

Entangle Terms of Use

Last Updated: 9 May 2024

These Terms of Use apply to everyone who visits or uses our website at <https://entanglelabs.org> (hereinafter – “**Website**”, “**the Website**”, “**our Website**”) or any Entangle Services, regardless of their location. We strongly urge you to read these Terms of Use before accessing our Website, Ecosystem, or Services. By accessing the Website, Ecosystem, or using Services, you agree to be legally bound by the Terms of Use and Privacy Policy as published and updated at the Website occasionally. It is your responsibility to understand and comply with these terms.

Please do not use our Services if you disagree with our Terms of Use and Privacy Policy.

1. Definitions

1.1. In these Terms of Use, our Privacy Policy, and all other terms, rules, or texts on the Website, the following terms shall have the following meanings.

- **Annual Percentage Yields (“APY”)** are staking rewards to pay Validators for performing their functions.
- **Crypto-Asset Service Provider (“CASP”)** is an entity regulated by the Markets in Crypto-Assets Regulation (MiCA), authorised to offer services related to the use, exchange, custody, and management of crypto-assets within the European Union.
- **Cosmos SDK** is an open-source framework for building multi-asset public Proof-of-Stake blockchains.
- **Delegator** is a token holder who has chosen to delegate their stake to Validators instead of directly participating in the validation process. In return, Validators charge a commission on the earnings generated from the delegated stakes.
- “**Entangle**”, “**we**”, “**us**”, and “**our**” refer to an unincorporated organisation as represented on the Website.
- **Ethereum Virtual Machine (“EVM”)** is a software environment that executes smart contracts on the Ethereum blockchain. “Non-EVM” refers to blockchain networks that are not based on EVM.

- **Ethermint** is a scalable, high-throughput Proof-of-Stake blockchain fully compatible and interoperable with Ethereum.
- **External Developer** is a data vendor that leverages a cross-chain transfer framework to facilitate the collection and submission of data by Transmitter Agents.
- **Ecosystem** is our Website and any other affiliated sites, digital services, or applications to which these Terms of Use apply.
- **Entangle Blockchain** has the meaning described in clause 2.4 of these Terms of Use.
- **KYC (Know Your Customer)** verifies a customer's identity to ensure compliance with legislation against fraud, corruption, money laundering, and terrorist financing. This process is crucial for maintaining the security and integrity of our Services, helping us prevent unauthorised use and protect our users from potential risks.
- **\$NGL** is Entangle's native token. This token is used throughout the Ecosystem to levy commissions and Stakes within the Entangle Blockchain.
- **Proof-of-Stake Consensus Mechanism** is a method for validating entries into a blockchain and keeping the blockchain secure, where validators are selected in proportion to their quantity of holdings in the cryptocurrency or token underlying the blockchain.
- **Pull Model** is a mechanism for data delivery that provides certain data upon request by the User.
- **Push Model** is a mechanism for data delivery that provides certain data as soon as it becomes available without the User's request.
- **Services** are any content, tools, documentation, features, and functionality provided on the Website and in the Ecosystem on an "as is" and "as available" basis, i.e. without any representations or warranties of any kind, express or implied, in the existing state of affairs, including any faults or problems. Services are not intended for Users who are subject to Sanctions as defined in clause 5.11 below. Services are not intended for use by Users from the United States pursuant to clause 7.2 below.
- **Staking** is the process of earning rewards by locking \$NGL tokens to Entangle Blockchain to support the operation of a blockchain network.

- **Tokenomics** is an economic model behind the \$NGL token that governs its emission, distribution and disposal.
- **Transmitter Agent** is a trusted intermediary that owns and operates one or more transmitters (special programmes designed to facilitate effective data transmission within a blockchain and off-chain). Their primary role is facilitating secure and efficient data transfer between data sources and the Entangle Blockchain.
- **“User”** and **“you”** refer to the user of Services or a mere visitor to the Website, as well as the User’s agents, affiliates, assignees, heirs, and other successors in title. As the User, you are responsible for complying with these Terms of Use and Privacy Policy and any applicable laws and regulations when accessing and using our Services. Users who are subject to Sanctions as defined in clause 5.11 or who are subject to the laws of the United States are not intended to use the Services by our design and should themselves abstain from using the Services.
- **Validator** is an integral actor within the Entangle Blockchain, responsible for proposing and voting on blocks of transactions. Their role is allocated via round-robin scheduling based on their stake proportion.

2. Description of Services

2.1. The following describes the intended functionality of different services provided by Entangle and is not intended to represent the User’s rights or Entangle’s obligations. Entangle makes no warranty, assurance, or guarantee that the functionality described in clauses 2.2–2.5 below will be available or exactly match the description. However, we want to ensure that you, as the User, are fully informed and empowered in your interactions with our Services.

2.2. **Entangle Blockchain** is a decentralised public peer-to-peer ledger based on the Ethermint framework intended to function as the principal communication nexus, where data is stored, verified, and processed.

Entangle Blockchain is intended to incorporate the following features:

- Integration with Ethereum and Cosmos ecosystems. Entangle’s Blockchain construction on the Ethermint framework aims to ensure

full Ethereum compatibility. The Tendermint Core's Proof-of-Stake consensus mechanism expedites operations' finality.

- **Developer Interface and Compatibility.** Web3 JSON-RPC layer aims to guarantee uninterrupted interaction with established Ethereum clients and tools.
- **Smart Contract Deployment.** The initial deployment of smart contracts on the Entangle Blockchain is permissioned but requires authorisation. Authorisation is obtainable either directly from the Entangle team or via a governance module proposal.
- **Performance and Efficiency.** The blockchain's performance metrics are designed for high throughput and efficiency, with details on transactions per second (TPS), block time, and maximum transaction size pending. The blockchain also aims to incorporate mechanisms for managing the emission of its native token, \$NGL, and providing Validators with competitive annual percentage yields (APY).
- **Service Transactions and Automation.** The Entangle Blockchain aims to support service transactions, facilitating the automated execution of routine, periodic operations essential to the functionality of the Ecosystem's protocols.

2.3. **Photon Messaging** is an omnichain messaging protocol that facilitates secure, efficient, and interoperable communication across diverse blockchain networks. It enables seamless messages and data exchange among EVM and non-EVM blockchains. Photon Messaging intends to allow developers to execute Web3 cross-chain messages, enabling seamless asset transfer and operations across any blockchain network. Its main objective is to simplify omnichain functionality by providing secure, cost-efficient, and swift messaging capabilities within the Entangle Ecosystem.

Photon Messaging intends to perform the following functions:

- **Interoperability Facilitator.** The Photon Messaging intends to bridge the communication gap between heterogeneous blockchain architectures, enabling disparate blockchain networks to interact and transact with one another, thereby fostering a more interconnected and cohesive blockchain ecosystem.

- Network Efficiency Optimiser. The Photon Messaging aims to streamline cross-network transactions, reducing operations' complexity and associated costs across different blockchain platforms.
- Innovation Enabler. Photon Messaging is intended to offer a suite of tools and protocols necessary for developing advanced blockchain applications. This protocol is designed to support creating and deploying interoperable blockchain solutions such as native omnichain assets, trustless bridging, customisable on/off-chain data, etc.
- Ecosystem Integrator. Photon Messaging aims to facilitate the exchange of value and data across previously isolated blockchain platforms, allowing for the operation of a more integrated and functional digital assets ecosystem.

2.4. **Universal Data Feeds (“UDF”)** is a mechanism that is intended to standardise data streaming into a universal format, facilitating seamless access to a broad spectrum of Web2 and Web3 data across any network.

UDF is intended to incorporate the following features:

- Unified Collection and Processing. UDF aims to empower decentralised applications to import data from any Web2 and Web3 source, offering developers the ability to define processing and finalisation modules and select dissemination schemes.
- Interoperable Infrastructure. UDF intends to enable smart contracts to access data across any chain or source, delivering data seamlessly across EVM and non-EVM networks.
- Customisability. Developers are intended to have the ability to customise the data processing workflow to align it with specific use cases.
- Push and Pull Models. Entangle aims to offer both push and pull models for data delivery, catering to the varied needs of applications for timely updates or cost-effective on-demand data retrieval.
- Token Utility and Economic Model. Fees generated from the data feeds are intended to be distributed among the Validators, Transmitting Agents and their delegates, enhancing the Tokenomics of Entangle’s native token, \$NGL.

- **Data Security and Decentralisation.** The Entangle Blockchain is intended to be a secure repository for authenticated on-chain data storage.

2.5. Access and use of services described in clauses 2.2–2.4 are provided subject to Photon Messaging Terms of Use, Universal Data Feeds Terms of Use, and Entangle Blockchain Terms of Use. In case of any inconsistency, specific terms of use applicable to any particular service shall prevail over these Terms of Use.

3. Data Protection

3.1. When you access the Entangle Ecosystem and use Entangle’s Services, Entangle may collect certain information about you in accordance with the Entangle Privacy Policy. Entangle may require you, in its sole discretion, to provide additional information and documents. Entangle may refuse to provide Services to the User who fails to provide complete or accurate information or documents upon Entangle’s request.

4. Commissions

In connection with a User’s access and use of the Services, the User may be required to pay commissions as set for the use of any particular Service, including any and all network commissions, as well as all other commissions as stipulated at the Website or in the Ecosystem from time to time. Such commissions, if payable to Entangle, constitute the User’s consideration for the provision of Services by Entangle.

5. Warranties and representations

The User represents, warrants and undertakes to us that:

- 5.1. The User is of legal age in the jurisdiction in which the User resides, and the User has the legal capacity to enter into these Terms and be bound by them if the User is entering into these Terms as an individual;
- 5.2. The User has the full capacity and authority to enter into and perform the User’s obligations under these Terms, the User’s representative has all the requisite power, authority and capacity to accept these Terms on the User’s

behalf, and the User is validly incorporated and duly registered under the laws of the User's home jurisdiction and has all the requisite right, power and authority to carry on its business, if the User is entering into these Terms as a non-individual legal entity;

- 5.3. The User does not, and will not, use any virtual private network (VPN) software or any other privacy or anonymisation tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Services;
- 5.4. The User's access to the Services is not prohibited by the law applicable to the User or the Applicable Law of these Terms of Use;
- 5.5. The User's access to the Services does not contribute to or facilitate any activity regarded illegal under the law applicable to the User or the Applicable Law of these Terms of Use;
- 5.6. All information and documentation provided by the User in connection with their use of the Services is and will remain complete, accurate and truthful, and they shall provide to Entangle updates of such information and documentation promptly upon any material change or inaccuracy;
- 5.7. The User will only transfer and otherwise interact with the digital assets obtained legitimately and legally of which the User is the legal and beneficial owner;
- 5.8. The User shall perform their obligations under these Terms of Use in a manner that enables Entangle to comply with our requirements under Applicable Law;
- 5.9. The User shall promptly provide Entangle with any information that may be requested from the User by Entangle and which is reasonably necessary for Entangle to assess the User's compliance with these Terms of Use, to comply with Applicable Law or any the law applicable to the User or to undertake any reasonable and on-going monitoring of risks in relation to the User's use of the Services;

- 5.10. The User is not aware of and has not intentionally withheld any information or fact which may give rise to or result in the Services provided hereunder being in breach of Applicable Law or any other applicable law;
- 5.11. The User is not owned, controlled, or acting on behalf of an entity or individual related in any way to, or any persons within any country or jurisdiction, which are under economic sanctions or embargoes imposed by the United Nations, the United States, the United Kingdom, Switzerland, the European Union, or any of its Member States ("**Sanctions**").
- 5.12. The User is not located, organised, or resident in a country or territory subject to Sanctions. User further represents and warrants that they will not transfer any funds, assets, and currencies or use them for the benefit of anyone who is the subject of Sanctions or located, incorporated, or resident in a country or territory that is the subject of Sanctions;
- 5.13. The User has sufficient knowledge and experience in business and financial matters, including an adequate understanding of blockchain technologies, cryptocurrencies and other digital assets, storage mechanisms, and blockchain-based software systems, to assess and evaluate the risks and benefits of the Services contemplated in these Terms of Use.
- 5.14. THE USER UNDERSTANDS THE HIGH RISKS ASSOCIATED WITH DIGITAL ASSETS and will bear any such risks, including the risk of loss of part or all money or assets paid, transferred, or invested and the risk that cryptocurrencies and other digital assets are inherently volatile and may have little or no value or may rapidly or instantly lose significant part or all of their perceived value.

6. Indemnity

To the fullest extent permitted by law, the User agrees to indemnify and hold harmless Entangle and its subsidiaries, affiliates, agents, and employees from and against any loss, expense, liability, damage, or claim (including all lawyer's fees) arising out of or related to:

- (i) User's breach of these Terms of Service, the Entangle Privacy Policy or any other terms or rules published by Entangle on the Website,

- (ii) User's violation of the rights of third parties,
- (iii) User's misuse of the Services,
- (iv) User's violation of law, rules or regulations in connection with the use of the Services,
- (v) User's use of or conduct in connection with the Website, Services, Ecosystem, Distributed Ledger Technology, assets associated with the User's distributed ledger technology address, any other digital assets, Feedback, or User Content.

7. Disclaimers

- 7.1. The Ecosystem, the Website and all information and functionalities contained within them are not directed at or intended for use by any person resident or located in any jurisdiction where (1) the distribution of such information or functionality is contrary to the laws of such jurisdiction; or (2) such distribution is prohibited without obtaining the necessary licences or authorisations by the relevant branch, subsidiary or affiliate office of Entangle and such licences or authorisations have not been obtained.
- 7.2. THE ECOSYSTEM, THE WEBSITE AND ALL INFORMATION AND FUNCTIONALITIES CONTAINED WITHIN THEM ARE NOT DIRECTED AT OR INTENDED FOR USE BY ANY PERSON RESIDENT, REGISTERED OR LOCATED IN THE UNITED STATES OR OTHERWISE SUBJECT TO THE JURISDICTION OF THE UNITED STATES AUTHORITIES.
- 7.3. Unless expressly stated otherwise, all price information is indicative only. No representation or warranty, either express or implied, is provided in relation to the materials' accuracy, completeness or reliability, nor are they a complete statement of the securities, markets or developments referred to herein. Recipients should not regard the materials as a substitute for exercising their judgment.
- 7.4. All information and materials published, distributed, or otherwise made available in the Ecosystem and the Website are provided for informational purposes and for the User's non-commercial, personal use only. No

information or materials published in the Ecosystem and the Website constitute a solicitation, an offer, or a recommendation to buy or sell any investment instrument digital asset, or effect any transaction, or conclude any legal act of any kind whatsoever.

7.5. Entangle does not provide investment, financial, legal, or tax advice through the Ecosystem and the Website, and nothing herein should be construed as such advice.

7.6. Entangle does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services. Therefore, it has no oversight, involvement, or control over your transactions, including token purchases and sales.

7.7. You understand that Entangle is not registered or licensed by the CFTC, SEC or any financial or other regulatory authority in any jurisdiction. No financial regulatory authority has reviewed or approved the use of the open-source software utilised by the Ecosystem.

7.8. Entangle does not own or control the underlying software protocols. In general, the underlying protocols are open-source, and anyone can use, copy, modify, and distribute them. Entangle is not responsible for its operation and does not guarantee its functionality, security, or availability.

7.9. Smart contracts execute automatically when certain conditions are met. Entangle cannot reverse a transaction that is recorded on a public blockchain. The User is responsible for ensuring that any details they enter in connection with a transaction using smart contracts are accurate and complete. Furthermore, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects on digital assets, including but not limited to significant volatility and risk of loss.

7.10. THE USER ACKNOWLEDGES AND AGREES THAT PURCHASING AND HOLDING CRYPTOCURRENCY AND USING BLOCKCHAIN TECHNOLOGY ARE HIGH-RISK ACTIVITIES. These risks include but are

not limited to the risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavourable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.

7.11. Please note that Entangle is not a registered Virtual Asset Service Provider (VASP) in any jurisdiction and is not a registered Crypto-Asset Service Provider (CASP) under the European Union's Markets in Crypto-Assets Regulation (MiCA). As such, Entangle does not engage in services that would require compliance with the MiCA framework, including but not limited to the stringent Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures prescribed for CASPs. Our services are not intended to facilitate the trading, exchange, or management of crypto-assets as defined under MiCA, and we do not operate under the regulatory oversight of this framework.

7.12. All content on <https://entanglelabs.org> is owned by Entangle or its licensors and is protected under copyright law. Unauthorised reproduction, redistribution, or exploitation of any content on this website, in whole or in part, without prior written consent from Entangle is strictly prohibited.

8. Limitation of liability

8.1. The User's use of the Website, the Ecosystem and the Services is at the User's sole risk. The Services are provided on an "as is" and "as available" basis, i.e. without any representations or warranties of any kind, express or implied.

8.2. To the fullest extent legally permissible, the Entangle does not make (and explicitly disclaim) any and all representations or warranties of any kind related to the Website, the Ecosystem, and the Services, whether express, implied, or statutory, including (without limitation) the warranties of merchantability, non-infringement, and fitness for a particular purpose.

- 8.3. Neither Entangle nor anyone associated with Entangle makes any warranty or representation regarding the completeness, security, reliability, quality, accuracy, or availability of the Website, the Ecosystem, or the Services.
- 8.4. Neither Entangle nor anyone associated with Entangle takes responsibility for and assumes liability for any application, smart contract, or other content that any User or a third party creates, uploads, posts, sends, receives, or stores on our Ecosystem or through our Services.
- 8.5. To the fullest extent provided by law, in no event will Entangle or any of its affiliates, licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with the User's use, or inability to use, the Website, the Ecosystem or the Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), misrepresentation, breach of contract, or otherwise, even if foreseeable.
- 8.6. This disclaimer of liability extends to any and all damages caused by any third party (including, without limitation, those caused by fraud, deceit, or manipulation), whether or not a participant, or any failure, exploit, or vulnerability of the Website, the Ecosystem, the Services, or the underlying blockchain or related blockchain functionalities.
- 8.7. The foregoing does not affect any liability that cannot be excluded or limited under Applicable Law.

9. Modification

Entangle reserves the right to change and modify these Terms of Service at any time and at its sole discretion. Unless stated otherwise in the relevant notice, all such modifications are effective immediately. Continued use of the Website or the Services following any changes or modifications to these Terms of Service constitutes unconditional acceptance of the revised Terms of Service and all of the terms incorporated in them by reference. It is your

sole responsibility to review the Terms of Service as they are amended occasionally. If you do not agree to the amended Terms, you must stop using the Website or the Services immediately.

10. Entire agreement

Without prejudice to any contrary provisions herein, these Terms of Use, together with the Entangle Privacy Policy and all other documents incorporated in these Terms of Use by reference, constitute the entire agreement between the User and Entangle and supersede any advertising or marketing material or any statements on the Website or anywhere else in the Ecosystem that is or may be construed contrary to anything contained in these Terms of Use, as well as any previous negotiations, proposals, understanding, or agreements between the User and Entangle, express or implied.

11. Applicable law

These Terms of Use, all other documents incorporated in these Terms of Use by reference and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these documents or their subject matter shall be governed by and construed in accordance with, the law of England and Wales, including the entirety of its conflict of laws provisions.

12. Negotiations

In the event of a dispute arising out of or relating to these Terms of Use, the parties to such a dispute shall seek an amicable settlement of that dispute by negotiations.

13. Arbitration

13.1. Should the User and Entangle fail to resolve the dispute by negotiations, any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre

(HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

13.2. This arbitration clause shall be the law of England and Wales.

13.3. The seat of arbitration shall be London, the United Kingdom.

13.4. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English language.

14. Miscellaneous

14.1. Each of the provisions of these Terms of Use is severable. If a provision is held to be or becomes illegal, invalid or unenforceable in any respect under Applicable Law or any other law mandatory provisions of which apply, then to the extent that it is illegal, invalid or unenforceable and can be deleted without altering the essence of these Terms of Use, it shall be deemed to be deleted and shall not affect or impair the legality, validity or enforceability of the other provisions of these Terms of Use. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of these Terms of Use, subject to Clause 9, Entangle or any competent Arbitral Tribunal may amend or order to amend these Terms of Use to remedy such invalidity, illegality or unenforceability to the extent needed to achieve the intent of the original provision.

14.2. These Terms of Use are drafted in the English language. If any translation of these Terms of Use is made, the terms of the English version will prevail over any inconsistent provision of any translation.

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