

# SUPPLEMENTAL INCENTIVIZED TESTNET TERMS

Last Revised on 1/16/2023

Welcome to the Supplemental Terms (these "ITN Award Program Terms" or "Terms" ) for the Incentivized Testnet Award Program (the "ITN Award Program" or the "Program" ) as operated on behalf of Strange Loop Labs AG ("Company" , "we" or "us" ). The ITN Award Program provides eligible users of a Testnet designated by the Company the opportunity to earn rewards, which may include Celestia tokens. These Terms are supplemental to, and incorporate by reference, the broader Celestia Terms of Service ("Services Terms" ) available at [Celestia Terms of Service](#) .

Defined terms used but not defined herein have the meaning set forth in the Services Terms. The Program and your participation in it is a Service as defined under the Services Terms.

These Terms govern your ability to participate in the Program and any awards you receive from that participation, which may include Celestia tokens ("ITN Rewards" ).

Please read these Terms carefully, as they include important information about your legal rights. By participating in the Program or claiming ITN Rewards, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not participate in the Program or claim ITN Rewards.

In order to participate in the Program you must provide certain information about you. Our collection of such information, your rights with respect to such collection, and other relevant information is described in the Celestia Privacy Policy available at [Celestia Privacy Policy](#) , and is supplemented by Section 3 of these Terms.

The Program is a discretionary Service provided by the Company, pursuant to which the Company may, in its sole discretion, provide you ITN Rewards for your successful completion of certain tasks on a Testnet designated by the Company. Please note that any such Testnet itself (as well as any other Testnets or any mainnet deployment of the Celestia Protocol) is not a Service and does not constitute an element of the Services. We do not control the Celestia Protocol and accept no liability for its operation or its deployment in any testnet or mainnet environment.

## 1. General Terms

1.1 You must be eighteen (18) years of age or older and capable of forming a binding contract with the Company in order to participate in the Program or receive ITN Rewards.

1.2 You agree and acknowledge that you (a) may receive ITN Rewards for free (other than applicable taxes, if any) from your participation in the Program, (b) were not previously promised ITN Rewards, unless pursuant to a separate written agreement, and (c) took no action in anticipation of or in reliance on receiving any ITN Rewards, unless pursuant to a separate written agreement.

1.3 Your eligibility to participate in or receive ITN Rewards from the Program is subject to our sole discretion. The complete list of actions you must complete to earn ITN Rewards may not have been described in the documentation released by us from time to time, you may not receive ITN Rewards even if you successfully complete such actions, and no documentation related to the Program entitles you to any ITN Rewards or to participate in the Program.

1.4 You agree and acknowledge that (a) you are not a Prohibited Person, (b) 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 "1933 Act" or "Act" ), (c) you will not use a VPN or other tool to circumvent any geoblock or other restrictions that we may have implemented for participants in the Program, and (d) you are not participating in, and have not become eligible to participate in, the Program by receiving credentials from any other person or entity. Any circumvention or violation of the above will permanently disqualify you from participation in the Program.

1.5 You agree and acknowledge that if you are unable to claim ITN Rewards due to technical bugs, gas fees, loss of access to a Wallet or the keys thereto, or for any other reason, you will have no recourse or claim against us or any other Company Entity and that neither we nor any other Company Entity will bear any liability.

1.6 You agree and acknowledge that claiming an ITN Reward may require reliance on or an integration with third party products (e.g., a Wallet or an unaffiliated network or blockchain) that we do not control. In the event that you are unable to access such products or integrations, or if they fail for any reason, and you are unable to participate in the Program or claim ITN Rewards, you will have no recourse or claim against us or any other Company Entity and neither we nor any other Company Entity will bear any liability.

1.7 The Company may share identifying information and documentation with certain vendors or third-party providers who provide such identity verification and sanctions and watchlist screening services (the "Third-Party Services" ). You agree that your access and use of such Third-Party Services is 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. We are 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.

## 2. Taxes

2.1 You are responsible for the payment of all taxes associated with your participation in the Program and your receipt of ITN Rewards. You agree to provide the Company with any additional information and complete any required tax or other forms relating to your receipt of ITN Rewards. You may suffer adverse tax consequences as a result of your participation in the Program or your receipt of ITN Rewards. You hereby represent that (a) you have consulted with a tax adviser that you deem advisable in connection with your participation, or that you have had the opportunity to obtain tax advice but have chosen not to do so, (b) the Company has not provided you with any tax advice with respect to your participation, and (c) you are not relying on the Company for any tax advice.

## 3. Supplemental Privacy Information

We may collect information to help us determine the reliability or uptime of your activities within the Program, including through the use of telemetry or metrics endpoints to collect and analyse such information, and link this information to a unique identifier to represent your activities within the Program. We may display all of the foregoing information on a public dashboard.

Additionally, we may collect certain information about you from Third-Party Services and may combine information we receive from you with information we obtain from Third-Party Services, including but not limited to:

- Transaction information
- . Information related to transactions in your Wallet, your Wallet address, activities performed using your Wallet, tokens received by your Wallet, or transactions initiated or completed.
- Identification information
- . We collect your government identification (e.g., driver's license, passport, etc.), proof of address, biometric information, and entity formation information if applicable. By agreeing to these Terms, you consent to our use of your biometric information, and understand and agree that our use of the biometric information is necessary for the performance of these Terms and the implementation of the Services.

We collect this information to confirm your eligibility to participate in the Program and receive ITN Rewards, comply with our legal obligations, detect and prevent fraud, and to provide you with the Program.

Any information we receive from third-party sources will be treated in accordance with the Celestia Privacy Policy, available at [Celestia Privacy Policy](#) . We are not responsible or liable for the accuracy of the information provided to us by third parties and are not responsible for any third party's policies or practices. See Section 9 of the Celestia Privacy Policy for more information.

## 4. Certain Additional Representations

4.1 Receipt of Rewards Entirely for Own Account . Your eligibility to receive ITN Rewards is made in reliance upon your representation to the Company, which by your agreement to these Terms you hereby confirm, that any ITN Rewards you receive will be for your own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that you have no present intention of selling, granting any participation in, or otherwise distributing the same. By agreeing to these Terms, you further represent that you do not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any ITN Rewards. If you are agreeing to these terms on behalf of an entity, that entity has not been formed for the specific purpose of obtaining the ITN Rewards.

4.2 Disclosure of Information . Your eligibility to receive ITN Rewards is made in reliance upon your representation to the Company, which by your agreement to these Terms you hereby confirm, that you have sufficient knowledge of and experience in business and financial matters to be able to evaluate the risks and merits of your participation in the Program and of any ITN Rewards and are able to bear the risks thereof. You hereby affirm that you have not relied on any representations or warranties made by the Company related to the Program, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper.

4.3 Compliance with United States Securities Laws . You understand that the ITN Rewards have not been, and will not be, registered under the 1933 Act or any applicable state securities laws. You acknowledge that the availability of an exemption from the registration provisions of the Securities Act and other applicable state securities laws depends upon, among other things, the bona fide nature of your intent as described in Section 4.1 above and with respect to the accuracy of your representations as expressed throughout these Terms. You understand that the ITN Rewards may be deemed "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, you may be restricted from transferring any ITN Rewards unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. You acknowledge that the Company does not undertake any obligation to register or qualify the ITN Rewards for resale, and exemptions from registration and qualification may not be available or may not permit you to transfer all or any of the ITN

Rewards in the amounts or at the times proposed by you. You further acknowledge that if an exemption from registration or qualification is available, such exemption may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the ITN Rewards, and on other factors outside of your control, for which the Company makes no assurances and may not be able to satisfy.

**4.4 Compliance with Liechtenstein Security Law .** You understand that nothing in these Terms will be deemed to constitute a prospectus of any sort in Liechtenstein or in any jurisdiction in the EU; nor does it in any way pertain to a public offering or a solicitation of an offer to buy any securities in Liechtenstein or in any jurisdiction in the EU.

**4.5 No Public Market .** You understand that no public market now exists for the ITN Rewards, and that the Company has not made any assurances that a public market will ever exist for the ITN Rewards.

**4.6 No Solicitation .** At no time were you presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with any invitation to participate in the Program or offer of the ITN Rewards.

**4.7 Other Applicable Laws .** You hereby represent that you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to participate in the Program, receipt of ITN Awards, and other use of these Terms, including (a) the legal requirements within your jurisdiction for participating in the Program and receiving ITN Rewards, (b) any foreign exchange restrictions applicable to such participation or receipt, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the receipt, holding, sale, or transfer of the ITN Rewards. Your participation in the Program and continued beneficial ownership of ITN Rewards will not violate any applicable securities or other laws of your jurisdiction.

**4.8 Non-US Transaction .** You are not a U.S. Person as defined in Rule 902(k) of Regulation S under the 1933 Act. The offer of the ITN Rewards to you was made in an offshore transaction (as defined in Rule 902(h) of Regulation S), no directed selling efforts (as defined in Rule 902(c) of Regulation S) were made in the United States, and you are not obtaining the ITN Rewards for the account or benefit of any U.S. Person.

**4.9 Transfer Restrictions .** You will not, during the Restricted Period (as defined below) offer or sell any of the ITN Rewards (or create or maintain any derivative position equivalent thereto) in the United States, to or for the account or benefit of a U.S. Person or other than in accordance with Regulation S. The Company reserves the right to impose additional transfer restrictions with respect to the ITN Rewards in its sole discretion.

**4.10 Subsequent Sales .** You will, after the expiration of the applicable Restricted Period, only offer, sell, pledge or otherwise transfer the ITN Rewards (or create or maintain any derivative position equivalent thereto) pursuant to registration under the 1933 Act or any available exemption therefrom and, in any case, in accordance with applicable state securities laws.

**4.11 Legends .** You acknowledge and agree that the ITN Rewards will be deemed to bear the following legends: (a) any legend required by the securities laws of any state or country to the extent such laws are applicable to the ITN Rewards represented by the certificate so legended, and (b): the following legend (and even without such legend the following restrictions apply):

THE ITN REWARDS HAVE NOT BEEN REGISTERED UNDER THE ACT WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AND THE COMPANY DOES NOT INTEND TO REGISTER THEM. THE ITN REWARDS HAVE BEEN OBTAINED TO HOLD FOR THE LONG TERM AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREFOR. PRIOR TO THE ONE YEAR ANNIVERSARY FROM THE TERMINATION OF THE ITN REWARD PROGRAM (THE "PROGRAM COMPLETION DATE" AND SUCH ONE YEAR PERIOD, THE "RESTRICTED PERIOD" ), THE ITN REWARDS MAY NOT BE OFFERED OR SOLD (INCLUDING OPENING A SHORT POSITION IN SUCH ITN REWARDS) IN THE UNITED STATES OR TO U.S. PERSONS AS DEFINED BY RULE 902(k) ADOPTED UNDER THE ACT, OTHER THAN TO DISTRIBUTORS, UNLESS THE ITN REWARDS ARE REGISTERED UNDER THE ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT IS AVAILABLE. RECIPIENTS OF ITN REWARDS PRIOR TO THE ONE YEAR ANNIVERSARY OF THE PROGRAM COMPLETION DATE MAY SELL SUCH ITN REWARDS ONLY PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT OR OTHERWISE IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S OF THE ACT, OR IN TRANSACTIONS EFFECTED OUTSIDE OF THE UNITED STATES PROVIDED THEY DO NOT SOLICIT (AND NO ONE ACTING ON THEIR BEHALF SOLICITS) PURCHASERS IN THE UNITED STATES OR OTHERWISE ENGAGE(S) IN SELLING EFFORTS IN THE UNITED STATES AND PROVIDED THAT HEDGING TRANSACTIONS INVOLVING THESE ITN REWARDS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT. A HOLDER OF THE ITN REWARDS WHO IS A DISTRIBUTOR, DEALER, SUB-UNDERWRITER OR OTHER SECURITIES PROFESSIONAL, IN ADDITION, CANNOT PRIOR TO THE ONE YEAR ANNIVERSARY OF THE PROGRAM COMPLETION DATE SELL THE ITN REWARDS TO A U.S. PERSON AS DEFINED BY RULE 902(k) OF REGULATION S UNLESS THE ITN REWARDS ARE REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION UNDER THE ACT IS AVAILABLE.

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