

TURTLE NETWORK SERVICES

Terms of Use

Latest update: 12 January 2022

1 INTRODUCTION

- 1.1 The following terms of use (**Terms**) govern any access to or use of the Turtle Network (as defined below).
- 1.2 These Terms form a binding agreement between Black Turtle BV (**Company, us, our or we** as the context may require) and you (**User, your or you** as the context requires).
- 1.3 These Terms (and any additional terms, rules and conditions of participation that the Company may post on the Turtle Network with respect to provision of the Turtle Network Services) constitute the entire agreement between you and the Company with respect to the Turtle Network Services and supersedes any prior agreements, oral or written, between you and the Company.
- 1.4 In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over the Terms to the extent of such conflict.
- 1.5 Your access to or continued use of the Turtle Network or any of the Turtle Network Services constitutes deemed acceptance of the Terms which can be consulted on our website (see Clause 1.6) and any amendment, modification, or

change thereto. Before getting access to the Turtle Network or any of the Turtle Network Services, you must first read and accept all the terms and conditions contained in, and linked to, these Terms.

- 1.6 The most recent version of the Terms can be found at <http://docs.turtlenetwork.eu/tos.pdf>.

2 DEFINITIONS

- (a) **Crypto-asset** means a cryptographically secured digital representation of value or contractual rights that uses a form of distributed ledger technology and can be transferred, stored or traded electronically.
- (b) **Fork** means a modification of a blockchain protocol that results in a permanent split in the blockchain network.
- (c) **Law of 2 August 2002** means the Belgian Law of 2 August 2002 on the supervision of the financial sector and financial services (as amended, supplemented or replaced from time to time).
- (d) **Prohibited Activities** means the issuing, trading, leasing or any other activities relating to Crypto-assets that constitute transferable securities or other financial instruments as defined by Article 2, 1° of the Law of 2 August 2002.
- (e) **Seed Phrase** means the secret twelve- to fifteen-word phrase that is generated when a User creates a User Address.

- (f) **Turtle Network** means the interface through which a User can access or use the Turtle Network Services.
- (g) **Turtle Network Blockchain** means a Fork of the Waves blockchain.
- (h) **Turtle Network Blockchain Compatible Tokens** means Crypto-assets issued on or otherwise compatible with the Turtle Network Blockchain.
- (i) **Turtle Network Exchange** means the decentralized exchange (DEX) for the exchange and trading of Crypto-assets.
- (j) **Turtle Network Exchange Gateway** means a centralized instrument for conversion of tokens of third-party blockchains to their equivalent on the Turtle Network Blockchain and back.
- (k) **Turtle Network Exchange Wallet** means a decentralized instrument providing Users with an interface to manage, send, receive, and carry out a number of other transaction types in relation to Turtle Network Blockchain Compatible Tokens.
- (l) **Turtle Network Issue and Burn Transactions** means a decentralized instrument for the issuance and erasure (burning) of tokens on the Turtle Network Blockchain.
- (m) **Turtle Network Leasing** means a decentralized instrument for leasing of Turtle Network Tokens to third parties operating Turtle Network nodes.
- (n) **Turtle Network Logo** means the logos available via the following link: <https://github.com/TurtleNetwork/branding/blob/main/license.md>.
- (o) **Turtle Network Services** means the Turtle Network Exchange, the Turtle Network Exchange Gateways, the Turtle Network Exchange Wallet, Turtle Network Issue and Burn Transactions, Turtle Network Leasing and any other tool or functionality made available on the Turtle Network.
- (p) **Turtle Network Token** means a Crypto-asset that was created at the inception of, or is otherwise native to or created on, the Turtle Network Blockchain.
- (q) **User Address** means an address that a User generates on the Turtle Network Blockchain.

3 USER ADDRESS, SEED PHRASE AND TURTLE NETWORK EXCHANGE WALLET

- 3.1 You need a User Address to access and use the Turtle Network Services, including the Turtle Network Exchange Wallet.
- 3.2 You are solely responsible for maintaining your Seed Phrase and the confidentiality thereof. Your Seed Phrase is encrypted with a password of your choosing that is stored locally on your computer or other device to prevent unauthorized access. We do not store or have control over your Seed Phrase or your password. Accordingly, we cannot block your access to, or apply any limitations on, the Crypto-assets held on

your User Address through the Turtle Network Exchange Wallet or otherwise.

- 3.3 You agree not to share your Seed Phrase and password with anyone else and to notify the Company immediately of any unauthorized use or breach of security.
- 3.4 The Company is not responsible for transferring, safeguarding, or maintaining your private keys, password or any Crypto-assets accessible therewith. If for any reason you lose a password or any private keys, you may not be able to recover any Crypto-assets accessible therewith.
- 3.5 You agree to accept sole responsibility for all activities that occur under the User Address. The Company is not liable for any losses that you may suffer due to unauthorized access to your User Address or Turtle Network Exchange Wallet.

4 TURTLE NETWORK EXCHANGE

- 4.1 The Turtle Network Exchange enables Users to trade Crypto-assets against other Crypto-assets.
- 4.2 The Turtle Network Exchange uses a matching functionality that enables algorithm-based matching of Users' buy and sell orders in Crypto-assets available on the Turtle Network Exchange.
- 4.3 When you submit a buy or sell order on the Turtle Network Exchange, you authorize us to match your order within the set expiration time and in accordance with the terms set out in the order, and to submit the matched trade to the Turtle Network

Blockchain for confirmation by the miners of the Turtle Network.

- 4.4 You acknowledge and agree that:
- (a) the Turtle Network Exchange does not provide fiat trading services;
 - (b) the Company is not a counterparty to any transactions made on or through the Turtle Network Exchange;
 - (c) the Company is not a market-maker or liquidity provider on the Turtle Network Exchange;
 - (d) the prices quoted on the Turtle Network Exchange are indicative only;
 - (e) the sequence and procedure of matching any orders is determined based on the algorithm of the Turtle Network Exchange;
 - (f) other Users' orders may have a priority over yours in accordance with the rules of the algorithm;
 - (g) an order may not be matched in full or in part, or its matching may be substantially delayed due to technical or other issues;
 - (h) the Company does not verify or review any Crypto-asset or User Addresses when matching orders;
 - (i) Users may cancel their order unless and until it is matched with the other order;
 - (j) the process of the cancellation of the order may be delayed or impossible due to technical difficulties;

- (k) a transaction is only formed once they are confirmed on the Turtle Network Blockchain by way of consensus of its miners;
- (l) confirmation of a transaction may be conditional upon, amongst others, the User having sufficient funds available to pay any fees associated with confirming the transaction; and
- (m) a transaction that is confirmed on the Turtle Network Blockchain cannot be reversed.

5 TURTLE NETWORK EXCHANGE GATEWAYS

- 5.1 The Turtle Network Exchange Gateway is an interface for accessing several crypto-gateways, some of which are operated by the Company (**Company Gateways**), whereas others are operated by third parties (**Third-party Gateways**).
- 5.2 Third-party Gateways on the Turtle Network blockchain are operated by Polarity, which functions as a technical service provider in the transfer of Crypto-assets to and from User Addresses of the Turtle Network Blockchain (**Polarity Gateways**). Polarity Gateways operate in accordance with the “Polarity Exchange Terms of Use Agreement” [_ \(which can be consulted on: https://polarity.exchange/TermsAndConditions\)](https://polarity.exchange/TermsAndConditions).

6 TURTLE NETWORK LEASING

- 6.1 You may use the Turtle Network Leasing functionality of the Turtle Network for Turtle Network Tokens only. This functionality provides an interface enabling Users to make “lease” and “cancel lease” transactions on the Turtle Network Blockchain and lease the value of their Turtle Network tokens to a third party operating a Turtle Network node at their discretion, increasing their stake by a corresponding amount. A third party operating a node may, at their discretion, cancel a leasing transaction reducing their stake by a corresponding amount.
- 6.2 Any “lease” transaction is processed by (reported to) the Turtle Network Blockchain after 1000 (one thousand) blocks have been written to the Turtle Network Blockchain.
- 6.3 A User (the “lessee”) operating a Turtle Network node to which a third party (the “lessor”) leases the value of their Turtle Network Tokens may, at its discretion, pay the lessor a commission for the leasing transaction.
- 6.4 The Company does not store, control or manage the “lease” or “cancel lease” transactions for any User and is not responsible for the acts or omissions of any User in this respect.

7 TURTLE NETWORK ISSUE AND BURN TRANSACTIONS

- 7.1 You may issue Turtle Network Blockchain Compatible Tokens, as well as reissue and burn Turtle Network Blockchain Compatible Tokens using the Turtle Network Issue and Burn functionality.
- 7.2 The “Issue” functionality allows the User to issue Turtle Network Blockchain Compatible Tokens on the Turtle Network Blockchain and choose the settings for the issued tokens, such as its name (designation), number, reissuance features and any other settings that may be required at the time of issuance. Any such issuance is processed by (reported to) the Turtle Network Blockchain instantly and irrevocably.
- 7.3 The “Reissue” functionality allows the User to make further issuances of Turtle Network Blockchain Compatible Tokens that such the User has previously issued. Any such reissuance is processed by (reported to) the Turtle Network Blockchain instantly and irrevocably.
- 7.4 The “Burn” functionality allows the User to delete (erase, destroy) permanently any Turtle Network Blockchain Compatible Tokens which the User holds at its User Address. The burn transaction is processed by (reported to) the Turtle Network Blockchain instantly and irrevocably. It is technically impossible to recover the “burnt” token.
- 7.5 The Company provides Users only with an interface to issue, reissue and burn Turtle Network Blockchain Compatible Tokens. Users are solely responsible for any losses, damages or claims caused by or related to the issuance, reissuance or burning of Turtle Network Blockchain Compatible Tokens. The Company does not endorse, sponsor, advise, facilitate, approve, back, or underwrite any Turtle Network Blockchain Compatible Token or any User in relation to the issuance, reissuance or burning of Turtle Network Blockchain Compatible Tokens.

8 BLACKLISTING AND OTHER POWERS

- 8.1 The Company may, in its sole discretion and without prior notice, block (blacklist) any Turtle Network Blockchain Compatible Tokens, including, but not limited to, when issuing, re-issuing, trading, holding or any other activity in relation to such tokens:
- (a) is illegal;
 - (b) causes or may cause a breach of any (contractual) rights of the Company or third person;
 - (c) amounts to a Prohibited Activity;
 - (d) is done in bad faith for the purpose of spam or disrupting the orderly functioning of the Turtle Network; or
 - (e) is otherwise not in compliance with the Terms.

8.2 If the Company blocks (blacklists) a Turtle Network Blockchain Compatible Token, other Users of the Turtle Network will no longer see such tokens on their interface. Such tokens will be marked as “suspicious” and will be available per token identification number only.

8.3 In addition to the power to blacklist Turtle Network Blockchain Compatible Tokens, the Company may in the event an activity as mentioned in art. 8.1 (a)-(e) occurs, in its sole discretion and without any prior notice:

- (a) discontinue, suspend or modify one or more of the Turtle Network Services;
- (b) refuse or restrict access to the Turtle Network Services to any User or User Address; or
- (c) refuse any trade, impose limits on the trade amount, restrict trades from certain locations, require completion of KYC procedures, or impose any other conditions or restrictions on the User or User Address.

9 GENERAL REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

9.1 By entering these Terms, you warrant, represent and agree that:

- (d) you are at least 18 (eighteen) years old;
- (e) you have a full capacity and authority to enter into and accept these Terms;

(f) you will not engage in any Prohibited Activities or use the Turtle Network Services in any manner that could damage, disrupt, disable, overburden, impair or interfere with the Company or the Turtle Network;

(g) you will be complying with all applicable laws, including but not limited to laws preventing anti-money laundering, counterfeiting or terrorist financing;

(h) you will not attempt to gain unauthorized access to the Turtle Network or to another User’s orders or User Address;

(i) you will not make any attempt to bypass or circumvent any security features of the Turtle Network;

(j) you will not reproduce, duplicate, copy, sell or resell any features of the Turtle Network or the Turtle Network Services for any purpose except as authorized in these Terms; and

(k) if you are blocked from accessing the Turtle Network Services, or any Turtle Network Blockchain Compatible Token is blacklisted in accordance with these Terms, you agree not to implement any measures to circumvent such blocking or blacklisting.

10 RISK DISCLOSURES

10.1 **Risk of Blockchain Technology Usage.** Blockchain technologies including the Turtle Network Blockchain and other associated and related technologies are new and still in early development so the

associated risks may not be fully understood. As such, the Turtle Network Services could be temporarily or permanently disrupted by unforeseen events such as rollbacks, forks or bugs that may result in your losing access to some or all of your Crypto-assets.

10.2 **Risk of Software Weaknesses.** The software on which the Turtle Network Services and the Turtle Network Blockchain are based is still in early development. As such, we may not be able to make available the Turtle Network Services in an uninterrupted or error-free manner. The software could contain weaknesses or vulnerabilities that could result in the complete loss of your Crypto-assets.

10.3 **Risk of Theft or Unauthorized Access.** You understand and accept that the underlying software application and software platform may be exposed to attacks by hackers or other individuals that could result in theft or loss of your Crypto-assets. Advances in coding or technical advances such as the development of quantum computing may present risks to Crypto-assets and the Turtle Network Services, which could result in the theft or loss of your Crypto-assets.

10.4 **Volatility of Crypto-assets.** You understand that Crypto-assets and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, regulatory changes, technology and security risks. Forks and

changes in relevant network may result in significant and sudden changes to the value and/or usability of your Crypto-assets.

10.5 **Sophistication.** The Turtle Network Services are complex, carry a high level of risk and are not appropriate for Users who do not possess the appropriate level of knowledge and experience to deal with Crypto-assets. The Company is under no obligation to assess the appropriateness or suitability of the Turtle Network Services for Users and any comment or statement which may be made by the Company as to the appropriateness or suitability of the Turtle Network Services to User should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.

10.6 **Risk of Loss of Funds.** Prices for Crypto-assets can be highly unstable and volatile. Accordingly, you may gain or lose value in your Crypto-assets at any given moment. The risk of loss in trading or holding crypto-assets can be substantial. Therefore, you should carefully consider whether trading or holding Crypto-assets is suitable for you in light of your financial condition and expertise.

10.7 **Internet Transmission and Failures in Functionality.** There are risks associated with using the Turtle Network Services including, but not limited to, the failure of hardware, software, and Internet connections. The Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading

via Turtle Network Exchange or using other Turtle Network Services, however caused. There are risks inherent in internet connectivity and technologies that could result in the loss of your privacy, confidential information and property.

10.8 Unfavorable Regulatory Environment.

Crypto-assets and blockchain technologies have been the subject of scrutiny from various regulatory bodies. The functioning of the software and maintenance of the Turtle Network Services could be impacted by adverse regulatory change, including but not limited to restrictions on the use of Crypto-assets or recharacterization of the legal nature of a Crypto-asset in a way that may amount to a Prohibited Activity for which the Turtle Network Services cannot be used.

10.9 Services Provided “as is”. You expressly understand and agree that your use of the Turtle Network Services is at your sole risk. The Turtle Network Services are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement.

10.10 Third Party Services and Websites. The Turtle Network and the Turtle Network Services may contain links to websites or services owned or operated by parties other than the Company (including, but not limited to, Third-party Gateways). Such links are provided for your reference only. The Company does not monitor or control

resources outside the Turtle Network and the Turtle Network Services and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material in the Turtle Network and the Turtle Network Services or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does such inclusion of links imply that the Company is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website. The Company does not control the third-party content or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). Accordingly, the Company does not bear any liability arisen in connection with your access or use of the third-party content.

11 FEES

11.1 By accessing the Turtle Network Services, you agree that you will be responsible for the full amount of any fees and charges associated with these services, including any fees payable to miners for confirming transactions or in respect of your use of Company Gateways.

11.2 You authorize the Company to collect any such fees and charges directly from your User Address as and when they are due.

12 INDEMNITY

12.1 You agree to indemnify and hold harmless the Company and its officers, directors,

employees, shareholders and representatives from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Turtle Network and the Turtle Network Services, your breach of these Terms, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy.

- 12.2 The Company reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Company in the defense of such matter.

13 LIMITATION ON LIABILITY

- 13.1 To the extent permitted by applicable law, the Company shall not have any liability or responsibility for any errors or omissions in the performance of the Turtle Network or the Turtle Network Services, for your action or inaction in connection with the Turtle Network or the Turtle Network Services or for any damage to your computer or data or funds or any other damage you may incur in connection with the Turtle Network or the Turtle Network Services, except for gross negligence or willful misconduct in the performance of its duties. Your use of the Turtle Network or the Turtle Network Services is at your own risk.
- 13.2 In no event shall the Company, to the extent permitted by applicable law, be liable for

any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the access to or use of the Turtle Network or the Turtle Network Services, the delay or inability to use the Turtle Network or the Turtle Network Services, the exercise of any of the powers in Clause 8 against you, or otherwise arising in connection with the Turtle Network or the Turtle Network Services whether based on contract, extra-contractual liability, strict liability or otherwise, even if advised of the possibility of any such damages.

- 13.3 In any event, the liability of the Company shall be limited to the reimbursement of direct damages up to the total amount of fees paid by the User to the Company during the 12 months preceding the claim, or, if the User has not yet been using the Turtle Network and/or Turtle Network Services for a minimum of 12 months, the total amount of fees paid to the Company as at the date of the claim.

14 INTELLECTUAL PROPERTY

- 14.1 We grant you limited, non-exclusive, non-transferable and revocable permission to access and use the Turtle Network and the Turtle Network Services. The right to access and use is limited to the specified purpose of the Turtle Network and/or Turtle Network Services.
- 14.2 You acknowledge and agree that the Turtle Network and the Turtle Network Services contain proprietary and confidential

information that is protected by applicable intellectual property and other laws.

- 14.3 All intellectual property rights including (but not limited to) copyrights, patent rights, design, knowhow, concepts, images, drawings, models, brands, trademarks, logo's, software, etc. (**Intellectual Property**) that are provided on or through the Turtle Network, whether registered or not, are and remain the exclusive property of the Company
- 14.4 In addition to the access and right to use provided in art. 14.1 we grant you permission to use the Turtle Network Logo for the purpose of promoting the Company, the Turtle Network or the Turtle Network Services. This permission is limited to the licensing conditions set forth in the following link: <https://github.com/TurtleNetwork/branding/blob/main/license.md>.
- 14.5 Except as expressly authorized by Company in these Terms or other formal writing, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Turtle Network, the Turtle Network Services or any other Intellectual Property rights of the Company, in whole or in part.
- 14.6 The Company software is not in any way sold or transferred to you.
- 14.7 You agree to abide by our Terms and not to use the Turtle Network, the Turtle Network Services or any Intellectual Property or a part thereof in any manner not expressly permitted by the Terms. Except for the

rights expressly granted to you in the Terms, the Company grants no right, title, or interest to you in the Turtle Network and the Turtle Network Services. You are liable for any misuse of the Turtle Network and/or Turtle Network Services.

- 14.8 Third party software (for example, open source software) included in the Software and the Services are made available to you under the relevant third-party software's license terms.

15 COMMUNICATIONS AND WRITTEN NOTICES

- 15.1 Unless the contrary is specifically provided for in these Terms, any notice, instruction, request or other communication to be given to us by the User under these Terms shall be sent using an anonymous means of communication (such as ProtonMail), shall be in writing and shall be sent to the email address below (or to any other address which we may from time to time specify to the user for this purpose) and shall be deemed delivered only when actually received by us at:

Black Turtle, support@turtlenetwork.eu

- 15.2 Any communications sent to the User (documents, notices, confirmations, statements etc.) are deemed received:
- (a) If posted within the Turtle Network, within one hour after it has been posted;
 - (b) If sent by email, within one hour after emailing it;

- (c) If sent by Turtle Network online support channel within one hour after sending it;
- (d) If sent by telephone, once the telephone conversation has been finished;
- (e) If sent by post, seven calendar days after sending it; or
- (f) If sent via courier service, at the date of signing of the document on receipt of such notice.

16 COMPLAINTS, DISPUTES AND ERROR REPORTING

- 16.1 In the event that an alleged breach, controversy, claim, dispute or difference (a **Dispute**) arises between you and us out of or in connection with your use of the Turtle Network and the Turtle Network Services and/or these Terms (including but not limited to the validity, performance, breach or termination thereof), the parties shall seek to resolve the matter by negotiation.
- 16.2 If you wish to report an error, a Dispute, or other issue affecting your use of the Turtle Network and the Turtle Network Services you must send an email to Turtle Network Exchange customer support team at support@turtlenetwork.eu using an anonymous means of communication.
- 16.3 The following information, which is to be sent on an anonymous basis, will need to be included:
- (a) detailed enquiry description;
 - (b) the date and time that the issue arose.

- 16.4 If a situation arises which is not expressly covered by these Terms, the parties agree to take reasonable steps to resolve the matter by taking such action as is consistent with market practice.

17 DISPUTE RESOLUTION, PLACE OF JURISDICTION AND GOVERNING LAW

- 17.1 These Terms shall exclusively be governed by and construed in accordance with the substantive laws of Belgium, as amended from time to time.
- 17.2 If the parties are unable to resolve a Dispute in accordance with Clause 16, the parties hereby irrevocably submit such Dispute to the exclusive jurisdiction of the courts of Belgium.

18 PERSONAL DATA

- 18.1. Since all data processed in the Turtle Network and Turtle Network Services is anonymized, which arises from the nature of the services we provide, we do not process personal data.

19 GENERAL PROVISIONS

- 19.1 We may assign these Terms to our parent company, affiliate or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets.
- 19.2 The Company may unilaterally decide to change, remove or add clauses to the Terms. When Terms are modified, they shall be uploaded and marked with the

revision date. If the modifications are material, reasonable efforts will be made to notify the User of the material modifications through a banner on the Turtle Network. Unless otherwise specified, all revised, modified and new Terms of Use shall take effect immediately and are applicable to the Turtle Network and Turtle Network Services, except material changes which shall take effect 10 calendar days from the date of notification.

liability associated with or arising from the use of the Turtle Network Services or any other action or transaction related to Turtle Network.

- 19.3 If any provision of these Terms would be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to the other provisions and the remainder of the affected provision(s). The affected provision(s) shall be replaced by a valid provision that comes closest to the intention of the original provision.
- 19.4 The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.
- 19.5 You bear the sole responsibility to determine if your use of the Turtle Network Services and/or any other action or transaction you make through the Turtle Network have tax implications for you and for payment of all applicable taxes. You agree not to hold us liable for any tax