General Terms and Conditions for Avail's Testnet Incentive Programme

The following document shall be deemed to form the terms and conditions (the "General Terms") for the Avail Testnet Incentive Programme between an "Eligible User" (as defined below) and Avail DIFC Limited (the "Company"), and be read and construed as part of the broader Avail Terms of Service (if any) in force from time to time ("Service Terms"), and shall be interpreted in the following order in case of discrepancy or ambiguity among the following documents;

1. Service Terms (if any)
2. General Terms

The Testnet Programme offers Eligible Users of access to the Testnet, designated and operated by the Company, including and on the basis of an intercompany agreement underlying the use of necessary IP rights owned within the Network Companies, the opportunity to earn Testnet Points, which may, at the discretion of the Company and in accordance with the Service Terms (if any), become convertible on the Conversion Date to Avail Tokens. These General Terms are supplemental to, and incorporate by reference, the Service Terms.

1. Interpretation

The following definitions and rules of interpretation apply in these General Terms:

1.1 Definitions

1.1.1. "General Terms" : these terms and conditions as amended from time to time in accordance with the Service Terms.

1.1.2. "Service Terms" : the terms and conditions of the broader Company terms of service.

1.1.3. "Company" : Avail Technology Limited incorporated under the Companies Law, DIFC Law No. 5 of 2018 with registered number 7545, and all of its affiliate Network Companies.

1.1.3.1. "Network Companies" : All companies part of the Avail Project including Avail Holdings Ltd incorporated in the Cayman Islands with registered number 402490 and Erasure Coding Technologies Ltd with registered number 236390 under international business company act in the Republic of the Seychelles.

1.1.4. "Eligible User" : Persons (natural or legal) who participate in the Testnet Programme.

1.1.5. "Testnet Programme" : The Testnet process whereunder Eligible Users may perform certain tasks and, in connection thereto, receive reward points on the basis of their participation, their performance and feedback.

1.1.6. "Node Operator Grants" : [Planned for Mainnet] Financial or token-based incentives provided by the Company to individuals or entities actively operating nodes on the Avail Testnet, aimed at encouraging their continued participation and eventual operation of nodes on the Avail mainnet.

1.1.7. "Project" : Refers to the collective set of activities, technologies, and operations managed by the Company, including but not limited to the development of the Avail blockchain protocol, Testnet, and mainnet.

1.1.8. "Avail System" : The complete ecosystem developed and managed by the Project, encompassing the Avail blockchain protocol, smart contracts, Testnet, mainnet, and any associated applications or services.

1.1.9. "Developer Grants" : [Planned for Mainnet] Financial or token-based rewards provided by the Company to incentivize independent developers to contribute to the development of features or applications.

1.1.10. "Avail Tokens" : [Planned for Mainnet] The native digital or cryptographic tokens to be issued by the Company, used within the Avail System for various purposes including but not limited to staking, governance, and transaction fees.

1.1.11. "Vulnerabilities" : Weaknesses or flaws in the code or architecture of the Avail System that could be exploited to compromise the security or functionality of the system.

1.1.12. "Bugs" : Errors, flaws, or unintended behaviors in the code of the Avail System that negatively impact its functionality, performance, or security.

1.1.13. "Testnet Points" : Virtual points awarded to participants in the Avail Testnet for completing specific tasks or achieving certain milestones, which may be convertible to Avail tokens at a later date.

1.1.14 "Grants" : [Planned for Mainnet] Financial or token-based incentives provided by the Company to individuals, entities, or projects that contribute to the Avail System, including but not limited to Developer Grants and Node Operator Grants.

1.1.15 "Ambassador Programme" : [Planned for Mainnet] A program designed to reward community members for promoting the Avail Project and expanding its user base through various activities such as social media engagement, event hosting,

and content creation.

1.1.16: "Conversion Date" : The date, to be determined at the sole discretion of the Company and after the date on which the Mainnet is launched, on which Testnet Points may be converted into Avail Tokens, at the sole discretion of the Company.

2. Scope of Contract

2.1. Eligibility and Participation**

2.1.1. By participating in the Testnet Programme with a view to claiming Testnet Points , Eligible User agrees to these General Terms.

2.1.2.Participation shall only be deemed to be accepted when the Eligible User agrees to these General Terms.

2.1.3.Without prejudice to any other right or remedy available to the Company under these General Terms, the Company may at its sole discretion exclude participation of Eligible Users.

2.2. Bug Bounty

2.2.1. Eligible Users may be entitled to rewards for identifying and reporting Vulnerabilities or Bugs in the Project's code.

2.2.2. Eligibility for and the amount of rewards is determined at the sole discretion of the Company, which may be in the form of Avail tokens or other incentives.

2.2.3. The objective of rewards under the Bug Bounty is to improve the security and reliability of the Avail System.

2.3. Developer Grants

2.3.1 The Company can offer Developer Grants to incentivize the development of features or applications on the Avail Testnet. These Grants aim to encourage Eligible Users to contribute to the Avail ecosystem.

2.3.2. The eligibility criteria, application process, and Grant amount will be determined by and at the sole discretion of the Company and may be subject to change.

2.4. Avail Ambassadors

2.4.1. The Avail Ambassador Programme rewards Community Members for promoting the Avail project and expanding its user base. Rewards may be earned through activities such as social media posts, hosting events, or creating support tutorials.

2.4.2. Eligible Users participating in the Avail Ambassador Programme must adhere to these General Terms, ethical marketing practices and any other guidelines provided by the Company at all times. The Company reserves the right to disqualify from the Avail Ambassador Programme any such Eligible User found to be in violation of these General Terms.

2.5. Node Operator Grants

2.5.1. The Company offers Node Operator Grants to active Node Operators on the Avail Testnet. These Grants are intended to incentivize Eligible Users to operate nodes on the Avail Mainnet once it is live.

2.5.2. The eligibility criteria for Node Operator Grants will be determined by and at the sole discretion of the Company.

2.5.3. Eligible Users entitled to receive a Node Operator Grants may be required to meet certain performance metrics to qualify for these Grants.

3. Taxes and Duties

3.1. Taxes

3.1.1. Eligible User is solely responsible for all taxes related to his participation in the Testnet Programme and the potential receipt of Testnet Points thereunder.

3.2. Other Duties

3.2.1. All taxes and duties in connection with participation in the Testnet Programme levied in respectively applicable jurisdiction of the Eligible User shall be borne by such User.

4. Warranties and Representations

4.1. Additional Warranties and Representations

4.1.1. Receipt for Own Account: Eligible User confirms that any Testnet Points received will be for its own account.

4.1.2. No Reliance: Eligible Users have sufficient knowledge to evaluate the risks and merits and are not relying on any representations by the Company.

4.1.3.Compliance with Laws: Eligible Investor warrants to observe and comply with on an ongoing basis and at any time throughout participation in the Testnet Programme all laws of the applicable jurisdiction related to his participation.

4.1.4. Transfer Restrictions: Eligible Investor warrants not offer or sell any of the Testnet Points received or potentially entitled to in a manner contrary to the law of the jurisdiction relevant to his participation.

5. General

5.1. General Terms

5.1.1. Eligibility for and participation in the Testnet Programme is subject to legal capacity.

5.1.2. No Prior Promises: Eligible User Acknowledges that he may receive Testnet Points for free and even where title to any rewards has not reasonably arisen in advance.

5.1.3. Compliance: Eligible User is not a Prohibited Person or a U.S. Person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933. The Eligible User commits not to use VPNs to circumvent restrictions.

5.2. Discretionary Service

6.2.1 The Testnet Programme is discretionary. The Company may entitle, in accordance with Clause 2.2. of these General Terms, the Eligible User to Testnet Points for completing tasks on a designated Testnet.

6.2.2. The Company does not control the Avail Protocol and does not accept liability for its operation.

6. Limitation of Liability:

THE USERS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

6.1. No Liability:

6.1.1. References to liability in this Clause 7 include every kind of liability arising under or in connection with the Eligible User's participation in the Testnet Programme including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

6.1.2. Company bears no liability for the inability of Eligible User to claim Testnet Points due to technical or other issues.

6.1.3. Disclaimer for third-party services: In the context of and strictly for the purpose of third-party verification services the Company may share information of the Eligible User with any such service provider..In this regard, Eligible User waives any claim against us regarding these services.

7. Data Protection

7.1. Privacy and Data Collection

8.1.1. The Company may collect information to determine the activities undertaken by the Eligible User within the Testnet Programme and may display this on a public dashboard. The company may also collect transaction and identification information on any occasion throughout the duration of the Testnet Programme.

8.1.2. The Company may also, throughout the duration of the Testnet Programme collect information for the purpose of determining the Eligible User's reliability or uptime of activities within the Testnet Programme, including through the use of telemetry or metrics endpoints to collect and analyze such information, and link this to a unique identifier representing the Eligible User's activities within the Testnet Programme.

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