately abusing the software's resources, such as overloading servers, which can affect service quality for other users.
- 2.2.9. Non-Payment.** Failure to pay for services or other fees associated with the Software can result in access being restricted until payment is received.
- 2.2.10. Legal and Regulatory Reasons:** Legal issues, such as a court order, or compliance with regulatory requirements, may necessitate restricting a user's access.

In any of the above-mentioned cases, the Company will not be liable and reimburse you for any of your expenses, damages, lost profit and other negative consequences resulting directly or indirectly from the suspension or cancelation of your usage rights.

2.3. The Company is neither engaged in nor licensed to render any of the crypto-asset services under the laws of any jurisdiction in the world, such as:

- (a) the custody and administration of crypto-assets on behalf of third parties;
- (b) the operation of a trading platform for crypto-assets;
- (c) the exchange of crypto-assets for fiat currency that is legal tender;
- (d) the exchange of crypto-assets for other crypto-assets;
- (e) the execution of orders for crypto-assets on behalf of third parties;
- (f) placing of crypto-assets;
- (g) the reception and transmission of orders for crypto-assets on behalf of third parties
- (h) providing advice on crypto-assets.

2.4. For the avoidance of any doubts, the Company does not collect, process and store any of your data during your use of the Software. Any collection, storage and/or processing of your data is the responsibility of the respective L1 network.

### 3. Fees

We will charge you fees for the use of the Software that is based on a storage capacity of the DsaaS you are planning to utilise in the respective L1 network. Upon payment of the fees, you will receive a PollinationX NFT that will represent the remaining storage capacity of the DsaaS available for your disposal in real time during your use of the Software.

The fees and payment means are published on the relevant Website and may be changed by the Company at any time upon its full discretion. The changes become effective on the date of their publication on the Website. The Company is entitled to unilaterally modify the Smart Contract governing the execution of payment of the fees. If you don't agree with the changes, you can cancel your subscription to the Software license. In the latter case, the Company will not be liable for and does not have to reimburse you for any of your expenses, damages, lost profit and other negative consequences resulting directly or indirectly from the cancelation of the subscription.

#### **4. L1s**

You may have a choice between several L1s for recording and processing your data exchange and storage transactions that are interoperable with the Software and DsaaS. We give you no guarantee, advice or assurance as to the quality of such L1s, their security and fitness to your specific needs. Furthermore, we take no responsibility for any damage or loss you may incur as a result technology failures, security and data breach incidents attributable directly or indirectly to the L1s. It is your own responsibility to assess business, financial, legal, tax, cybersecurity and other risks in connection with the use of the selected L1.

#### **5. Dealings with Tokens**

You may be required to pay fees in Tokens. Unless it is explicitly indicated on the Website in the subscription terms, it is your own responsibility to arrange for crediting of such Tokens to your relevant L1 wallet and directly incur the relevant transaction costs in the selected L1. We give you no guarantee, advice or other assurance as regards the value of Tokens, their availability, transferability, safe storage in the L1 and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of the Tokens by you.

#### **6. Maintenance and Support**

Maintenance and support services in connection with the use of the Software will not be made available to you, unless it is explicitly indicated in the subscription payment terms on the Website.

#### **7. Governing Law**

If any provision of this license is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions hereof will not be affected. These Terms will be governed by the laws of the British Virgin Islands. You agree to the exclusive jurisdiction of the courts of the British Virgin Islands for any claim or dispute arising out of or in connection with these Terms.

#### **8. Amendments**

Any amendments of these Terms can be made by the Company at any time at its sole discretion by publishing them on the Website. The amendments become effective immediately following their publication on the website.

## **9. Contact Information**

If you have any queries as regards these Terms, please contact us [info@pollinationx.io](mailto:info@pollinationx.io)