

Migration Terms and Disclaimer

Terms and Disclaimer of the Streamr Migration Application Last Update: 24/06/2021

Please read these Terms and Disclaimer (“Terms and Disclaimer”) of the Streamr Token Migration Application (“Migration Application”) carefully. By clicking or tapping any button or box marked “accept” or “agree” (or a similar term) in connection with these Terms and Disclaimer, or by accessing or using the website <https://streamr.network/token-migration> (“Site”) or the Migration Application, you agree to be bound by these Terms and Disclaimer, a current version of which is available at the Site, and which may be modified from time to time at our sole discretion in accordance with section 3 below.

These Terms and Disclaimer govern the rights and obligations between you (the “User” and collectively with others using the Site, “Users”) and Streamr Network AG, a company construed under the Laws of Switzerland (“Company” or “we,” “our” or “us” and together with you, the “Parties”) concerning your use of (including any access to) Company’s websites, currently located at streamr.network, the Migration Application, web applications, decentralized applications, smart contracts and API located at any of Company’s websites (together with any materials and services available therein, and successor website(s) or application(s) thereto, the “Site”). Any additional Terms and Disclaimer with respect to the Site posted by Company to the Site, or otherwise made available to you by Company forms an integral part of these Terms and Disclaimer.

1. Use of Migration Application

The Company has developed a migration application – an online, decentralized and autonomous tool that displays information and autonomous smart contract mechanisms of digital tokens and assets (“Digital Assets”) and a user-interface that guides your access to the Migration Application (the “Migration Application”).

You affirm that you are aware and acknowledge that Company is a non-custodial provider of software, meaning that the Company does not custody, control or manage user funds in any manner whatsoever. The Migration Application is deployed in a decentralized environment wherein the Migration Application can be autonomously and directly accessed by the Users without any involvement or actions taken by Company or any third-party.

Your Use of Migration Application

You represent and warrant to Company that:

- You are eligible to enter into this contractual relationship and use the Migration Application in accordance with these Terms and Disclaimer.
- These Terms and Disclaimer are valid, and binding on you, and enforceable against you.
- You will comply with all Terms and Disclaimer herein.
- You are not entering into the Agreement and using the Migration Application in your capacity as a consumer.
- You acknowledge and agree that from time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company; (iv) disruptions and temporary or permanent unavailability of the underlying blockchain infrastructure; (v) unavailability of third party service providers or external partners for any reason. In this case, you may be prevented from accessing or using the Migration Application.
- You acknowledge and agree that the Site and the Migration Application may evolve over time. This means Company may apply changes, replace, or discontinue (temporarily or permanently) the Migration Application at any time in Company's sole discretion.
- You acknowledge and agree that the pricing information provided on the Site does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Company.
- You acknowledge and agree that the Company does not act as an agent for any of the Users.
- You are solely responsible for your use of the Migration Application, including all transfers of Digital Assets you make.
- In connection with using the Migration Application, you will only transfer legally-obtained Digital Assets that belong to you.
- You will obey all applicable laws in connection with using the Migration Application. You will not use the Site or the Migration Application if the laws of your country, or any other applicable law, prohibit you from doing so in accordance with these Terms and Disclaimer.
- You are solely responsible for reporting and paying any taxes applicable to your use of the Migration Application.
- You are not and have not been placed on any excluded or denied persons lists by any authority.
- You are responsible for complying with any applicable export controls or embargoes.
- Any Digital Assets used by you in connection with the Migration Application are either owned by you or that you are validly authorized to carry out actions using such Digital Assets.

- You acknowledge and agree that we have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any Digital Assets that you may transfer to or from a third party, and that we are not responsible for ensuring that an entity with whom you transact actually completes the transaction or is authorized to do so. If you experience a problem with any Digital Assets purchased from or sold to a third party through the Migration Application, you bear the entire risk.
- You covenant that all activity and conduct in connection with your use of the Migration Application, including any resultant transactions of the Digital Assets, will be in compliance with all applicable law, rules, regulations, requirements, guidelines and policies of any governmental or quasi-governmental body or regulatory agency, any self-regulatory organization.

2. Eligibility

By using the Migration Application, you represent and warrant that you are of the legal age of majority in your jurisdiction as is required to access the Migration Application and enter into arrangements as provider or requestor. You further represent that you are legally permitted to use Streamr in your jurisdiction including owning cryptographic tokens of value and interacting with the Streamr Network in any way. You further represent you are responsible for ensuring full compliance with the applicable laws in your jurisdiction and acknowledge that the Company is not liable for your compliance and failure to comply with such laws.

3. Modification of Terms and Disclaimer and Transfer

These Terms and Disclaimer may be modified or replaced by the Company at its sole discretion at any time. The most current version of these Terms and Disclaimer will be posted on the Site with the “Last Revised” date at the top of the Agreement changed. Any changes or modifications will be effective immediately upon posting the revisions to the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Use of the Site or the Migration Application by you after any modification to the Agreement constitutes your acceptance of the Agreement as modified. If you do not agree to the Terms and Disclaimer in effect when you access or use the Migration Application, you must stop using the Migration Application. We may, at any time and without liability or prior notice, modify or discontinue all or part of the Site (including access to the Site via any third-party links). Neither party may assign or transfer any rights or obligations under these Terms and Disclaimer, provided that Company may assign its rights and obligations under these Terms and Disclaimer without your prior consent to any of Company’s affiliates, or to its successors in interest of any business associated with the Migration Application provided by Company. These Terms and Disclaimer shall be binding upon the permitted assigns or transferees of each party.

4. Representations, Warranties, and Risks

4.1 No Representation or Warranty

WE MAKE AND EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND WITH RESPECT TO THE MIGRATION APPLICATION AND THE CODE PROPRIETARY OR OPEN SOURCE, WE SPECIFICALLY DO NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SECURITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. WE DO NOT REPRESENT OR WARRANT THAT THE MIGRATION APPLICATION, CODE AND ANY RELATED INFORMATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

4.2 Assumption of Risks of Cryptographic Systems and Currencies

By using the Migration Application in any way, you acknowledge the inherent risks associated with cryptographic systems; and warrant that you have a deep understanding of the usage and intricacies of native cryptographic tokens, like DATA or ETH, smart contract based tokens such as those that follow the Ethereum Token Standard and blockchain-based software systems.

You understand that Ethereum and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that the Company cannot be held liable for such fluctuations or increased costs.

You acknowledge that you are solely responsible for the process of selling and buying DATA or ETH and that the Company does not offer any such service. The Company cannot be held liable for any losses or damages of DATA, ETH or other Cryptocurrencies resulting from the use of Migration Application of any third-party provider (i.e. exchanges).

4.3 Assumption of Risk of Regulatory Actions in One or More Jurisdictions

The Migration Application and Ethereum could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of the Company to continue to develop, or which could impede or limit your ability to access or use the Streamr Network, the Migration Application or Ethereum blockchain.

4.4 Risk of Weaknesses or Exploits in the Field of Cryptography

You acknowledge and understand that Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, Digital Assets and the Migration Application, which could result in the theft or loss of your Digital Assets or property. It is intended to update the protocol underlying the Migration Application to account for any advances in cryptography and to incorporate additional security measures, but the Company does not guarantee or otherwise represent security of the system. By using the Migration Application or accessing the Site, you acknowledge these inherent risks.

4.5 Volatility of Cryptocurrency

You understand that Ethereum and other blockchain technologies and associated Digital Assets, currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that Company cannot be held liable for such fluctuations or increased costs.

4.6 Application Security

You acknowledge that the Migration Application is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Migration Application or Site. This warning and others provided in these Terms and Disclaimer by Company in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Migration Application or accessing the Site.

4.7 Site Accuracy

Although it is intended to provide accurate and timely information on the Site, the Site or relevant tools may not always be entirely accurate, complete or current and may also include technical or other inaccuracies . In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or relevant tools are your sole responsibility and Company shall have no liability for such decisions. Links to third-party materials (including, without limitation, websites) may be provided as a convenience but are not controlled by the Company. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Site or available via other relevant tools.

No representation is made as to the accuracy, completeness or appropriateness for any particular purpose of any pricing information distributed via the Site. Prices and pricing information may be higher or lower than prices available on other platforms.

4.8 Technical Knowledge

Any use or interaction with the Migration Application requires a comprehensive understanding of applied cryptography and computer science in order to appreciate the inherent risks, including those listed above. You represent and warrant that you possess the relevant knowledge and skills. Any reference to a type of Digital Asset on the Site does not indicate our approval or disapproval of the underlying technology regarding such type of Digital Asset and should not be used as a substitute for your own understanding of the risks specific to each type of Digital Asset. We make no warranty as to the suitability of the Digital Assets referenced on the Site and assume no fiduciary duty in our relations with you.

4.9 Financial Risks

Use of the Migration Application, in particular for trading Digital Assets, may carry financial risk. Digital Assets are, by their nature, highly experimental, risky, volatile and transactions carried through the Migration Application are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Site and the Migration Application at your own risk. The risk of loss in trading Digital Assets can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. By using the Migration Application, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying Digital Assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction conducted via the Migration Application or any underlying Digital Asset. You accept all consequences of using the Migration Application, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms and Disclaimer, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with the use of the Migration Application for performing Digital Asset transactions. Under no circumstances will the operation of all or any portion of the Site or the Migration Application be deemed to create a relationship that includes the provision or tendering of investment advice.

4.10 Compliance with Laws and Regulations

You are responsible for complying with all applicable laws and regulations. You agree that we are not responsible for determining whether or which laws may apply to your use of

Migration Application, including tax laws. You are solely responsible for reporting and paying any taxes arising from your use of the Site and Migration Application.

Company must comply with applicable law. Applicable law, regulation, and executive orders may require us to, upon request by government agencies, take certain actions or provide information.

4.11 Operational Risks

You are aware of and accept the risk of operational challenges. The Site and/or the Migration Application may experience sophisticated cyber attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Site and/or the Migration Application. You agree to accept the risk of the Migration Application failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold the Company accountable for any related losses. We will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. We do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site and/or the Migration Application will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with these Terms and Disclaimer. Additionally, third parties may make unauthorized alterations to the Site or the software underlying the Migration Application. Accordingly, you should verify all information on the Site before relying on it, and all decisions based on information contained on the Site are your sole responsibility and we will have no liability for such decisions.

5. Indemnification

You agree to release and to indemnify, defend and hold harmless the Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, 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 Site and/or the Migration Application, your violation of these Terms and Disclaimer, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. If you are obligated to indemnify the Company, Company reserves the right, at its own expense, to assume exclusive defense and control of any matter and, in such case, you agree to cooperate with the Company in the defense of such matter.

6. Limitation on liability

You acknowledge and agree that you assume full responsibility for your use of the Site and of the Migration Application. You acknowledge and agree that any information you send or receive during your use of the Site and Migration Application may not be secure and may be intercepted or later acquired by unauthorized parties. You acknowledge and agree that your use of the Site and the Migration Application is at your own risk. Recognizing such, you understand and agree that, to the fullest extent permitted by applicable law, neither Company nor any related entities, suppliers or licensors will be liable to you for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data or other tangible or intangible losses or any other damages based on contract, tort, strict liability or any other theory (even if Company had been advised of the possibility of such damages), resulting from the Site or Migration Application; the use or the inability to use the Site and/or the Migration Application; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the Site and/or the Migration Application; any actions we take or fail to take as a result of communications you send to us; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software (including, but not limited to, those that do not permit participation in the service); any injury or damage to computer equipment; inability to fully access the site or service or any other website; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter relating to the Site and/or the Migration Application.

7. Open Source and Proprietary Rights

Some software used in our Migration Application may be offered under an open source license that we will make available to you. Documentation of open source code is available on the Streamr Github page (<https://github.com/streamr-dev>). This documentation, including any code shown in it, is licensed under the following open source licenses: The SDKs (client libraries) and other developer tooling are open source under Apache v2.0 license. Streamr Network, Core, and Marketplace are licensed under a Streamr Open Source License, which is a AGPLv3-based licence with some added requirements related to the use of the DATA token. You agree to abide by the terms of these licenses.

The “Streamr Network” name, the Streamr Network logo, and the web domains and URLs are property of Streamr Network AG and are not covered under the licenses above. Using our Migration Application does not give you ownership of any proprietary intellectual property rights in our Site or our Migration Application or the content you access. You may not use proprietary content from our Site or our Migration Application unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Site or our Migration Application. You may

not remove, obscure, or alter any legal notices displayed in or along with our Site or our Migration Application.

8. Links

The Site provides, or third parties may provide, links to other World Wide Web or accessible sites, applications or resources. Because Company has no control over such sites, applications and resources, you acknowledge and agree that Company is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

9. Termination and Suspension

Company may terminate or suspend all or part of the Site and/or Migration Application access immediately, without prior notice or liability, at its sole discretion. Upon termination of your access, your right to use the Migration Application will immediately cease. The following provisions of the Agreement survive any termination of your access: INDEMNITY; REPRESENTATIONS, WARRANTIES AND RISKS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; TERMINATION; NO THIRD-PARTY BENEFICIARIES; ARBITRATION AND CLASS ACTION WAIVER; USE OF MIGRATION APPLICATION.

10. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms and Disclaimer, there shall be no third party beneficiaries to the Agreement.

11. Jurisdiction and Governing Law

Any dispute between the Users and the Company out of or in connection with the Terms and Disclaimer shall be submitted to the exclusive jurisdiction of the competent Courts of Zug, Switzerland, with the exclusion of any other jurisdiction or arbitration. These Terms and Disclaimer shall be governed by and construed and interpreted in accordance with the substantive laws of Switzerland, excluding the Swiss conflict of law rules. The United Nations Convention for the International Sales of Goods ("Vienna Sales Convention") is excluded.

12. Prohibited Use

You may not use the Site or the Migration Application to engage in the following categories of activity ("Prohibited Uses "). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Migration Application involves a Prohibited Use or have questions about how these requirements apply to you, please contact us at contact@streamr.network. By using the Site or Migration Application, you confirm that you will not use the Site or Migration Application to do any of the following:

- Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control (" OFAC "), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information;
- Abuse Other Users: Interfere with another individual's or entity's access to or use of any Migration Application; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent;
- Fraud: Activity which operates to defraud Company, other Users, or any other person; provide any false, inaccurate, or misleading information;
- Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Company intellectual property, name, or logo, including use of Company trade or service marks, without express consent from Company or in a manner that otherwise harms Company; any action that implies an untrue endorsement by or affiliation with Company.
- Illegal Source of Funds: Use or accessing the Site or Migration Application to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism or tax evasion.

Other Prohibited Activities: Additionally, you confirm that you may not, nor may you assist other parties to:

- attempt to disable or circumvent any security or access control mechanism of the Site or Migration Application, where applicable;
- design or assist in designing cheats, exploits, hacks, modes or any other unauthorized third-party software to modify or interfere with the Migration Application, with the exception of automation software and bots, provided that such

automation software and bots operate in the ordinary course of using the Migration Application and do not cause disruption or harm to the Migration Application;

- institute, assist or become involved in any type of attack, including distribution of a virus, attacks upon the Migration Application or the Site, that prevent access to or use of any of the above, other attempts to disrupt any of the above, gain unauthorized access to any of the above, or disrupt any other person's use or enjoyment of any of the above;
- attempt to, or harass, abuse, or harm of another person or entity, including our employees and service providers;
- impersonate another user or otherwise misrepresent yourself;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or detrimentally interfere with, intercept, or expropriate any system, data, or information.

13. General Information

13.1 Privacy Policy

The current version of the Privacy Policy is available at <https://s3.amazonaws.com/streamr-public/streamr-privacy-policy.pdf>.

13.2 Section Titles

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

13.3 Communications

Users with questions, complaints or claims with respect to the Migration Application may contact us using the relevant contact information set forth above and at contact@streamr.network.