TERMS AND CONDITIONS OF THE TAKE-OFF CAMINO GRANT PROGRAM

Last updated 22nd of August 2023

These terms and conditions (the “**Terms and Conditions**”) concerning the “Take-Off Camino Grant Program” (the “**Grant Program**”) are entered into by and between the Camino Network Stiftung (Camino Network Foundation), located at Zug, Switzerland (“**Camino Foundation**") and you as an applicant for the Grant Program for software development, research and/or the production of software documentation and technical education material on the Camino Network (as defined below) as specified in the Guidelines of the Grant Program (each also a "**Party**" and together the "**Parties**").

These Terms and Conditions apply to your participation in the Grant Program, and in addition to any other terms of the Grant Program, describe the requirements of the Grant Program and the benefits that you may receive as a participant in the Grant Program.

YOUR PARTICIPATION IN THE GRANT PROGRAM IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE GRANT PROGRAM, YOU MUST STRICTLY ADHERE TO THESE TERMS AND CONDITIONS. IF, AS PART OF THE VOLUNTARY PARTICIPATION, YOU MEET THE CRITERIA LISTED BELOW, YOU MAY RECEIVE A CERTAIN AMOUNT OF CAMINO TOKENS (“**CAM**”). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THE TERMS AND CONDITIONS, YOU CONFIRM THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM.

**1.- Definitions**

The terms defined in this section whenever used in these Terms and Conditions shall have the respective meanings indicated below, both in singular and plural:

(i) “**Camino Network**” means the travel industry blockchain fueled by CAM that offers a versatile network to expand current business models and to create new touristic products to delight travelers and business partners.

(ii) “**Change of Control**” means any change in your ownership or control or of a legal entity directly or indirectly owning or controlling you, whether by merger, consolidation, reorganization, take-over, change in the ownership of the share capital or otherwise;

(iii) “**Effective Date**” means the date on which the application is accepted by section 3 of these Terms and Conditions.

(iv) "**Grant**" means the financial support provided by the Camino Foundation to you in CAM (i) for the development of the Project; and (ii) the grant of license rights on the Intellectual Property Rights, according to the terms of these Terms and Conditions. The Parties agree that Grants are unrelated to the actual development costs and the commercial value of the Project.

(v) "**Intellectual Property Rights**" means any (i) patents, designs, copyright and related rights, database rights, trademarks, trade names (whether registered or unregistered), and the related rights to apply for registration thereof; (ii) applications, extensions and renewals about any of these rights; (iii) know-how and confidential information; and (iv) all other rights of a similar nature and/or having an equivalent effect anywhere in the world.

(vi) “**Guidelines**” means the Grant Program Guidelines located on the Grant Program website https://camino.network/grant-program/.

(vii) “**Materials**” means the Project and any other material or information provided by you (including your team members if applicable) to the Camino Foundation in connection with the Grant Program.

(viii) "**Milestones Program**" has the meaning given in Section 3.3.

(x) “**Project**” means the software development, research and/or the production of software documentation and technical education material that you submit (or desire to submit) to the Camino Foundation for review and/or consideration by the Camino Foundation for the Grant Program under these Terms and Conditions.

(xi) "**Procedure**" means the procedure in connection with the Grant Program, as established in Section 3 below.

**2.- Eligibility**

If you are applying for a Grant, you represent and warrant that each of the following statements is true and accurate and all of the information you provided was and shall remain true and complete:

(i) If you are registering on behalf of a legal entity, such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and you are duly authorized by such legal entity to act on its behalf;

(ii) You are of legal age to form a binding contract (at least 18 years old in most jurisdictions);

(iii) You are not employed in any way by the Camino Foundation or any of its affiliates or an immediate family member of anyone thereof;

(iii) You have the right, full power and authority to enter into these Terms and Conditions, to exercise your rights and perform your obligations under these Terms and Conditions and in doing so will not violate any other agreement to which you are a Party nor any laws;

(iv) These Terms and Conditions constitute a legal, valid and binding obligation on you which are enforceable against you by their terms;

(v) No consent, authorization, license or approval of or notice to any governmental authority nor your shareholders, partners, members, other record or beneficial owners or other any relevant person (as applicable) is required to authorize the execution, delivery, validity, enforceability or admissibility in evidence of the performance by you of your obligations under these Terms and Conditions;

(vi) You are not a citizen of, or resident in or located in, or incorporated or otherwise:

1. listed on any of the following lists (each a “**Sanctions List**”): the Consolidated United Nations Security Council Sanctions List; the Specially Designated Nationals and Blocked Persons List or the Sectoral Sanctions Identification List maintained by the US Office of Foreign Assets Control (OFAC); the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; the Consolidated List of Financial Sanctions Targets or List of persons subject to restrictive measures given Russia's actions destabilizing the situation in Ukraine, maintained by the UK Treasury; the Overall List of Sanctioned Individuals, Entities and Organizations maintained by the Swiss State Secretariat for Economic Affairs (SECO); Ordinance lists of the Swiss Federal Council'; or any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority (as defined below);
2. owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List;
3. located in, resident in or incorporated under the laws of (as applicable) Syria, Iran, Cuba, Crimea or North Korea, or any other country or territory which, after the Effective Date, becomes the target of such comprehensive, country-wide or territory-wide Sanctions (as defined below) as currently apply to the aforementioned territories; or
4. the target of any sanctions laws, regulations, embargoes or restrictive measures (Sanctions), as amended from time to time, administered, enacted or enforced by: the United Nations, the United States, the European Union or any Member State thereof, the United Kingdom, Switzerland or the respective Governmental Authorities and agencies of any of the foregoing responsible for administering, enacting or enforcing Sanctions, including without limitation, OFAC, the US Department of State, the United Kingdom Treasury or the SECO (Sanctions Authority).

(vi) You will comply with any laws applicable to your Project (built based on the Camino Network) and not engage in any illegal activities. In particular, you will not use the Camino Network to facilitate the infringement of any third party intellectual property rights or data privacy rights; and

(vii) You shall indemnify and hold harmless the Camino Foundation from any third-party claims (including reasonable attorney's costs) raised against Camino Foundation based on an alleged infringement of the above representations and warranties.

**3.- Procedure**

To apply for a Grant from the Grant Program, you shall comply with the Procedures and processes defined in these Terms and Conditions and our Guidelines.

Your application shall fulfil the following criteria: (i) it shall be a software-based project, which contributes to the advancement of the travel ecosystem; and (ii) you will need to submit the application and deliver Milestones Program according to the Procedure specified below.

The Grant Program consists of four parts, each of them described in more detail below:

3.1. Application

The Grant Program is open to natural and legal persons that have submitted a completed Grant Program application describing the Project via the Grant Program website located at <https://camino.network/grant-program/>.

To be accepted for the Grant Program, the Camino Foundation will review the application submitted by you. The Camino Foundation will aim to but is not obligated to, process each application within thirty (30) days after submission.

Accordingly, your application will be accepted or rejected by the Camino Foundation. If you will be accepted for the next step, they will be informed via email which has been provided in the application.

3.2. Initial Call

Once the application has been accepted as outlined in section 3.1. above, the Camino Foundation will set up an initial call to learn more about the applicant and its vision. There will also be a discussion on how the milestones are set and how much CAM is needed to achieve these. You agree to follow all requirements as set forth in the Grant Program and in further instructions that may be provided to you by the Camino Foundation.

3.3. Final Review

After the initial call, you will be informed either way of your grant acceptance or rejection. If accepted, you must confirm your agreed-upon milestones during the initial call through the issuance of a Milestones Program and the signature of the corresponding documents, the Guidelines and in further instructions that may be provided to you by the Camino Foundation.

As soon as the Camino Foundation approves the request, the delivery is officially accepted. The delivery is now a part of the Milestones Program delivery.

The time point of the acceptance is hereby stored on the chain.

THE GRANTING OF GRANTS AS PART OF THE GRANT PROGRAM IS WITHIN THE CAMINO FOUNDATION’S SOLE DISCRETION AND ALL DECISIONS RELATED TO THE GRANT PROJECT ARE FINAL AND NON-APPEALABLE.

3.4. Payment process

The Camino Foundation will work with you to establish a Milestones Program (as described in sections 3.2 and 3.3 above) to split up the compensation in CAM and to allow payment whenever a milestone is hit.

THE PAYMENT TO YOU OF THE GRANT IN CAM IS SUBJECT TO COMPLIANCE WITH APPLICABLE LAWS IN FORCE.

**4.- Marketing and promotion**

4.1. You will not issue any press release or similar public announcements in connection with these Terms and Conditions, without the prior written approval of the Camino Foundation.

4.2. You agree that the Camino Foundation may, but is not required, to include the Project in published lists and similar compilations and on its online properties during the term of the Terms and Conditions, including on webpages and other promotional materials regarding third-party products. You agree to provide the Camino Foundation with product descriptions, images, logos, website links and other content regarding a Project as may be reasonably requested by the Camino Foundation for inclusion in such lists and compilations, and for use in its related marketing activities.

4.3. You shall, at all times during the term of these Terms and Conditions refrain from making, causing to be made, publishing, ratifying, endorsing, re-publishing or promulgating any and all disparaging remarks or derogatory, false, negative, critical, vilifying or otherwise detrimental statements or comments, whether implied or expressed, made in any format to any party or entity concerning the Camino Foundation, its officers, directors, employees, council members, advisors or otherwise affiliated individuals, entities and projects, including, but not limited to negative statements about:

a. any management style, methods of doing business, quality of products and services, the business affairs, operation, financial condition and standing in the community; and

b. any treatment of its officers, directors, employees, council members, advisors or otherwise affiliated individuals and any circumstances surrounding any such employment and/or separation of employment from the Camino Foundation or advisory relationships.

4.4. You agree to forbear from making any public or non-confidential statement concerning any claim or complaint against the Camino Foundation without having obtained the Camino Foundation’s prior written consent.

**5.- Representation and Warranties**

5.1. You hereby represent and warrant that:

a. You have the authority to enter into these Terms and Conditions;

b. the information submitted to the Camino Foundation in connection with the application, including in the Project, is accurate and complete; and

c. none of your Materials or marks infringe upon, violate or misappropriate a third party’s Intellectual Property Rights or contains any illegal or defamatory materials, or violate any law or regulation.

5.2. THE CAMINO FOUNDATION WEBSITES, INCLUDING THE GRANT PROGRAM WEBSITE, AND ANY CAMINO FOUNDATION MATERIALS YOU MAY HAVE ACCESS TO IN CONNECTION WITH THE GRANT PROGRAM ARE PROVIDED “AS-IS” AND “AS AVAILABLE,” WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTY OF ANY KIND. THE CAMINO FOUNDATION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, ARISING BY LAW OR OTHERWISE) IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE CAMINO FOUNDATION MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE GRANT PROGRAM, THE CAMINO FOUNDATION WEBSITES OR THE CAMINO FOUNDATION MATERIALS WILL MEET YOUR REQUIREMENTS, THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) YOUR PROJECT WILL BE COMPATIBLE WITH CURRENT OR FUTURE VERSIONS OF THE CAMINO FOUNDATION’S PRODUCTS OR SERVICES; OR (III) YOU WILL PROFIT OR DERIVE ANY ECONOMIC BENEFIT FROM YOUR PARTICIPATION IN THE GRANT PROGRAM.

**6.- Intellectual Property**

6.1. You hereby grant to the Camino Foundation a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable right and license to use, reproduce, modify, distribute, display, publish, perform, transmit and access your Material in connection with the Grant Program and for promotion of the Camino Network, in any media formats, through any media channels or otherwise. For example, you grant the Camino Foundation the right to demonstrate your Project in connection with the promotion of the Camino Network. You agree not to instigate, support, maintain or authorize any action, claim or lawsuit against the Camino Foundation on the grounds that any use of your Material as provided herein, infringes any of your rights as the creator of the Materials, including, without limitation, trademark rights, copyrights and moral rights. You acknowledge that the Camino Foundation may currently or in the future be developing information internally, or receiving information from other parties, that is similar to your Material. Nothing in these Terms and Conditions will be construed as a representation or agreement that the Camino Foundation will not develop or have developed products, concepts, systems or techniques similar to or competing with the products, concepts, systems or techniques contemplated by or embodied in any Material.

6.2. You grant to the Camino Foundation a non-exclusive, irrevocable, worldwide, royalty-free, non-sublicensable, royalty-free license to use your marks solely in connection with the Grant Program and the activities contemplated in section 3, in any media formats, including, but not limited to advertising, marketing and promoting the Camino Foundation and the Camino Foundation’s products and services and identification of and discussion about your participation in the Grant Program. All goodwill arising from the use of your marks will inure solely to your benefit.

6.3. In connection with the creation of your Materials, the Camino Foundation hereby grants you, during the term of these Terms and Conditions, a limited license to use the Camino Foundation materials solely in connection with your participation in the Grant Program.

6.4. You acknowledge and accept that the Camino Foundation owns all rights, titles and interests in and to the Camino Foundation materials and the Camino Foundation’s products and services (including, the Camino Foundation website and its trademarks, including all associated Intellectual Property Rights thereto).

**7.- Term and Termination**

7.1. These Terms and Conditions (i) come into force on the Effective Date, and (ii) shall remain in force (unless earlier terminated by these Terms and Conditions) until the completion of your participation in the Grant Program.

7.2. Termination with immediate effect will occur if the terms of the Terms and Conditions agreement are violated, as follows:

(i) if a deadline according to the Milestones Program is not met;

(ii) if it results from your behaviour that such a deadline will not be met;

(iii) if you become bankrupt, insolvent, wound-up or dissolved or otherwise lose its legal personality as a validly standing entity;

(iv) if there is a Change of Control and the Camino Foundation has not given its prior written consent to such Change of Control; and/or

(v) in the event you do not comply with section 6 and/or causes, in any way and at Camino Foundation's discretion, any damage to the Camino Foundation or the Camino Network's image or reputation.

7.3. The Camino Foundation reserves the right at its sole discretion to amend these Terms and Conditions or cancel, terminate, modify or suspend the Grant Program and terminate these Terms and Conditions. The Camino Foundation may also terminate these Terms and Conditions for convenience upon ten (10) days' written notice. Upon any termination, discontinuation or cancellation of the Grant Program or these Terms and Conditions, all provisions of these Terms and Conditions which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

**8.- Limitation of liability**

8.1. NEITHER THE CAMINO FOUNDATION NOR ANY OTHER PARTY INVOLVED IN THE ADMINISTRATION OF THE GRANT PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE CAMINO FOUNDATION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE CAMINO FOUNDATION’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE TOTAL AMOUNT OF THE GRANT.

8.2. THE CAMINO FOUNDATION IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS RESULTING IN OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATIONS OR TRANSMISSION, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF MATERIALS, OR FOR TECHNICAL, NETWORK, TELEPHONE EQUIPMENT, ELECTRONIC, COMPUTER, HARDWARE OR SOFTWARE MALFUNCTIONS OR LIMITATIONS OF ANY KIND, OR INACCURATE TRANSMISSIONS OF OR FAILURE TO RECEIVE ENTRY INFORMATION BY THE CAMINO FOUNDATION ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE CAMINO FOUNDATIONS WEBSITES OR AT ANY WEBSITE OR ANY COMBINATION THEREOF. THE CAMINO FOUNDATION IS ALSO NOT RESPONSIBLE FOR INJURY OR DAMAGE TO YOUR COMPUTER OR ANY OTHER DAMAGE RESULTING FROM DOWNLOADING ANY MATERIALS IN CONNECTION WITH THE GRANT PROGRAM

8.3. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE CAMINO FOUNDATION.

**9.- Indemnification**

You agree to release, indemnify, defend and hold the Camino Foundation and its parent, affiliates, subsidiaries, directors, officers, employees and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Grant Program, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Grant Program, your Projects or acceptance or use of a Grant, including without limitation (i) any condition caused by events beyond the Camino Foundation’s control that may cause the Grant Program to be disrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of any benefit you may receive in connection with the Grant Program, or acceptance, possession, or use of a Grant, or from participation in the Grant Program; and (iii) any printing or typographical errors in any materials associated with the Grant Program.

**10.- Notices**

10.1. We may provide any notice to you under these Terms and Conditions by posting a notice on the Camino Foundation websites, the Grant Program website or sending an email to the email provided during the Procedure. The notices provided by posting on the Camino Foundation website or the Grant Program website will be effective upon posting. You will be deemed to have received any email sent to the email address then associated with your account when the Camino Foundation sent the email (or the next regular working day thereafter), whether or not you received or read the email. It is your responsibility to keep your email address current.

10.2. To give us notice under these Terms and Conditions, you must contact us by email at [*takeoff@camino.network*]. We may update this email address for notices to us by posting a notice on the Camino Foundation website and/or the Grant Program website. Notices to us will be effective one business day after they are sent.

10.3. All communications and notices to be made or given under these Terms and Conditions must be in the English language.

**11.- Privacy**

The personal information submitted by you in connection with your application to join the Grant Program and what you provide to us in connection with your participation in the Grant Program will be used for the purposes described in these Terms and Conditions and will otherwise be handled by the Camino Foundation’s Privacy Policy, and you acknowledge and agree to such use.

**12.- Miscellaneous**

12.1. The Parties are independent contractors. These Terms and Conditions are an agreement at arms' length between the Parties and do not constitute a partnership, association or joint venture under any applicable law. Consequently, the provisions of these Terms and Conditions shall not, under any circumstances, be interpreted as creating any such relationship between the Parties. Neither Party may bind the other in any manner whatsoever or in favour of anyone whomsoever.

12.2. The failure of any of the Parties to avail itself or to enforce any of the provisions of these Terms and Conditions or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way to affect the validity of these Terms and Conditions. No waiver shall be effective unless expressly made in writing and signed by an authorized representative of the waiving Party.

12.3. If any provision of these Terms and Conditions is held to be void, invalid or inoperative, the remaining provisions of these Terms and Conditions shall not be affected and shall continue to be in effect, and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

12.5. These Terms and Conditions or individual rights and obligations arising from it may only be assigned or transferred to third parties with the prior written consent of the other Party, save that Camino Foundation may freely assign any of its Intellectual Property Rights and any rights or obligations under these Terms and Conditions to any of its affiliates.

12.6. The headings used herein are inserted only as a matter of convenience and for reference only. They shall not affect the construction or interpretation of these Terms and Conditions.

**13.- Applicable Law and Jurisdiction**

13.1. These Terms and Conditions shall be governed by and construed by the substantive laws of Switzerland without any reference to its conflict of law provisions. The provisions of the United Nation Convention on contracts for the International Sale of Goods (CISG) shall not apply.

13.2. Any disputes arising out of or in connection with these Terms and Conditions and contracts entered into thereunder shall be submitted to the sole and exclusive jurisdiction of the courts of the city of Zug.