

LIMITED LICENSE

This license agreement defines and grants an irrevocable limited license to use TurtleNetwork brand assets for certain purposes and under specified conditions, and also defines certain prohibited uses.

By exercising the Licensed Rights (defined below), you accept and agree to be bound by the terms and conditions of this limited license (“Limited License”). To the extent this Limited License may be interpreted as a contract, you are granted the Licensed Rights in consideration of your acceptance of these terms and conditions, and the Licensor grants you such rights in consideration of benefits the Licensor receives from making the brand assets available under these terms and conditions.

1. Definitions

“TurtleNetwork” refers broadly to the TurtleNetwork blockchain network and includes its native coin, TN as well as any related infrastructure, proprietary platforms, etc.

“Licensor” refers to BlackTurtle BVBA.

“Limited License” refers to this license agreement.

“Licensed Rights” refers to the specific permitted uses defined in Section 2.

“Brand asset” refers to any logo, trademark, or other design related to TurtleNetwork which is owned by BlackTurtle BVBA. In particular, the ‘gemshell’ mark and TurtleNetwork logotype are both brand assets covered by this Limited License.

2. Licensed Rights (permitted uses)

You may use brand assets, including commercially, in the following ways:

- a) to create TurtleNetwork-themed merchandise
- b) to create art / memes etc. which promote or celebrate TurtleNetwork
- c) to represent actual affiliation, association, or collaboration with TurtleNetwork
- d) to create or contribute to TurtleNetwork community websites, guides, or other materials

3. License Conditions

Your exercise of the Licensed Rights is expressly made subject to the following conditions:

- a) You agree to use brand assets in compliance with all applicable laws, rules and regulatory regimes;
- b) You agree to not use brand assets in a way which implies a false sense of endorsement, sponsorship, or official association with TurtleNetwork;
- c) You agree to use brand assets only in ways that reflect favorably on TurtleNetwork and the TurtleNetwork community.

These conditions likewise extend to any use of brand assets for which you've received written authorization from Licensor.

4. Unspecified Uses and Permission

If you want to use brand assets in any way which is not expressly permitted (Licensed Rights) or expressly prohibited (Prohibited Uses), you must request permission in writing and receive written authorization from Licensor.

5. Prohibited Uses

Any use of brand assets not expressly permitted under Licensed Rights is a prohibited use, unless you have received prior written approval from Licensor as described in Section 4.

You may not:

- a) use brand assets to represent or promote any brand, project, organization, company, concept, or endeavor other than TurtleNetwork. This prohibition also applies to derivative works and 'copycat' designs;
- b) sell brand assets as design templates or concepts for re-use or modification;
- c) use brand assets in any way that is disparaging to TurtleNetwork;
- d) use brand assets in relation to any unlawful or fraudulent activity;

- e) use brand assets to create any visual identity which is confusingly similar to TurtleNetwork;
- f) submit, upload, send, or otherwise share brand assets with any exchange, aggregator, or other platform. This prohibition also applies to derivative works and ‘copycat’ designs.

The specific prohibitions listed in this section are provided for clarity / disambiguation only, and should not be interpreted as limiting the general prohibition of any and all uses which have not been expressly granted as Licensed Rights or via prior written authorization from Licensor.

6. Same license terms apply to shared, adapted, and derivative material

If you share or otherwise distribute brand assets—including adapted or derivative material based on your use of brand assets—such brand assets, adaptations, and derivations must be provided under this same or a similar license, including all license elements related to Licensor’s rights, and consistent with the specific terms of this Limited License.

You may not offer or impose any additional or different terms or conditions on, or apply any technological measures which restrict or limit anyone else’s free use of brand assets as permitted by this Limited License.

7. Unlicensed use and presumption in favor of Licensor

You acknowledge that any use of brand assets which is not consistent with—or is in clear violation of—the terms of this Limited License will trigger action for infringement of copyright and other rights, including legal action or takedown requests, etc.

You further agree that in the event of such a dispute over your use of brand assets under this Limited License, Licensor should be given full presumption and appropriate interim recourse until a formal legal determination can be made.

8. Ownership of TurtleNetwork brand assets

You acknowledge that Licensor is the sole and exclusive owner of all brand assets, and that all goodwill derived from using any brand assets inures exclusively to the benefit of Licensor.

You promise that you will not interfere with Licensor's rights in brand assets, including by challenging Licensor's use, registration, or application to register any brand asset or by registering any brand asset yourself anywhere in the world.

9. Spirit of this Limited License

The purpose of this Limited License is to grant you legal use of brand assets in limited, specified ways which promote and strengthen TurtleNetwork.

Likewise, it is against the spirit of this Limited License to use brand assets in any way which undermines, competes with, imitates, or otherwise harms or disadvantages TurtleNetwork.

By exercising any of the Licensed Rights defined herein, you are certifying that you have read, understood, and agree with the specific terms and also the spirit of this Limited License.