

Aleo Network Foundation Ecosystem Contributor Program Terms of Service

Last updated: January 31, 2025

These **Aleo Network Foundation Ecosystem Contributor Program Terms of Service** (the “**Terms**”) apply to your access to, and use of, the websites, platform, software, technologies, features, and other online services, or participation in live events (collectively, the “**Aleo Services**”) provided or made available by Aleo Network Foundation, a Delaware nonstock no profit corporation (the “**Foundation**”, “**us**”, “**our**”, or “**we**”) in connection with any Ecosystem Contributor Program (“**Program**”).

By accessing or using Aleo Services or by participating in the Program, you agree to these Terms, to our [Privacy Policy](#), and any other agreements or terms as set forth by the Foundation, and you consent to the use of the information you provide to communicate with you about the Foundation or the Program.

These Terms constitute a binding obligation between you and the Foundation. If you are accessing the Aleo Services or participating in the Program on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. If you do not agree to these Terms, do not use the Aleo Services or participate in the Program.

If you have any questions about these Terms, the Aleo Services, or the Program, please contact us at hello@aleo.org.

YOUR PARTICIPATION IN THE PROGRAM IS ENTIRELY VOLUNTARY, BUT IF YOU ARE PARTICIPATING IN THE PROGRAM, YOU MUST STRICTLY ADHERE TO THE TERMS.

THESE TERMS ARE SUBJECT TO AN ARBITRATION PROVISION. PLEASE REVIEW YOUR RIGHTS IN THE “DISPUTE RESOLUTION” SECTION OF THESE TERMS. PLEASE READ THE ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THE ARBITRATION PROVISION.

Programs

The Foundation prioritizes fostering and growing a community of developers who desire and are able to test, build on and improve the Aleo Services, the Aleo Network, and products and services related to the Foundation’s mission of expanding responsible innovation in zero knowledge cryptography. From time to time, we will announce various contribution opportunities, for example, in the form of hackathons, requests for grant proposals, on-chain incentives, and live events, and the goals we are pursuing with each. For information regarding the scope, criteria, rewards, selection process, and other details for each Program please refer to the specific announcement detailing the particular Program in which you are participating, and any additional documentation you receive (the “**Program Documents**”).

Privacy Policy

Please refer to our [Privacy Policy](#) for more details regarding the information that the Foundation may collect, use, and disclose and under what circumstances. You acknowledge and agree that your participation in the Program is subject to this [Privacy Policy](#). You acknowledge that you are aware that

the Foundation is headquartered in the United States and that the Program is governed by United States law. If you are participating in the Program from outside of the United States, your information may be transferred to, stored, and processed in the United States or another location where our servers may be located and you hereby consent to the transfer, storage, and processing of your information to and in the United States.

Changes to Terms

The Foundation may update the Terms at any time, in its sole discretion. If it does so, the Foundation will deliver a notice, if any, either by posting the updated Terms on its website or through other communications. It is important that you review any and all updated Terms, you are agreeing to be bound by the updated Terms. If you do not agree to be bound by the updated Terms, then you may not participate in the Program.

Eligibility to Participate in Programs

By registering or applying there is no guarantee that you will be able to participate in a Program, even if your proposal or submission is accepted. You may participate in a Program only if you:

- (a) Are 18 years or older and capable of forming a binding contract with the Foundation;
- (b) Are not the subject of sanctions, or designated on any list of prohibited or restricted parties, or a citizen or organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions, or otherwise restrained by law from participating in the Program;
- (c) Are not barred from participating under applicable law; and
- (d) Meet any other eligibility requirements set forth in the Program Documents

Unless stated otherwise in the Program Documents, the Foundation may, at its sole discretion, introduce new or change existing eligibility criteria or change or modify the conditions or requirements of the Program and terminate any participant's participation at any time, as the Foundation deems appropriate. The Program may operate in certain phases, and participation in any one phase of Program does not imply or guarantee that you will be selected for any other phases of Program.

Program Incentives, and Rewards; Eligibility to Collect

The Foundation may, in its sole discretion, choose to provide incentives and/or rewards for participation or achievements in the Program, completing certain activities or for other contributions as the Foundation deems appropriate, and may select various reward types. These incentives and rewards are generally identified in the Program Documents, including how any rewards will be determined, any applicable judging criteria, how recipients will be notified and in what time frames, and how rewards will be distributed. Notwithstanding any other information provided by the Foundation regarding the Program (including on its website, blog posts or through other communications (such as forums, Telegram, Discord, or other channels), the Foundation may in its discretion change or modify the amounts or types of rewards or incentives and/or discontinue, or terminate, temporarily or permanently, all or any part of the incentives or rewards program at any time and without notice. The Foundation may remove or reallocate any rewards or incentives earned by any participant, or elect not to provide any rewards to any participant, for failure to adhere to the terms of the Program. You agree that any

incentives or rewards received will be for your activities in the Program and will be the sole reward for those contributions.

The Foundation will determine the type and form of incentive or reward to be offered in any Program, generally either Aleo tokens (“Tokens”) or United States Dollars. Tokens may be subject to a lockup period. To be eligible to receive *any* reward or incentive offered you must meet certain eligibility requirements. You must:

- (i) Be a natural person;
- (ii) Not be an employee, consultant, or an affiliate of the Foundation; and
- (iii) Successfully complete the KYC screening process. That is, you will be required to provide certain identifying information (e.g., name, residence or domicile, date of birth, etc.) and related documentation and pass sanctions and watchlist screening.

If the Foundation offers the rewards or incentives in the form of Tokens, to be eligible to receive such Tokens you must not be a U.S. person or citizen unless you qualify for and verify “accredited investor” status. This is a strict additional eligibility requirement in order to receive Tokens.

Tokens

The Foundation may choose to provide Program rewards or incentives in the form of Tokens, which may be issued to you pursuant to a separate agreement or agreements between you and the Foundation (“Token Agreements”). Tokens are not investments nor investment vehicles, and they should not be treated as such.

You acknowledge that it is the Foundation’s view that the Tokens do not constitute, or form part of, a “security” as that term is defined under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and that the Foundation has not made any representations or warranties regarding whether or not the Tokens will constitute, or form part of, a “security” as that term is defined under the Securities Act.

Tokens are only transferrable in accordance with the terms and conditions of the Token Agreements and/or any applicable laws. Any attempt to sell, trade, or transfer any Tokens except as permitted will be null and void.

The Foundation may, in its sole discretion, decide to delete, wipe or otherwise remove the Aleo Services or the Program at any time without notice, including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Tokens, without any liability to you or other Program participants. The Foundation does not guarantee that Tokens will continue to be offered for a specific length of time and you may not rely upon the continued availability of any Tokens. If the Program expires or terminates, you acknowledge and agree that, except as otherwise provided in the Token Agreements, you will not be entitled to receive any further or additional Tokens. Tokens will not be converted into any future rewards offered by the Foundation.

KYC Screening Process

Before you may collect *any* reward or incentive of any kind, you must successfully complete the Foundation’s KYC Screening Process. You represent and warrant that the identifying information you provide during the KYC screening process truthfully and accurately represents you, and only you. Failure to provide such identifying information, pass sanctions and watchlist screening, and/or a failure to

demonstrate compliance with the requirements herein may result in termination of your participation, forfeiture of any incentives or rewards, prohibition from participating in future Programs, and other actions. Providing false or inaccurate identifying information during the KYC screening process will result in the immediate application of these consequences.

Intellectual Property Rights

By participating in the Program, you do not gain any rights thereto. Except where the Program Documents require creation of and posting to a GitHub repository in order to open source any Program output or otherwise indicate that the output is open-source, all rights, title, and interest in and to the Program, including all feedback, modifications, improvements, and enhancements made thereto, and all proprietary rights therein, shall be and remain the Foundation's sole and exclusive property.

Some Programs may invite or require you to create technical or non-technical content and to submit it as a "**Submission**". You must submit your Submission according to the requirements found in the Program Documents. Failure to do so will result in your Submission being rejected and may result in your removal from the Program.

Your Submission must adhere to the following guidelines and restrictions, and you may be disqualified from the Program if, in the sole discretion of the Foundation, we believe your Submission does not conform to the below.

Original Work. You represent that your Submission is your original work, created only for the Program and not previously published, and that you have full authority to transfer all intellectual property rights to the Foundation on behalf of yourself and any others who participated in creating the Submission. You represent that your Submission does not contain any content that violates any third party's rights (including privacy, personality or intellectual property rights, or that constitutes copyright infringement) or any brands, logos, or trademarks that you do not own. You represent that you have permission from all parties mentioned in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, permissions in a form acceptable to the Foundation must be produced.

Compliance with Terms and Law. You represent that your Submission does not violate any terms and conditions of any third party services used to create the Submission or embedded in or used by the Submission, and that it does not violate and complies with all applicable laws.

No Harmful Code: You represent that your Submission does not contain any harmful code, meaning any computer programming code constructed with the intent or likelihood of damage to or interference with other computer programs, data files or hardware, without the knowledge or consent of the computer user, and may include self-replicating and self-propagating program instructions such as viruses, worms, Trojans, backdoors, or the like.

Appropriate Content. You represent that your Submission contains only content that is appropriate for the topic and focus of the Program, and that your Submission does not contain any content which would be deemed by the Foundation or other Program participants as offensive, disparaging, promoting harm, illegal or otherwise unsuitable for the Program.

By submitting a Submission, you consent to give the Foundation a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and the right to sublicense others to do any or all of the foregoing. If requested, you will sign any documentation required for the Program or its designees to make use of the non-exclusive rights to be granted to use the Submission. You accept and acknowledge that the Foundation is not obligated to use the Submission and that the Foundation, in its sole discretion, shall have the right to use or refrain from using the Submission.

Additional Program Acceptance Requirements

Certain Programs may require criteria for acceptance of Submissions under the Program. Depending on the type and nature of the Program, the Foundation may require audits or reviews of security measures, compliance programs, such as KYC protocols, export controls, data collection controls, or other features related to regulatory frameworks. These requirements and acceptance of any related Program do not constitute an endorsement or determination by the Foundation of the sufficiency of underlying measures and do not create any liability on the part of the Foundation for the compliance or security of the Program. The Foundation is not responsible for determining whether a program complies with any applicable regulatory obligations or security standards. You are solely responsible, and you assume all liability, for ensuring compliance with all laws.

Duration of the Program

Notwithstanding any other information provided by the Foundation regarding the Program, the Foundation may change, discontinue, or terminate, temporarily or permanently, all or any part of the Program, at any time and without notice at its sole discretion, including, prior to providing any incentives or rewards, and including, without limitation, the modification of the presence, amounts, or any other conditions applicable to the Program incentives and rewards, without any liability to the Program participants.

Removal From the Program

The Foundation reserves the right to block any participant's access to or participation in the Program. If you violate any of the terms and conditions of the Terms (as determined solely by the Foundation) or if you do not complete the necessary information or fail to provide accurate information, then you may be removed from the Program and *will not* be eligible to receive rewards. The Foundation further reserves the right to request information about, review, and investigate all Program activities, and to disqualify participants if we believe a participant has engaged in any activity that is abusive, fraudulent, illegal, in bad faith, or otherwise fails to meet the Program standards as set out in any Program Documents, requirements, or Terms.

Third-Party Services

The Foundation may engage certain vendors or third-party providers, including those who provide KYC screening for identity verification and sanctions and watchlist screening services (the "Third-Party Services") in compliance with the Foundation's [Privacy Policy](#) and may receive information from such Third-Party Services. You agree that your access and use of such Third-Party Services are governed solely

by the terms and conditions of such Third-Party Services, and the Foundation 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 Foundation 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.

Taxes

You are responsible for the payment of all taxes associated with your receipt of any incentives or rewards or any type. You agree to promptly provide the Foundation with any additional information and complete any required tax or other forms relating to your receipt of such rewards.

You may suffer adverse tax consequences as a result of your participation in the Program. You hereby represent that (i) 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, (ii) the Foundation has not provided you with any tax advice with respect to your participation, and (iii) you are not relying on the Foundation for any tax advice.

Security; Wallet

You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Program as part of your systems. The Foundation assumes no responsibility for any losses resulting from any compromise of your systems or wallet(s).

In order to provide incentives and/or rewards as part of a Program, the Foundation may at its sole option, send or receive incentives or rewards to your wallet application. In such a case, you are responsible for the management of the private keys and security of your wallet(s). The Foundation does not and will not manage, store, collect, or otherwise access the private keys for your wallet(s). You're responsible for all activities that occur using your wallet, whether or not you know about them.

Updates and Monitoring

We may make any improvements, modifications, or updates to the Aleo Services as they relate to the Program, including but not limited to changes and updates to the underlying software, infrastructure, security protocols, technical configurations, or service features (the "Updates") from time to time. Your continued access to and use of the Aleo Services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. Although the Foundation is not obligated to monitor access to or participation in the Program, it has the right to do so for the purpose of operating the Program, to ensure compliance with the Terms, and to comply with applicable law or other legal requirements.

Publicity

The Foundation retains the exclusive right to speak publicly about any Program and to make related announcements. You may not make any public statements, or use the Aleo name or marks in any manner, without the prior written consent from the Foundation. By participating in the Program, you give the Foundation permission to use your name and likeness in connection with the Program in promotional material, advertising and for any other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

Prohibited Activities

You will not (in each case except as otherwise contemplated as part of these Terms):

- Engage in Token touting under any circumstances;
- Initiate any attacks that violate your cloud service, data center, or other applicable third-party service provider's rules or policies;
- Unless as expressly requested by the Foundation as part of a security or similar challenge, disrupt or initiate any attacks against users of the Aleo Services or the Program;
- Disrupt, compromise, or otherwise damage data or property owned by other parties;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Access any accounts or data other than your own (or those for which you have explicit permission from their owners);
- Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, creating, encouraging, or implementing Sibyl attacks;
- Sell or resell Aleo Services;
- Participate in the Program from a jurisdiction other than the jurisdiction of your residence (as determined by the identity documentation provided by you);
- Make any written or oral statements, or act in any manner that might disparage or damage the business of the Foundation;
- Engage in any illegal behavior; or
- Encourage or enable any other individual or entity to do any of the foregoing or otherwise violate the Terms.

Compliance with Laws

It is your sole obligation to comply, and you agree to comply, with all applicable laws, rules, regulations, and any generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries and all applicable privacy and data collection laws and regulations) in connection with your participation with the Program. To the extent required by law, you are solely responsible for obtaining or filing any approval, clearance, registration, permit, license or other regulatory authorization and shall comply with the requirements of such authorization. Upon request, you will provide documentation sufficient to demonstrate your compliance with this Paragraph.

WARRANTY DISCLAIMERS

THE FOUNDATION MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM. THE PROGRAM IS PROVIDED “AS IS” AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE FOUNDATION EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. The Foundation has made no promises or guarantees with respect to delivery of any future features or functions. Any discussions of any future features or functions, either prior to or following the agreement to these Terms, are for informational purposes only, and the Foundation has no obligation to provide any such features or functions. You acknowledge that you have not relied on any statement, promise, assurance, or warranty that is not set out in the Terms.

YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN THE PROGRAM INCLUDING, BUT NOT LIMITED TO, THE RISK OF FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, LOSS OF REWARDS, AND SECURITY RISKS. YOU ACCEPT AND ACKNOWLEDGE THAT THE FOUNDATION WILL NOT BE RESPONSIBLE FOR ANY LOSSES, FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS, OR DELAYS YOU MAY EXPERIENCE WHEN PARTICIPATING IN THE PROGRAM, HOWEVER CAUSED. THE FOUNDATION WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR YOUR PARTICIPATION IN THE PROGRAM.

YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH USING ANY BLOCKCHAIN NETWORK, INCLUDING, BUT NOT LIMITED TO, THE RISK OF UNKNOWN VULNERABILITIES IN OR UNANTICIPATED CHANGES TO THE NETWORK PROTOCOL. YOU ACKNOWLEDGE AND ACCEPT THAT THE FOUNDATION HAS NO CONTROL OVER ANY BLOCKCHAIN NETWORK AND WILL NOT BE RESPONSIBLE FOR ANY HARM OCCURRING AS A RESULT OF SUCH RISKS. You have a sufficient understanding of the functionality, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), distributed ledger technology, and decentralized software systems to understand the terms of the Program and to appreciate the risks and implications relating to the Program and digital assets.

THE FOUNDATION WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR YOUR PARTICIPATION IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR SUCH AS FORGOTTEN PASSWORDS, LOST OR MISSING PRIVATE KEYS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (ii) SERVER FAILURE; (iii) CORRUPTED WALLET FILES; (iv) UNAUTHORIZED ACCESS TO APPLICATIONS; (v) ANY AUDIT ACTIVITY; OR (vi) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION FRAUD, THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK.

THE FOUNDATION MAKES NO WARRANTY THAT THE PROGRAM INCLUDING ANY SERVERS THAT MAKE RELEVANT CODE AVAILABLE, ARE FREE OF VIRUSES OR ERRORS, THAT IT WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. THE FOUNDATION WILL NOT BE RESPONSIBLE OR LIABLE TO YOU

FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON MATERIAL, OR INFORMATION, CONTAINED OR MADE AVAILABLE THROUGH THE PROGRAM.

ANY DIGITAL ASSETS THAT YOU MAY ULTIMATELY RECEIVE AS PART OF THE PROGRAM ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE FOUNDATION EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF TRADE.

YOU ASSUME ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF THE SERVICES AND ANY RECEIVED DIGITAL ASSETS, REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE FOUNDATION, BY WAY OF TECHNICAL ADVICE OR OTHERWISE.

The Foundation makes no warranty that the Program will meet your requirements or that the Aleo Services will be available on an uninterrupted, secure, or error-free basis or free of viruses, errors, or defects. The Foundation makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or materials offered in connection with the Program.

You further understand and agree that:

- Access to the Program and the Aleo Services may require the use of your personal computer and/or mobile devices, as well as communications with or use of data and storage on such devices. You are responsible for any Internet connection or mobile fees and charges that you may incur as part of your voluntary participation in the Program.
- Certain information, including your on-chain transaction records, may be or are public information and can be accessed by anyone, including participants and non-participants of the Program.
- Security and other blockchain audits undertaken by the Foundation or third parties will access user data and could result in the loss of data or provoke actions from telecommunications and other third-party service providers.

LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FOUNDATION OR ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOST PROFITS, OR LOSS OF DATA ARISING OUT OF OR RELATED TO THESE TERMS OR THE PROGRAM, HOWEVER, CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE FOUNDATION OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE FOUNDATION, ITS SUPPLIERS, AND ITS LICENSORS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE PROGRAM EXCEED ONE HUNDRED DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

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

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Foundation and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the "Foundation Parties") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Aleo Services or the Program; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your conduct in connection with the Aleo Services or your participation in the Program. You agree to promptly notify the Foundation Parties of any third-party Claims, cooperate with the Foundation Parties in defending such Claims and pay all fees, costs, and expenses associated with defending such Claims (including attorneys' fees). You also agree that the Foundation Parties will have control of the defense or settlement, at Foundation's sole option, of any third-party Claims.

Confidentiality

You acknowledge that, in connection with your participation in the Program, you may be exposed to data and information, including product, technology, business, and strategy information that is confidential and proprietary to us (collectively, "Confidential Information"). All Confidential Information shall be the sole and exclusive property of the Foundation and may be used by you only for assisting us in resolving any security issue you have reported to us. You may not reveal, publish, or otherwise disclose the Confidential Information to any third party without the prior written consent of the Foundation, and shall protect the Confidential Information from disclosure using the same degree of care you use to protect your own confidential information of like kind, but in no event using less than reasonable care. You understand and acknowledge that unauthorized disclosure of Confidential Information will cause irreparable harm to the Foundation.

Governing Law; Forum

These Terms and any action related thereto will be governed by the laws of the state of Wyoming in the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction for all Disputes (defined below) will be in the Wyoming courts, and you and Foundation each waive any objection to such jurisdiction and venue.

DISPUTE RESOLUTION

****Please read the following section carefully because it requires you to arbitrate certain disputes and claims with the Foundation and limits the manner in which you can seek relief from us. No class or representative actions or arbitrations are allowed under this arbitration provision.**

****In addition, arbitration precludes you from suing in court or having a jury trial.****

You agree that, by participating in the Program, any dispute, controversy, difference or claim arising out of, relating to or in connection with this contract, or the breach, termination or invalidity thereof (together, the "Disputes"), shall be finally settled by arbitration referred to the American Arbitration Association in accordance with the Association's arbitration rules. The place of arbitration shall be in Cheyenne, Wyoming. The language of arbitration shall be English. The arbitral award shall be final and binding upon both parties. YOU AND FOUNDATION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE

OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless requested by the Foundation, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding

Assignment

You may not sell, assign or transfer any of your rights, duties or obligations under these Terms without our prior written consent. Any attempt by you to assign or transfer the Terms, without such consent, will be null and void. We reserve the right to assign or transfer these Terms or any of its rights, duties, and obligations hereunder to any third party. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

General Terms

Nothing herein shall constitute an employment, consultancy, joint venture, or partnership relationship between you and the Foundation. If any provision of the Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of the Terms will remain in full force and effect. These Terms and the Program Documents referenced herein reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation."

Waiver of Rights.

The Foundation's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Foundation. 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.

Contact

If you have questions about these Terms or the Program, please contact us at hello@aleo.org.