

Testnet Terms and Conditions
Last Updated: November 21, 2022

These Testnet Terms and Conditions (this “**Terms**”) is entered into between Non-Fungible Ecosystem Limited (“**Papr**”), and you (“**You**”). These Testnet Terms and Conditions governs your access to and use of Papr’s testnet, Points (as defined below), and related services (“**Testnet**”) offered by Papr solely for testing and evaluation purposes. Further description and related details of the Testnet may be provided to you at the time you access or engage with the Testnet. By accessing or using the Testnet, you agree to be bound by these Terms and accept all of its terms. If you do not accept all the terms of these Terms, then you may not use the Testnet.

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE TESTNET AND ANY RELATED SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”).

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE TESTNET OR ANY RELATED SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“**VPN**”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

For the purposes of the Terms, “**Restricted Territory**” means of Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which Canada, Panama, the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions.

1. Acknowledgment of Testnet and Testnet Limitations. You acknowledge that: (a) the Testnet have not been made commercially available by Papr; (b) the Testnet may not operate properly, be in final form or fully functional; (c) the Testnet may contain errors, design flaws or other problems; (d) it may not be possible to make the Testnet fully functional; (e) use of the Testnet may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; and (f) Papr has no obligation to release a commercial version of the Testnet or otherwise introduce the Testnet. You assume all risk arising from use of the Testnet as further stated in these Terms.

2. Obligations under Third Party Agreements. By providing you with access to the Testnet, Papr does not warrant or guarantee that your use complies with any laws or regulations. Papr is not liable for your failure to comply with any applicable local, state, national and foreign laws, treaties and regulations or any contracts, rules, policies or procedures applicable to your activities in connection with your access and use of the Testnet.
3. License.
 - 3.1. License Grant. Subject to your compliance with the terms and conditions of these Terms, Papr hereby grants to you a limited, nonexclusive, nontransferable, revocable license, during the Term of these Terms, to access and use the Testnet solely for the purposes of testing and evaluation, as set forth in this document.
 - 3.2. Restrictions. You acknowledge that the Testnet contain trade secrets of Papr and its licensors, and, in order to protect such trade secrets and other interests that Papr and its licensors may have in the Testnet, you agree not to: (i) reverse engineer, decompile or disassemble the Testnet or authorize a third party to do any of the foregoing, (ii) modify, distribute, frame, mirror, sell, sublicense or otherwise transfer the Testnet; (iv) access, tamper with, or use non-public areas of the Testnet; (v) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Testnet; (vi) use the Testnet in a manner that violates any third party proprietary rights, applicable law, or regulation; or (vii) encourage or enable any other third party to do any of the foregoing.
4. Feedback. If you provide Papr with any feedback, comments, and suggestions for improvements regarding the Testnet or your use thereof, then you hereby grant Papr a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.
5. Points.
 - 5.1. No Monetary Value. In your use of the Testnet, you may accumulate certain fictitious assets that will appear on the Testnet to be associated with the Ethereum address or other address you provide to Papr (“**Fictional Assets**”). Fictional Assets are virtual items with no monetary value, and do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of monetary value, under any circumstances. Fictional Assets are not transferable between users outside of the Testnet, and you may not attempt to sell, trade, or transfer any

Fictional Assets outside of the Testnet, or obtain any manner of credit using any Fictional Assets. Any attempt to sell, trade, or transfer any Fictional Assets outside of the Testnet will be null and void.

- 5.2. Modification. We may decide to modify, delete, remove, or wipe the Fictional Assets, in our sole discretion, at any time without notice, including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Fictional Assets, without any liability to you or other Testnet users. At the expiration of Testnet, you acknowledge and agree that your access to and use of your Fictional Assets will be removed, and all accrued points will be deleted from the Testnet system.
6. Ownership. As between the parties, Papr is the sole owner of all rights, title and interest in and to the Testnet and other services, including all intellectual property rights therein. You will not acquire any rights or licenses in the Testnet or Papr's Confidential Information, except as expressly provided in Section 3.1 these Terms.
7. Termination. Papr reserves the right to modify or terminate the Testnet, these Terms, or your use of the Testnet, or to limit or deny access to the Testnet, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Testnet at any time. Upon any termination, discontinuation or cancellation of the Testnet, these Terms or your access, the following sections of these Terms will survive: 1, 2, 3.2, and 6 – 11.
8. Warranty Disclaimers. YOU ACKNOWLEDGE THAT THE TESTNET IS BEING PROVIDED "AS IS." PAPR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PAPR MAKES NO WARRANTY THAT ANY OF THE TESTNET WILL MEET YOUR REQUIREMENTS AND/OR THAT THE TESTNET WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES PAPR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TESTNET OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE TESTNET. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE TESTNET IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

9. Indemnity. You will indemnify and hold Papr and its officers, directors, employees and agents, harmless and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Testnet, or (b) your violation of these Terms.
10. Limitation on Liability. IN NO EVENT WILL PAPR BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE THE TESTNET OR FOR ANY ERROR OR DEFECT IN THE TESTNET, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT PAPR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PAPR'S LIABILITY HEREUNDER IS LIMITED TO \$50.
11. Miscellaneous. These Terms will be governed and construed in accordance with the laws of Panama, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to these Terms will be the courts located in Panama, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. These Terms constitutes the entire and exclusive understanding and agreement between Papr and you with respect to its subject matter, and supersedes and replaces any and all prior oral or written understandings or agreements between Papr and you with respect to its subject matter. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Papr's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Papr may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Papr's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Papr. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.