

## Terms of Bounty Campaign

PLEASE READ THESE TERMS OF BOUNTY CAMPAIGN CAREFULLY. BY PARTICIPATING IN THE BOUNTY CAMPAIGN OR BY REGISTERING AT THE WEBSITE, AS DEFINED BELOW, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF BOUNTY CAMPAIGN AND ALL TERMS, POLICIES AND AGREEMENTS INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT PARTICIPATE IN THE BOUNTY CAMPAIGN, DO NOT REGISTER AT THE WEBSITE AND LEAVE THE WEBSITE IMMEDIATELY.

WE RESERVE THE RIGHT AT OUR SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS OF BOUNTY CAMPAIGN, AT ANY TIME.

### 1. Definitions

- a. “**Accrued Reward**” shall mean Reward awarded to a participant for the performance of Bounty Tasks.
- b. “**Bounty Campaign**” shall mean a marketing campaign announced and supported by Point for the purpose of creating public awareness of the Project.
- c. “**Bounty Task**” shall mean a definite target action you need to perform and criteria of such performance that are supported by the Bounty Campaign.
- d. “**Project**” shall mean the Point’s project in the sphere of development of web 3.0 infrastructure, associated software, products, smart contracts, ecosystems and decentralised networks.
- e. “**Reward**” shall mean the reward to the participant of the Bounty Campaign for successful performance of certain Bounty Task and/or meeting certain performance criteria, if applicable. Reward would be generally payable in POINT Tokens, however, Point shall have the right to pay Reward in other crypto assets determined by Point at its sole and absolute discretion.

- f. **“Token”** or **“POINT Token”** shall mean the cryptographic token named POINT to be issued by Point.
- g. **“Token Generation Event”** shall mean, as determined by Point at its sole and absolute discretion, the date upon which POINT Tokens are generated and made available for general distribution.
- h. **“Trademarks”** mean the Point’s names, brand names, trade names, logos, trademarks, service marks.
- i. **“Website”** shall mean the website of the Bounty Campaign accessible at [www.bounty.pointnetwork.io](http://www.bounty.pointnetwork.io).

## **2. Acceptance. Eligibility**

- a. These Terms of Bounty Campaign (“Terms”) are a legal agreement between you and POINT NETWORK LIMITED, a private company incorporated in the Republic of Vanuatu. References in these Terms to “Point”, “we”, “our” or “us”, are to POINT NETWORK LIMITED and references to “participant”, “you” or “your” are to the person with whom Point enters into these Terms.
- b. These Terms apply to and govern your participation in the Bounty Campaign as well as your use of the Website. By accessing, signing up or registering at the Website, participating in the Bounty Campaign, you agree to be legally bound by and to comply with these Terms and all additional terms, policies, and agreements incorporated herein by reference and amended by us from time to time at our sole discretion.
- c. Participation in the Bounty Campaign is available only for participants: i) who are 18 years old or older or ii) who are at least 16 years old and have their legal guardians’ prior informed consent (also meaning that such legal guardians must explain the underaged user in layman’s terms all the rules set in these Terms, Privacy Policy and applicable additional documents). You are not allowed to participate in the Bounty Campaign if your previous participation was terminated by us for any reason.
- d. You are not allowed to participate in the Bounty Campaign and will not be entitled to any Reward, notwithstanding whether you performed any Bounty Task, have met performance criteria or anyhow other participated in the Bounty Campaign, if you are a citizen, a permanent resident or located in Afghanistan, Democratic People’s

Republic of Korea, Islamic Republic of Iran, Syrian Arab Republic, or of any state, country, territory or other jurisdiction that is embargoed by the United Nations.

- e. You are eligible to participate in the Bounty Campaign, however, you are not eligible for payment of Accrued Reward in POINT Tokens if you are a citizen, a permanent resident or located in Puerto Rico, the United States of America (including its states and the district of Columbia), the Virgin Islands of the United States, or any other possessions of the United States of America. In such instance, instead of POINT Tokens you would be entitled to receive Accrued Reward in other crypto assets determined by us at our sole and absolute discretion. We will determine your eligibility to be paid in POINT Tokens upon your identity verification as specified below. If you are a citizen, a permanent resident or located in Puerto Rico, the United States of America (including its states and the district of Columbia), the Virgin Islands of the United States, or any other possessions of the United States of America, you hereby irrevocably agree that your participation in the Bounty Campaign will never result in the release of any portion of POINT Tokens to you and that you are entering to these Terms knowingly and without any expectation of being rewarded in POINT Tokens.
- f. You hereby acknowledge and agree that in case of (i) your breach of your representations and warranties set out in these Terms, (ii) your violation of the rules for participation in the Bounty Campaign, (iii) your violation of geographical restriction for participation in the Bounty Campaign (as set in the Section 2(d) above), (iv) your violation of these Terms or your abuse or fraudulent activity with relation to the Bounty Campaign, we shall have the right to refuse to pay any Accrued Reward to you and terminate your participation in the Bounty Campaign without the obligation of any compensation to you and without prior notice to you. We shall have no liability to you for any damage caused by such cessation of payment of Accrued Reward to you.
- g. Bounty Tasks may be subject to additional participation rules or criteria and your adherence to such additional rules will be crucial to proper performance of such Bounty Tasks and awarding Reward. Your failure to meet the participation rules of Bounty Tasks will be considered a non-performance of Bounty Tasks.

### **3. Participation. Reward**

- a. In order to participate in the Bounty Campaign, you shall register at the Website. Your participation in the Bounty Campaign and payment Accrued Reward to you are

subject to identity verification. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person, and not to hide your identity from us for any reason whatsoever.

- b. Accrued Reward shall be subject to release and distribution rules as set additionally in these Terms. This may include that Accrued Reward would be transferred to you in several instalments or may be locked for up for a specific time after the Token Generation Event.
- c. For the avoidance of any doubt, Accrued Reward nominated in POINT Tokens even visible to you in your account at the Website, refer to assets that are not issued at that moment and will be issued only upon the Token Generation Event.
- d. You hereby acknowledge and agree that the accepted cookies period used for the analysis of your performance of Bounty Tasks, your participation in the Bounty Campaign and/or calculation of Accrued Reward is 45 days.
- e. We will list available Bounty Tasks and/or any other options for participation in the Bounty Campaign, including definite types of activities supported by the Bounty Campaign and specific participation rules. We will list amounts of Reward to be awarded for successful performance of Bounty Tasks. You will have a possibility to see amounts of applicable Reward prior to performing any particular Bounty Task.
- f. We will generally nominate Reward in POINT Tokens, however, it does not mean that Accrued Reward will be paid in POINT Tokens. We shall have the right to pay Accrued Reward in other crypto assets determined by us at our sole and absolute discretion. If we select to pay Accrued Reward in other crypto assets, we will use the purchase price set for a public sale of POINT Token and the exchange rate of the selected crypto asset as of the moment of payment for a calculation of the actual amount payable to you.
- g. Upon successful performance of the particular Bounty Task or meeting any criteria when a separate Reward may be set, you will be awarded a corresponding Reward and Accrued Reward will be visible to you on the Website.

- h. You hereby acknowledge and agree that we may request from you a confirmation of your performance of a Bounty Task and meeting all performance criteria and that we will not award you Reward until you provide such confirmation.
- i. Fifty percent (50%) of Accrued Reward payable in POINT Tokens shall be subject to a two (2) month lock-up period commencing from the date of the Token Generation Event, the remaining fifty percent (50%) of Accrued Reward payable in POINT Token shall be subject to a twelve (12) month lock-up period commencing from the date of the Token Generation Event and, at the end of such lock-up period, shall then be linearly unlocked to you over a twenty four (24) month period over the course of equal daily installments.
- j. Accrued Rewards payable in other crypto assets, also will not become available to you immediately, rather such crypto assets will be payable to you within two (2) month period commencing from the date of the Token Generation Event.
- k. The transfer of Accrued Reward (both in POINT Tokens or other crypto assets) to you will be made to your blockchain wallet. Such blockchain wallet must be all the time under your direct or indirect control and shall not be under the direct or indirect control of any third party. We shall have the right to change the blockchain network for the transfer of Accrued Reward at our sole and absolute discretion. In case we decide to change the blockchain network, we will inform you and request you to provide your blockchain wallet address at that specified blockchain network. Additionally, we may decide to release Accrued Reward to you through the technical functionality of claiming available (unlocked) portions of Accrued Reward, including the functionality of related smart contracts.
- l. You are solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any national or local tax authority with respect to participation in the Bounty Campaign and receipt of Accrued Reward.

#### **4. Identity Verification**

- a. You hereby acknowledge and agree that you shall pass the “know your client” (KYC) procedure in the scope designated by us before the release of Accrued Reward to you. You shall provide to us or our contractor that performs identity verification (“KYC Provider”) information and documents as requested by us or our KYC Provider within fifteen (15) business days from the date of such request.

- b. For the purpose of your identity verification, we or our KYC Provider may request from you the following information and documents: first name, last name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and, if applicable, information regarding a bank account (such as the name of the bank, the account type, routing number or SWIFT, and account number), driving license or any other national ID, internal or international passport, bank statement, utility bill, tax document and/or other documents that we or our KYC Provider consider necessary. We or our KYC Provider may request video identification or the selfie with a specified ID or passport from you.
- c. We shall have the right to terminate the application of these Terms in relation to you and cease payment of any Accrued Reward to you with immediate effect without the obligation of any compensation to you if you fail to meet your identity verification obligation set out in these Terms prior to the release of Accrued Reward to you or if upon completion of KYC procedure we or our KYC Provider determine that you are a citizen, a permanent resident or is located in any jurisdiction that is restricted for participation in the Bounty Campaign (as set in the Section 2(d) above). If we or our KYC Provider determine that you are a citizen, a permanent resident or is located in any specified in the Section 2(e) above, this will lead to your inability to be rewarded in POINT Tokens.
- d. You hereby permit us and our KYC Provider to keep a record of the information provided for KYC procedure.
- e. You hereby authorise us and our KYC Provider to make inquiries, whether directly or through third parties, that we and our KYC Provider consider necessary to verify your identity, to ensure enforcement of geographic restrictions or protect us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries.
- f. You hereby provide us and/or our KYC Provider the right to store and process your personal data provided to us and/or our KYC Provider in compliance with the applicable law on personal data protection. We will not disclose any of your identifying information, except if the disclosure is required under laws or in relation to a decision of a governmental authority.

## **5. POINT Token**

- a. You hereby acknowledge and agree that POINT Token is not designed to be used outside of the Project. POINT Token is also not, and shall not be considered and/or used in any way as, equity, assets, bonds, securities, derivatives or any other financial instruments.
- b. POINT Token may provide you with one or more specific access, participation, engagement, or interaction functionalities for the Project as well as other functionalities as further described in the Project's whitepaper ("Token Functionalities"). While we can define specific Token Functionalities before the Token Generation Event, we can also do so at a later point in time. This means that the Token Functionalities of POINT Token are not conclusively defined at the time of the Token Generation Event. You acknowledge and agree that we have the right to add and remove Token Functionalities at any time at its sole discretion. You acknowledge and agree that by acquiring POINT Tokens as Reward, you do not acquire the right to make use of Token Functionalities in the future. This means that you do not have a contractual right to claim any Token Functionalities. Since the addition of Token Functionalities by us is not guaranteed, you are aware of the fact that POINT Token may not provide you with any Token Functionalities at all.

## **6. Intellectual Property Rights**

- a. The Website, including any enhancements, derivatives and improvements thereof, is the sole property of Point. All the text, videos, documents, images, sounds, music, marks, logos, informational materials, user interfaces, compilations (meaning the collection, arrangement and assembly of information), charts, diagrams, graphs, market data and other content that forms a part of the Website (collectively, the "Content") are the sole property of us and our affiliates.
- b. We hereby grant you a limited, revocable, non-exclusive, non-transferable license, subject to the terms and conditions of these Terms, to access and use the Website and Content solely for purposes approved by us from time to time. Any other use of the Website or Content is expressly prohibited and all other rights, title, and interest in the Website or Content are exclusively the property of us and its affiliates.
- c. We hereby grant you a limited, revocable, non-assignable, non-sublicensable, license to use, display, perform the Trademarks for the limited purpose of advertising and promotion of the Project and us.

- d. Nothing in these Terms shall grant you any of such property rights and/or ownership rights and shall not be considered as an assignment of such rights. Other than to access the Website in accordance with these Terms, we do not in any way grant participants any license or other intellectual property rights. You must not (nor attempt to) copy, decompile, reverse engineer, disassemble, derive the source code of, modify, or create derivative works of the Website or any other part of the Content or in any other way manipulate the Website.
- e. All Trademarks, whether registered or not, and all other proprietary rights in the Project are and will remain our property. You must never take any action inconsistent with our ownership of the Trademarks, and, specifically, will not (i) contest or aid others in contesting the validity of the Trademarks, or (ii) apply for, or aid or cause others to apply for, any registration of the Trademarks or any names, logos, marks, or related characteristics that resemble the Trademarks.
- f. You must not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of Trademarks, our domain names or otherwise include the word “Point”, “Point Network”, “Point Social”, “Point Labs”, “Point Mail”, other words relevant to our business or variations thereof, or include metatag keywords on any of your social media, blog, channel or website which are identical or similar to any of Trademarks or any of our products, promotions or hashtag names (including Bounty Campaign).
- g. You must not register (or apply to register) any domain name like any domain name used by or registered in the name of us or any of our affiliates, any domain name referring or similar to our Trademarks, or any other name that could be understood to designate the Project, us, our products or our affiliate.
- h. Without prior approval and express written permission, you may not create frames around the Website or use other techniques that alter in any way the visual presentation or appearance of the Website.
- i. By submitting any ideas, thoughts, criticisms, suggested improvements, or other feedback related to Project and related products (“Feedback”), you agree that we may use the Feedback in any way it deems appropriate to: (i) improve the Project and related products and (ii) promote the Project and related products, and that you will not be due any compensation for your Feedback that is used in these ways.



- j. If you decide to submit any video, audio, image or information to support or to prove your participation in the Bounty Campaign, you irrevocably grant a transferable, sublicensable, worldwide, perpetual license to us to display, exhibit, edit, modify, broadcast, distribute, exploit and otherwise use (and authorise third parties to use) such video, audio, image or information in all media now known or hereafter devised.

## **7. Prohibited Conduct**

- a. In relation to these Terms, your participation in the Bounty Campaign and your promotion of us or anyhow your advertising of us, you must not:
  - i. manipulate any performance statistics relating to your participation in the Bounty Campaign, artificially and/or fraudulently inflate the number of actions or any other participation results or metrics;
  - ii. display, stream or promote any pornographic, defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory content;
  - iii. display or promote physical harm of any kind against any group or individual, any instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or creating computer viruses;
  - iv. display or promote any information that you know is defamatory, false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - v. send junk mail or spam, including without limitation unsolicited advertising, promotional materials, or other solicitation material;
  - vi. harvest or collect email addresses or other contact information of our other users;
  - vii. incentivise, pay, reward or promise any reward, commission or incentive to any third party or anyhow influence on any third party for its performance of any actions (like downloading, registering, creating any accounts or identities, clicking on links) related to Bounty Campaign goals or our promotional activities;
  - viii. defame, harass, abuse, threaten, or defraud our users, or collect or attempt to collect, personal information about users or third parties without their consent;
  - ix. use the Website for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws

governing intellectual property and other proprietary rights, data protection, and privacy;

- x. violate any law, regulation, or court order;
  - xi. participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;
  - xii. access or use the Website for the purpose of creating a product or service that is competitive with any of our products or services;
  - xiii. advocate, encourage or assist any third party in doing any of the foregoing.
- b. You shall not make any claims or representations, or give any warranties, in connection with us and you shall have no authority to, and shall not, bind us to any obligations.
- c. You shall be fully liable and responsible for actions you made via the Website. You shall indemnify and hold Point harmless in all and any claims and issues as set out in this Section 7.

## **8. Warranties**

- a. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS, WE HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE BOUNTY CAMPAIGN AND THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE WEBSITE AND ANY SOFTWARE TRACKING YOUR PARTICIPATION AND PERFORMANCE OF BOUNTY TASKS.
- b. YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET AND BLOCKCHAINS, AND THAT THE WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTEE

THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD PARTIES. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY US, THE SOFTWARE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS.

- c. YOU ACCEPT RESPONSIBILITY FOR ALL ACTIVITIES AND CONTENT GENERATED BY YOU ON OR VIA THE WEBSITE.

## **9. Indemnification**

- a. You agree to defend, indemnify and hold harmless Point, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives (collectively, “Representatives”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising out of or related to: (i) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (ii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iii) your violation of any applicable law, rule or regulation; (iv) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (v) negligent or wilful misconduct, artificial and/or fraudulent inflation of participation results or metrics.

## **10. Termination**

- a. You hereby acknowledge and agree that we may terminate, refuse or limit your participation in the Bounty Campaign at our sole and absolute discretion, without explaining reasons for such termination, refusal or limitation and without prior notice to you.
- b. We shall have the right to terminate the application of these Terms in relation to you and cease payment of any Accrued Reward to you with immediate effect without the obligation of any compensation to you and without prior notice to you if you perform any activity prohibited by these Terms, violate any term of these Terms, including without limitation your breach of any of the representations and warranties above, or violate any applicable laws.

## 11. General Terms

- a. From time to time, we may make available special offers or conduct promotions to certain participants. Subject to applicable laws, we may establish qualifying criteria to participate in any special promotion at our sole and absolute discretion. We may revoke any special offer at any time without notice. We shall have no obligation to make special offers available to all participants. We make no recommendation and do not provide any advice related to a promotion.
- b. We may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Website, or updating the “Last Updated” date at the bottom of these Terms. By continuing to access or use of the Website and your participation in the Bounty Campaign, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Website and your participation in the Bounty Campaign.
- c. These Terms of Bounty Campaign, the [Privacy Policy](#), and all other documents incorporated by reference herein and therein, comprise the entire agreement between you and us.
- d. Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms.
- e. These Terms are personal to you, you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else.
- f. If any provision of these Terms is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.
- g. We may not always strictly enforce our rights under these Terms. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.
- h. These Terms and any information or notifications that you or we are to provide should be in English. Any translation of these Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these Terms or other documents shall prevail.

- i. Upon termination of these Terms, all sections of these Terms which by their nature should survive termination or expiration will survive.
- j. These Terms are deemed entered into by the parties in the Republic of Vanuatu. These Terms shall be governed exclusively under the laws of the Republic of Vanuatu and shall be subject to the exclusive jurisdiction of the Republic of Vanuatu courts.

Last Updated on 14 August 2022.