

Cronos zkEVM: Pioneer Programme Terms and Conditions

Last Update: 15th August 2024

By entering and participating in the Cronos zkEVM Pioneer Programme (“**The Programme**”), each Participant acknowledges and understands that it shall comply with the Rules and decisions of Cronos Labs and the Cronos zkEVM chain (including “**we**” or “**us**”), which are final and binding in all respects.

1. General Provisions

1.1. Definitions and Interpretation

- “**Points**” are reward points created and awarded by us to the Participant for completing Missions in our discretion, and which a Participant may use in order to be eligible for and redeem Rewards made available on the Site via the Mission Page pursuant to the Rules applicable to The Programme.
- “**Mission(s)**” refer to the activities, tasks, or actions that a Participant must undertake on the Participating Protocols in order to be eligible for Points which can be redeemed for specified Rewards as shown on the Site and pursuant to the Rules.
- “**Non-Custodial Wallet**” means a wallet or blockchain address the Participant owns and which must be connected to on the Site to participate in The Programme, or to receive rewards (if eligible).
- “**Participant**” means an eligible individual who participates in The Programme in accordance with the Rules.
- “**Participating Protocols**” means the third-party decentralised dapps or protocols on which the Participant can complete Missions to earn Rewards for The Programme. Rewards may be offered by the Participating Protocols.
- “**The Programme FAQs**” means the applicable FAQ published on the Site regarding The Programme that can be found [here](#).
- “**Reward(s)**” refers to any benefit in any form that the Participant may receive from us and/or the Participating Dapps for completing Missions or meeting certain criteria in accordance with the Rules.
- “**Programme Terms and Conditions**” means the terms and conditions contained herein.
- “**Rules**” means The Programme Terms and Conditions and The Programme FAQs as well as any other requirements specified by us with respect to The Programme.
- “**Site**” means <https://zkevm.cronos.org/missions>

1.2. Description of The Programme. The Programme is a promotional programme whereby Participants can receive rewards, in our sole

discretion and as a gratuity, for completing specified activities on Participating Protocols under specified conditions as described in the Rules.

1.3. Contractual Agreement. These Programme Terms and Conditions, and any others referenced or incorporated herein, constitute a legally binding contract between the Participant and us. By participating in The Programme, you are entering into a binding contract and shall be deemed to have expressly read, understood, and agreed to be bound by these Programme Terms and Conditions in addition to any other terms applicable to you by virtue of you undertaking the Missions on any Participating Protocols and/or any terms applicable to you as an owner of a Non-Custodial Wallet. In respect to The Programme itself, these Programme Terms and Conditions shall prevail over any other applicable terms and conditions. You hereby represent and warrant that by participating in The Programme, you are not in violation of any applicable laws in your jurisdiction of residence.

Amendments. Rewards may be offered by third party protocols which Cronos Labs does not have control over. We reserve the right to amend, modify, replace, or remove The Programme and the right to determine what the Participating Protocols and/or the Rewards will be at our discretion.

1.4. For the latest list of Missions and Rewards, please click [here](#).

2. Eligibility

To be eligible for The Programme, you must:

- Own and have connected your Non-Custodial Wallet to the site;
- Be eighteen (18) years of age or older, or the minimum age required in your jurisdiction of residence to have the necessary legal capacity, right, power, and authority to accept these terms of The Programme;
- Be eligible based on any criteria specified in The Programme FAQs;
- Not be subject to any sanctions imposed by any government, including without limitation those imposed by the United Nations, the European Union, and EU country, the UK Treasury, or the US Office of Foreign Assets Control; and
- Read, understand, and agree to the relevant Privacy Notice and/or Cookie Policy as applicable to you in your jurisdiction, as may be available or updated from time to time.

2.1. Prohibited Use. You agree not to engage in the prohibited uses or actions set forth below. The specific activities set forth below are representative but not exhaustive. By using the Site and participating in The Programme, you confirm that you will not do any of the following:

- Promote or facilitate illegal activities, including but not limited to money laundering, terrorist financing, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons;
- Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right of Cronos Labs or of third parties;
- Engage in improper or abusive trading practices, including but not limited to (a) any fraudulent act or scheme to defraud, deceive, trick, or mislead; (b) trading ahead of another Participant of The Programme or the Site or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; or (g) cornering;
- Uploading or transmitting viruses, worms, Trojan horses, time bombs, cancelbots, spiders, malwares, or any other type of malicious code that will or may be used in a way that will affect the integrity, functionality, or operation of the Site and/or The Programme;
- Use and exploit The Programme on a commercial basis and market, promote, post about The Programme in a public forum or to the general public at large without our prior written permission and/or approval;
- Harass, abuse, or harm another Participant, person, or entity, including Participating Protocols and Cronos Labs' service providers and collaborators;
- Engage or attempt to engage or encourage, induce, or assist in any third party, or yourself attempt, to engage in any of the activities prohibited hereunder or any other provision of these Programme Terms and Conditions.

Without limiting any of our rights here, your eligibility to participate in The Programme is at all times subject to your continuing compliance with these Terms and the foregoing eligibility criteria.

Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your ability to participate in The Programme, or to suspend, or terminate your participation in The Programme at any time in our sole discretion. Further, we reserve the right to change the eligibility criteria at any time. If we become aware that you are ineligible or otherwise determine that you are in violation of the Rules or any applicable terms and conditions, we may ban you from using any of our products and services. In addition to the

other rights set forth herein and those that may be available to us, you agree that you will indemnify and hold harmless Cronos Labs from any legal or monetary consequences that arise from any unauthorised participation or prohibited use.

3. Your Participation

- Participants cannot transfer Points to any other person.
- Participants do not have the right to substitute Rewards for another Reward(s).
- Participants understand that you shall be bound by the Rules and by the interpretation of the Rules by Cronos Labs and by the decisions of Cronos Labs, which are final and binding in all respects; and
- Participants understand that your participation in The Programme shall be conditioned on your compliance with any and all applicable laws.
- Receiving the Rewards is contingent upon fulfilling all requirements set forth in the Rules and all rewards are provided solely in Cronos Labs' discretion as gratuities.
- The Participant acknowledges that you are solely responsible for securing your private key(s). We do not have access to their private key(s); losing control of their private key(s) will permanently and irreversibly deny you to any blockchain-based network.

4. Rewards

4.1. Limits on Rewards. If for any reason the Rewards, or any part of a Reward is unavailable or a Reward or related event is delayed, cancelled, or postponed, or for any other reason, Cronos Labs reserves the right to modify The Programme in our sole discretion and award a substitute Reward, or portion of a Reward, of comparable or greater value as set forth in the Rules. No substitution, transfer, assignment, or cash equivalent of the Reward, or any portion thereof, is permitted by the Participant. We shall have no responsibility or obligation to a Participant who is unable or unavailable to, or who, does not for any reason, accept or utilise a Reward. All costs and expenses not specifically listed above as part of the Reward are solely the Participant's responsibility. The Rewards are provided on an "as is" basis. Participants acknowledge that we have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Rewards, including any implied warranty of merchantability of fitness for a particular purpose. Any Rewards pictured or written in advertising or The Programme materials (other than the Programme FAQs) are for illustrative purposes only.

4.2. Tax Obligations. The value of the Reward may be taxable to the Participant as income. All federal/national, state/provincial, and local tax liability, and other costs and expenses associated with acceptance or use of the Reward not specifically provided for in the Rules are solely the Participant's responsibility (regardless of whether the Reward, in whole or in part, is used).

5. Fees and Transactions

In connection with your participation in the Programme, some Missions may require you to fulfil transactions or pay fees when interacting with the Participating Protocols, including but not limited to gas costs or trading related fees. The Participant shall be solely responsible for such fees and transactions and acknowledges that Cronos Labs in no way has influence over the transactions that the Participant chooses to participate in. Always do your own research.

6. Liability Release and Indemnity

THE REWARDS ARE OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CRONOS LABS OR ANY AFFILIATE, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRONOS LABS OR ANY AFFILIATED ENTITY BE LIABLE TO THE PARTICIPANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE PROGRAMME, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CRONOS LABS AND/OR OTHER AFFILIATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

By participating in The Programme, the Participant agrees to indemnify, defend, and hold harmless, Cronos Labs and its affiliated entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in The Programme, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Rewards, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with The Programme or acceptance and use of the Reward, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to The Programme, the

Reward, or Cronos Labs' advertising and marketing related to the Programme, Participants, in all cases, including but not limited to: (a) unauthorized human intervention in The Programme; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of The Programme or the Missions; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with The Programme), which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in The Programme or receipt or use of any Reward. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in The Programme, or the acceptance, receipt, or use of the Reward and/or any Reward component. Participant further agrees that in any cause of action, Cronos Labs and/or its affiliated entities' liability will be limited to the value of the Reward, and in no event shall any affiliated entities be liable for attorney's fees. Cronos Labs reserves the right in its sole discretion to disqualify any Participant it suspects or finds (i) to have acted dishonestly, fraudulently or otherwise in bad faith in completion of applicable activities (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behaviour that will bring Cronos Labs or its affiliated entities into disgrace and/or disrepute; (iv) to have provided inaccurate information on any legal documents submitted in connection with The Programme (if any); (v) used profanity, racial slurs, foul language or comments that may be deemed as an attack on Cronos Labs, its affiliated entities or other persons; or (vi) to be acting in violation of the Rules. ANY VIOLATION OF THE RULES BY A PARTICIPANT WILL RESULT IN SUCH PARTICIPANT'S DISQUALIFICATION AND ALL PRIVILEGES AS A PARTICIPANT WILL BE IMMEDIATELY TERMINATED.

7. Third Party Services

Cronos Labs and The Programme may make use of third-party services and sites to offer The Programme that we do not own or control. It is the Participant's responsibility to understand any applicable third party terms and conditions in your participation in the Programme, and understand that we shall not be liable for fault on the part of any third-party service providers. In such cases, our liability shall be limited to using reasonable care in the selection, appointment, and instruction of such third-party service providers (but not of any sub-contractor or other third party such third party service provider may use).

We do not endorse nor assume any responsibility for any such third party services or promotions. If you access any such services, you do so at your own risk. You expressly relieve us of any and all liability from your use of any such third party services.

8. General Terms

- 8.1. Disruptions.** Cronos Labs is not responsible if The Programme cannot take place, or if the Points and/or the Rewards cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labour disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Cronos Labs. If, for any reason The Programme is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the reasonable control of Cronos Labs, which, in our sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of The Programme, Cronos Labs reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend The Programme or any part of The Programme. If The Programme or any part of The Programme is terminated or modified prior to the closing of The Programme or any applicable deadline related to The Programme or any of its iterations, notice will be posted on Cronos Labs. Cronos Labs reserves the right to modify and amend the Rules from time to time.
- 8.2. Misconduct.** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAMME MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CRONOS LABS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8.3. Severability and Survival.** The invalidity or unenforceability of any provision of the Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All provisions of these Programme Terms and Conditions, which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination
- 8.4. Waiver.** Cronos Labs' failure to enforce any term of the Rules will not constitute a waiver of that term or any other provision of the Rules. The Participant agrees to waive any rights to claim ambiguity of the Rules. Headings are solely for convenience of reference and will not be deemed

to affect in any manner the meaning or intent of the Rules or any provision hereof.

8.5. Assignment, Delegation, or Transfer. You may not assign, delegate, or transfer any rights or obligations under the Programme Terms and Conditions without our prior written consent. Any such attempted assignment, delegation, or transfer shall be null and void. We reserve the right to assign, delegate or transfer the Programme Terms and Conditions or our rights and/or obligations hereunder without restriction, including without limitation to affiliates, or to any successor in interest of any business associated with Cronos Labs and The Programme.

8.6. Relationship. Cronos Labs is not your trustee, investment advisor, or fiduciary. By providing The Programme, Cronos Labs does not become a trustee, investment advisor, or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect to your digital assets other than those expressly specified in the Programme Terms and Conditions.

8.7. Entire Agreement. The Rules (together with the Rules, (if any) Privacy Notice and Cookie Policy) represents the entire agreement between you and us with respect to The Programme and supersedes all prior representations, understandings, agreements, or communications between you and us, whether written or verbal.

8.8. Amendments. We may amend or modify the Rules from time to time by posting the updated Programme Terms and Conditions on the Site and such amendment or modification shall take effect immediately. Your continued use and participation constitutes your acceptance of the updated Programme Terms and Conditions; if you do not agree with the updated Programme Terms and Conditions, your sole and exclusive remedies are to discontinue participation in The Programme.

9. Governing Law and Dispute Resolution

9.1. These enforcement and interpretation of these Programme Terms and Conditions, and any dispute related to these Programme Terms and Conditions, the Rules, or the Site, will be governed by and construed and enforced under the laws of Hong Kong, as applicable.

9.2. Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Rules, or the breach, termination or invalidity thereof, or any other issue which shall

arise in virtue of these Rules, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

10. Force Majeure.

We shall not be liable for any delay, error, interruption, or failure to perform any obligation under the Programme Terms and Conditions where the delay or failure is directly or indirectly resulting from any cause beyond our control including, but not limited to (i) acts of God, nature, court, or government; (ii) failure or interruption in private or public telecommunications networks, communication channels, or information systems; (iii) acts or omissions of a party for whom we are not responsible; iv) delay, failure, interruption in, or unavailability of third-party services and sites; (v) strikes, lockouts, labor disputes, war, terrorist acts, or riots; and (vi) viruses, malware, other malicious computer code, or the hacking of any part of the Site or third party services. You understand and agree that your participation is at your own risk. This section is not exhaustive and does not disclose all the risks associated with digital assets and the use of our products and services. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

11. Legal and Regulatory Disclosures

The regulatory status of digital assets is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to digital assets, blockchain technology, or blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE PARTICIPATION IN THE PROGRAMME AND ANY OF OUR RELATED SERVICES IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THEM SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

We may be forced to suspend, discontinue, or to change aspects of The Programme and any of our services in any jurisdictions without notice and for whatever reason if demanded by regulatory authorities.