

SOLANA FOUNDATION VALIDATOR HARDWARE CAMPAIGN

TERMS AND CONDITIONS

Last Updated: September 2020

These Service Participation Terms (the “**Terms**”) apply to the Services provided by you (the “**Service(s)**”) under Solana Foundation. (“**Solana**,” the “**Company**” or “**we**”) Service Participation Program (the “**Program**”), as described in Section 1 Program Details.

By clicking “I Accept,” you agree to these Terms. If you do not agree to these Service Terms, do not use our Solana Services or provide any Services.

If you have any questions about these Terms, please contact us at legal@solana.foundation.

1. PROGRAM DETAILS

- a) The Solana Foundation will reimburse up to \$750 (in SOL) of hardware upgrades for referrals of new validators to the network.
- b) During the registration/KYC process, the new validator provides the discord name of the validator that referred them to Solana
- c) Referred validator must also have previously completed the KYC process
- d) After the new validator has met the requirements and has been onboarded to mainnet beta, the referring validator can redeem up to \$750 in locked SOL of the cost of hardware upgrades for their validator system (verified by submission the purchase receipt of the hardware, receipts should be send to validator.referrals@solana.foundation)

2. APPLYING TO PARTICIPATE IN THE PROGRAM OR PROVIDING SERVICES DOES NOT GRANT YOU ANY RIGHTS OR ENTITLEMENTS AND SPECIFICALLY DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY PAYMENT, COMPENSATION, REWARD OR OTHER VALUE, INCLUDING SOL TOKENS.

3. REPRESENTATIONS BY THE PARTICIPANT

By providing Services to the Company, participating in the Program or otherwise signifying your intent to participate in the Program, you agree to be bound by these Terms, including that you understand that you must comply with each of the requirements providing Services. Failure to comply with such constitutes your forfeiture of any SOL Tokens or any other incentive by the Company.

Further, you represent the following:

- a) You are at least eighteen (18) years of age or the age of consent in your applicable legal jurisdiction, whichever is higher;
- b) You are not a citizen or resident of the United States;

- c) You agree not to offer, resell, pledge or otherwise dispose of any SOL Tokens, or any interests therein, prior to the expiration of one year from receipt of the SOL Tokens, then you will do so only (i) (1) in an offshore transaction meeting the requirements of Regulation S of the U.S. Securities Act (including Category 3 of Rule 903 thereof, if then still applicable); (2) pursuant to another available exemption from the registration requirements of the U.S. Securities Act, or (3) pursuant to an effective registration statement or its equivalent under the U.S. Securities Act that covers the SOL Tokens granted to you under these Terms; (ii) in accordance with all applicable securities laws of the state of the United States and other jurisdictions, and (iii) in accordance with the other terms and conditions of these Terms;
- d) You are not legally prevented from participating in the Program for any reason;
- e) You are not be a citizen or resident of any jurisdiction subject to sanctions as enforced by the Office of Foreign Assets Control, including without limitation Burma, Crimea and Sevastopol, Cote d'Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Sudan, Syria, Zimbabwe, and you must not be named by OFAC as a Specially Designated National or Blocked Person (which can be found at: <https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>);
- f) Your participation in Program will not violate the terms of any other contract or agreement to which you are contractually bound;
- g) You will not enter into any legally binding contract or agreement which will conflict with these Terms;
- h) You agree to be bound by any future unilateral modifications by the Company of these Terms without consideration,
- i) Your participation in the Program is, and will be, in no way linked to any illegal, criminal, contrary to public policy, or otherwise impermissible behavior or activity;
- j) You are of sound mind, have had all opportunity to understand these Terms or seek legal representation to advise on these Terms, have not been coerced into participating in the Program (by any person, syndicate, cartel, or entity), and voluntarily choose to participate in the Program under your own volition;
- k) You have read and understand these Terms in their entirety;
- l) You consent to the Company processing any information you submit to complete its registration efforts, to facilitate the operation of the Program, or for any other purpose related to offering you SOL Tokens or executing the Program;
- m) All information you submit to apply for the Program is true, accurate, current, and complete, and you will maintain the accuracy of such information by promptly notifying the Company of any changes to submitted information;
- n) You will not make any disparaging remarks about the Company or the Solana Network or any project, whether true or untrue, and agree that you will be responsible for any damages against the Company caused by your disparaging remarks against the Company or the Solana project;
- o) You understand that the Company makes no representations, warranties, or guarantees other than those expressly, and you agree that any other warranties, representations, or guarantees are expressly disclaimed by the Company; and

- p) You will not use any information distributed by the Company related to the Program for any purpose other than your assessment of, decision to, and participation in the Program;

4. PROGRAM MANAGEMENT

We reserve the right, but not the obligation, to:

- a) make any efforts necessary to detect violations of these Terms;
- b) take appropriate action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting you to law enforcement authorities; and
- c) otherwise manage the Program in a manner designed to protect our rights and property and to facilitate the proper execution of the Program.

- 5. PARTICIPATION IN PROGRAM OR OTHERWISE PROVIDING SERVICES DOES NOT CREATE AN EMPLOYMENT RELATIONSHIP BETWEEN YOU AND THE COMPANY OR ANY OF ITS AFFILIATES. NOTHING CONTAINED IN THESE TERMS WILL BE CONSTRUED TO CREATE BETWEEN THE COMPANY OR ITS AFFILIATES AND ANY PARTICIPANT ANY EMPLOYMENT RELATIONSHIP OR RIGHT TO PROVIDE SERVICES FOLLOWING THE CONCLUSION OF THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU ARE AN INDEPENDENT CONTRACTOR TO THE COMPANY AND ARE NOT AUTHORIZED TO ACT AS, OR REPRESENT ONESELF AS, AN OFFICER, EMPLOYEE OR AGENT OF THE COMPANY FOR ANY PURPOSE. NO PARTICIPANT HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENTS OR INCUR ANY OBLIGATIONS ON BEHALF OF THE COMPANY. NO PARTICIPANT WILL BE ELIGIBLE FOR PARTICIPATION IN THE COMPANY'S EMPLOYEE BENEFIT PROGRAMS, UNEMPLOYMENT BENEFITS, OR COMPENSATORY ARRANGEMENTS FOR SERVICE PROVIDERS BY VIRTUE OF THEIR PARTICIPATION IN THE SERVICE. EACH PARTICIPANT IS SOLELY RESPONSIBLE FOR ALL FOREIGN, FEDERAL, STATE AND LOCAL TAXES, INTEREST AND PENALTIES ASSOCIATED WITH THE PARTICIPANT'S ELIGIBILITY TO RECEIVE, RECEIPT OF AND DISPOSITION OF SOLS IN CONNECTION WITH THE SERVICE. EACH PARTICIPANT MUST PROVIDE THE APPROPRIATE FORM W-8 OR FORM W-8BEN ON OR BEFORE THE DATE ON WHICH SOLS ARE ISSUED TO YOU.

- 6. YOU ACCEPT AND ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH USING ANY CRYPTOCURRENCY NETWORK, INCLUDING, BUT NOT LIMITED TO, THE RISK OF UNKNOWN VULNERABILITIES IN OR UNANTICIPATED CHANGES TO THE NETWORK PROTOCOL. YOU ACKNOWLEDGE AND ACCEPT THE RISKS OF FUTURE CHANGES TO SOLANA PROTOCOL AND AGREE THAT SOLANA IS NOT RESPONSIBLE FOR SUCH OPERATING CHANGES AND IS NOT LIABLE FOR ANY LOSS OF VALUE YOU MAY EXPERIENCE AS A RESULT OF SUCH CHANGES IN OPERATING RULES. 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 THE PROGRAM, HOWEVER CAUSED. YOU ACKNOWLEDGE AND ACCEPT THAT THE COMPANY HAS NO CONTROL OVER ANY CRYPTOCURRENCY NETWORK AND WILL NOT BE RESPONSIBLE FOR ANY HARM OCCURRING AS A RESULT OF SUCH RISKS.**
- 7. 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 THE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, LOST OR MISSING PRIVATE KEYS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE; (III) CORRUPTED WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK.**
- 8. THE COMPANY MAKES NO WARRANTY THAT ANY SOLANA TESTNET OR SOLANA MAINNET INCLUDING WALLETS, NODES OR ANY OTHER SOFTWARE RELEASED BY SOLANA, ARE FREE OF VIRUSES OR ERRORS, WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON MATERIAL, OR INFORMATION, CONTAINED OR MADE AVAILABLE THROUGH THE PROGRAM.**

- 9. ALL PROGRAMS, APPLICATIONS, SOFTWARE, DOCUMENTATION AND OTHER MATERIALS RELATED TO SOLANA PROTOCOL ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO AND PART OF SOLANA PROTOCOL OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR APPLICATION TO OR PARTICIPATION IN THE PROGRAM.**
10. It is your sole responsibility to determine whether, and to what extent, any taxes apply as a result of your participation in the Program, including as a result of acquiring or staking SOL tokens, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. For the avoidance of doubt, the Company does not provide investment, tax, or legal advice. You should consult with a professional tax adviser regarding your specific situation.
- 11. You will indemnify and hold harmless the Company, its affiliates, and their respective officers, directors, employees and agents (together, the “Released Parties”), from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your participation in the Program.**

12. NEITHER THE RELEASED PARTIES NOR ANY OTHER PARTY INVOLVED IN THE PROGRAM WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ACTIVITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE PROGRAM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SOLANA OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

14. These Terms and any action related thereto will be governed by the laws of the state of California in the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction for all disputes will be in San Francisco, California, and you and the Company each waive any objection to such jurisdiction and venue.

15. You and we agree that any dispute arising out of or relating to the Program or these Terms, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis. Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes. All such matters shall be decided by an arbitrator and not by a court or judge.

16. The place of arbitration shall be in San Francisco, California. The language of arbitration shall be English. The arbitral award shall be final and binding upon both parties. **TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**
17. These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the Program, and the Terms supersede and replace any and all prior oral or written understandings or agreements between the Company and you. To the extent of any conflict or inconsistency between these Terms and any other documents or materials provided by the Company, these Terms prevail. If any provision of the Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of the Terms will remain in full force and effect. You may not assign or transfer the Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer the Terms, without such consent, will be null and void. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
18. The Company's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Solana. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
19. **The Company may, with or without prior notice and at any time, modify or terminate, temporarily or permanently, any part or all of the Program. Any notices or other communications provided by the Company under the Terms, including those regarding modifications to the Terms, will be posted in this document.**