



Terms of Service

Analog's Incentived Validators Program

Version 1.0

Effective Date: June 3, 2024

INTRODUCTION

Analog's Incentivized Validators Program (the "Program") is a groundbreaking initiative designed to onboard validators onto the testnet while leveraging Analog-controlled tokens to nominate these validators. A Validator Operator ("you" or "your") shall be understood as an individual or business entity responsible for validating transactions and maintaining the integrity of the network, together with an underlying infrastructure (the "Validator Node").

The primary objective of the Program is to provide a structured on-ramp for the Validator Operator to join the active set on Analog networks and further decentralising the validator active set. The Program is provided by Analog Time Corporation Limited, a Seychelles International Business Corporation ("Analog", "Company", "we", "us", "our"). These Terms of Service ("Terms") govern your access to and use of the Program, including any software, documentation, and other resources provided as part of the Program. Your participation in the Program is entirely voluntary and by accessing or using the Program, you agree to be bound by these Terms and our Privacy Policy.

ACCEPTANCE OF TERMS AND PRIVACY POLICY

By accessing or using the Program, you agree to these Terms and to our Privacy Policy and any other agreements or terms as set forth by the Company. These Terms constitute a binding obligation between you and the Company. If you do not agree to these Terms, do not use the Program. You represent that you are over the age of 18. The Company does not permit those under 18 to participate in the Program.

If you are accessing 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 and Privacy Policy. In that case, "you" and "your" will also refer to that company or other legal entity.

ELIGIBILITY



To be eligible for participation in the Program, the you must meet the following criteria:

- You must comply with the technical and other requirements and specifications of the Analog networks at all times, as specified by the Company (see [Timechain](#)).
- You must adhere to the [Code of Conduct](#) set by the Company.
- You must operate with transparency and integrity, providing accurate and up-to-date information about your infrastructure and operations.
- You must submit to KYC/AML checks and pass them to the satisfaction of the Company in its sole discretion. KYC/AML checks require that you provide certain identifying information (such as passport, name, residence or domicile, date of birth, etc.). Failure to provide such identifying information and/or a failure to demonstrate compliance with the requirements herein may result in termination of your participation in the Program and forfeiture of any Program incentives or rewards.
- You are not (i) the subject of sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority); (ii) a citizen or organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions (including without limitation Cuba, Democratic People’s Republic of Korea, the Crimea, Donetsk, and Luhansk regions, Iran or Syria); or (iii) you are not barred from participating under any applicable laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees.
- You will not use a virtual private network (VPN) or other tool to circumvent any geoblock or other restrictions that we may have implemented for participants in the Program.
- You are not participating in, and have not become eligible to participate in, the Program by receiving credentials from any other person or entity.

The Company may change or modify the Program at any time in its sole discretion, including with respect to its eligibility requirements, the number of participants eligible to participate in the Program, the requirements of the Program, and the incentives and rewards.

The Company reserves the right to block your access to the Program at any time, in its sole discretion. The Company may terminate the Program, or your right to participate in the Program, at any time, in its sole discretion.



NOMINATION PROCESS

To participate in the Program, you must submit a completed application form designated by the Company, providing information, including, but not limited to, details about your infrastructure. You may be asked to provide additional information regarding your experience and commitment to the goals of the Program.

The Company will review applications and select Validator Operators to participate in the Program at its sole discretion. Submitting an application and meeting the outlined requirements does not create any legal right or entitlement to be a Validator Operator either now or in the future.

As part of the nomination process, the Company may share identifying information and documentation with certain vendors or third-party providers who provide various services such as identity verification and/or sanctions and watchlist screening services (the “Third-Party Services”). You agree that your access and use of such Third Party Services is governed solely by the terms and conditions of such Third Party Services, and the Company 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 Company 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.

As a Validator Operator, you must actively participate in the Program, including Timechain block creation and contributing to the security and stability of the networks. The equipment infrastructure for a single Validator Operator should at least be according to the [Reference Hardware](#). For security reasons, multiple validators should not be run on the same hardware.

FUNDING AND REWARDS

Analog will nominate a Validator Node’s stash account owned by the Validator Operator to support their operations within the Program. Analog may earn staking rewards associated with such delegation; and each selected Validator Node will be allowed to keep a portion of staking rewards by setting a commission as specified in the Forms (see [Timechain](#)) by the Analog. Analog will retain all voting rights associated with such



delegation and the Validator Operator shall have no control over, and shall not seek to direct, influence or interfere with their voting.

In order to receive rewards, you must (i) continue at all times to meet the eligibility requirements for participation in the Program, as set forth herein, and (ii) not be located in the United States, not be a U.S. Person (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, as amended (the "Securities Act")) and not be participating in the Program on behalf of a person or entity located in the United States or any U.S. Person.

Notwithstanding any other information provided by the Company regarding the Program, the Company may in its discretion change or modify the amounts or types of rewards and/or discontinue, or terminate, temporarily or permanently, all or any part of the rewards program at any time and without notice and the Company may remove or reallocate any rewards earned by you or elect not to provide any rewards to you. You agree that any rewards received will be in consideration for your services of participating in the Program.

The Company reserves the right to request information about, review and investigate all Program activities, and to disqualify you if it believes you engaged in any activity that is abusive, fraudulent, in bad faith or otherwise fails to meet the Program standards and requirements. If you violate any of the these Terms (as determined by the Company in its sole discretion), if you have engaged in any activity that is abusive, fraudulent, in bad faith, or if you do not complete the necessary information or fail to provide accurate information, then you will not be eligible to receive rewards, and the Company may require you to promptly return any rewards you have already received.

Your eligibility to receive rewards is made in reliance upon your representation to the Company, which by your agreement to these Terms you hereby confirm, that any rewards you receive will be for your own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that you have no present intention of selling, granting any participation in, or otherwise distributing the same. By agreeing to these Terms, you further represent that you do not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any rewards. If you are agreeing to these terms on behalf of an entity, that entity has not been formed for the specific purpose of obtaining the rewards.



Any rewards delivered to you shall be subject to such restrictions on transferability as determined by the Company, in its sole discretion, which may include delivery to a multi-sig wallet or to any other device, mechanism, program or application intended to enforce the transfer restrictions imposed on the rewards, or additional lock-up or legending requirements. If required by the Company, you must accept the smart contract or other electronic contract containing the terms applicable to the distribution of such rewards (including, without limitation, any token terms and conditions or protocol terms and conditions); failure by you to accept such contract or contracts shall render your rights to receive such rewards void. You agree to comply with all such terms, conditions and restrictions, and consent to the imposition of the foregoing. You acknowledge that: (i) the rewards have not been registered under the Securities Act and that the Company has no plans to register the Rewards under the Securities Act; (ii) there is substantial uncertainty as to the application of securities, financial, and other laws to tokens and token rights, and that the interpretation of existing laws or new laws may affect the regulatory status of the rewards, the offer or sale of the rewards, and the use of the associated network; (iii) in light of such uncertainty and although the Company does not intend for the rewards to be deemed securities, the rewards may be deemed to be “restricted securities” under U.S. federal securities laws or other laws, and that the rewards are subject to restrictions including, but not limited to, restrictions on transfer; (iv) in the event that transactions of the rewards are deemed to be transactions of restricted securities, you may not sell, resell, assign, encumber or transfer all or any part of the rewards being acquired through the Program except if registered under the Securities Act or pursuant to an exemption from such registration (or in compliance with such other laws); (v) you may be required to deliver to the Company certification and/or other information satisfactory to the Company prior to any resale or transfer of the rewards; and (vi) any transfer not made in compliance with these restrictions shall be void and the Company may refuse to recognize any transfer not made in accordance with these restrictions. The rewards are deemed to include a legend to the foregoing effect. If you determine subsequently to resell rewards provided any applicable restriction period has expired, it is your sole responsibility to determine if such resale is permissible at such time under applicable laws. You have read and understand the restrictions and limitations set forth in these Terms that will be imposed on the rewards. You agree to comply with all such restrictions and consent to the imposition of any such restrictions on transfer as the governing body of the Company may, pursuant to the advice of legal counsel, consider necessary or prudent to comply with applicable law, which restrictions may include delivery to multi-sig wallets or additional lock-up or legending requirements.



You understand that no public market now exists for the rewards, and that the Company has not made any assurances that a public market will ever exist for the rewards.

You acknowledge and agree that at no time were you presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with any invitation to participate in the Program or offer of the rewards.

You acknowledge, assume, and hold the Company, its affiliates, and their respective shareholders, members, partners, directors, officers, employees, contractors, advisors, lawyers, accountants, suppliers, licensors, agents and other representatives (collectively, the "Company Parties") harmless, from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of, in connection with or related to the following risks with respect to the rewards: (i) the Program may never fully be developed, and to the extent developed, may not function as intended; (ii) the Program may fail to attract sufficient interest from key stakeholders and the general public; (iii) the Program (and/or the individuals or entities behind it) may be subject to investigation and punitive actions from governmental authorities; (iv) tokens, and the markets for tokens, are, by their nature, highly experimental, risky, and volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation; (v) the cost and speed of transacting with tokens are variable and may increase dramatically at any time; (vi) cryptography is a progressing field with advances in code cracking and other technical advancements, such as the development of quantum computers, which may present risks to tokens, including theft and loss; and (vii) token transactions are generally irreversible, and subject to loss due to human error.

You acknowledge and agree that if you are unable to claim rewards due to technical bugs, gas fees, loss of access to a digital wallet or the keys thereto, or for any other reason, you will have no recourse or claim against us and that we will not bear any liability.

You acknowledge and agree that claiming a reward may require reliance on or an integration with third party products (e.g., a digital wallet or an unaffiliated network or blockchain) that we do not control. In the event that you are unable to access such products or integrations, or if they fail for any reason, and you are unable to participate in the Program or claim rewards, you will have no recourse or claim against us and we will not bear any liability.



TAXES

You are responsible for the payment of all taxes associated with your receipt of any rewards. You agree to provide the Company 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 such financial, legal and/or tax adviser that you deem advisable in connection with your participation, or that you have had the opportunity to obtain such advice but have chosen not to do so; (ii) the Company has not provided you with any financial, legal, tax or any other advice with respect to your participation; and (iii) you are not relying on the Company for any financial, legal or 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 Company assumes no responsibility for any losses resulting from any compromise of your systems or wallet(s).

As part of certain phases of the Program, the Company may send or receive rewards to your digital wallet application. In such cases, you are responsible for the management of the private keys and security for your digital wallet(s). The Company does not and will not manage, store, collect or otherwise access the private keys for your digital wallet(s). You are responsible for all activities that occur using your digital wallet, whether or not you know about them. In the event you provide an incorrect digital wallet address, you shall be solely responsible, and will hold the Company harmless, for any rewards delivered to such incorrect digital wallet address.

UPDATES; MONITORING

We may make improvements, modifications, changes or updates 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 and use of the Program 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 Company 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 these Terms and to comply with other legal requirements.

INTELLECTUAL PROPERTY RIGHTS; FEEDBACK

We grant you a nonexclusive, limited, revocable, terminable, personal, non-assignable and non-sublicensable license to use any intellectual property that we or our affiliates provide to you solely for the purpose of participating in the Program, in strict accordance with these Terms. Such license shall automatically expire upon the termination of your participation in the Program. Except as set forth in the immediately preceding sentence, all right, title, and interest in and to the intellectual property and the Program (and all elements thereof), including all modifications, improvements, and enhancements made thereto, and all proprietary rights therein, shall be and remain the Company's sole and exclusive property. We reserve all rights not expressly granted to you.

The Company welcomes feedback, comments and suggestions for improvements to the Program and related technologies ("Feedback"). You agree that your submission of any Feedback will be made on a strictly non-confidential basis, and that we will be free to use or disclose your Feedback in any way, for any purpose. You grant to the Company an exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose, in any form, format, media or media channels now known or later developed or discovered. You represent and warrant that neither your submission of any Feedback to us, nor our commercialization or exploitation of that Feedback in any way, will violate any intellectual property, proprietary or other rights of any person.

COMPLIANCE WITH APPLICABLE LAWS

You agree that to comply with all applicable laws and any generally accepted practices or guidelines in the relevant jurisdictions (including any applicable 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 in the Program. To the extent required by any applicable laws, you are



solely responsible for obtaining or filing any approval, clearance, registration, permit, or other regulatory authorization and shall comply with the requirements of such authorization.

DISCLAIMERS; LIMITATIONS OF LIABILITIES

THE COMPANY 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 COMPANY 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 Company 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 Company 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 these Terms.

YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH PARTICIPATING IN 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, LOSS OF DATA AND SECURITY RISKS. YOU ACCEPT AND ACKNOWLEDGE THAT THE COMPANY WILL NOT BE RESPONSIBLE FOR ANY LOSSES, FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN PARTICIPATING IN PROGRAM, HOWEVER CAUSED. THE COMPANY 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 PROGRAM.

The Company makes no warranty that the Program will meet your requirements or be available on an uninterrupted, secure, or error-free basis or free of viruses, errors, or defects. The Company makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or materials offered in connection with the Program. Any rewards you received (including any tokens) as part of the Program may have no value.



You understand and agree that:

- Access to the Program 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, are all public information and can be accessed by anyone, including participants and non-participants of the Program; and
- Security and other blockchain audits undertaken by the Company 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.

YOU WAIVE AND RELEASE US FROM ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM OR IN ANY WAY RELATING TO ANY INFORMATION, TOOLS OR SERVICES THAT WE OR OUR AFFILIATES PROVIDE IN CONNECTION THE SERVICES OR THE PROGRAM. FURTHER, YOU WAIVE THE BENEFITS AND PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 OR ANY SIMILAR LAW OR REGULATION IN EFFECT IN THE JURISDICTION IN WHICH YOU RESIDE. CALIFORNIA CIVIL CODE § 1542 PROVIDES: “[A] GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ANY COMPANY PARTY 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, THE SERVICES OR THE PROGRAM, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR OUR 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 US, OUR SUPPLIERS, AND OUR LICENSORS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICES OR THE PROGRAM EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100).



YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITIES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company from and against any Claims arising out of, in connection with or related to: (a) your access to or use of the 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); and (d) your conduct in connection with the Services or your participation in the Program. You agree to promptly notify the Company of any third-party Claims, cooperate with the Company in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including legal fees and expenses). You also agree that the Company will have control of the defense or settlement, at Company'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 the Company, its affiliates and/or their respective clients, service providers and business partners (collectively, "Confidential Information"). All Confidential Information shall be sole and exclusive property of the Company 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 Company, 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.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Seychelles, without giving effect to any principles of conflicts of law.

DISPUTE RESOLUTION AND ARBITRATION



You agree that any disputes between you and Analog will be resolved by binding, individual arbitration and you waive your right to participate in a class-action lawsuit or class-wide arbitration. This arbitration will be conducted in the English language, take place in Seychelles, and will be governed by Seychelles law.

ELECTRONIC NOTICES

By using the Service, you consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Program. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

LINKS TO THIRD-PARTY WEBSITES

The Program may contain links to third-party websites or resources. You acknowledge and agree that the Company is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources.

CONTACT INFORMATION

For questions about these Terms or the Service, please contact us directly at legal@analog.one