



PATEX HACKATHON

TERMS AND CONDITIONS

LAST UPDATE JUNE 16, 2023

VERSION:1.1
[PREVIOUS VERSION](#)

| PREAMBLE

APPLICATION AND ACCEPTANCE

These Terms apply to and govern your participation in the Patex Hackathon organised and conducted by C-Patex. By applying for and participating in the Patex Hackathon, including by reporting the respective Vulnerability, or by clicking the button “I agree” or the respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept or agree to these Terms, you may not apply for the participation and are not allowed to participate in the Patex Hackathon. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms and enter into a binding agreement with us on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

IMPORTANT

Please read these Terms carefully as they affect your obligations and legal rights. Please note that Section 10 contains provisions governing the choice of law, dispute resolution terms and class action waiver, and Sections 6, 7, and 8 provide for the limitation of liability, your obligations to indemnify the C-Patex Parties and contain important disclaimers. Definitions of capitalised terms used herein are provided in Section 13 below.

1. INTRODUCTION

PATEX HACKATHON

The Patex Hackathon is an event that brings together developers, blockchain enthusiasts, and industry experts from around the world. It aims to foster collaboration, innovation and creativity in the realm of Layer 2 (L2) blockchain technology, specifically focusing on the Patex Network. Participants are invited to showcase their skills, work on real-world challenges, groundbreaking ideas and solutions, and push the boundaries of what is possible in the decentralised finance (DeFi) and blockchain space. The Patex Hackathon focuses specifically on the decentralised applications (dApps) built on the Patex Network. These solutions are designed to enhance scalability, improve transaction speed, and reduce costs on the Ethereum through Layer 2 (L2) network.

OBJECTIVES

We strive to follow and achieve the following objectives:

- a. **Encourage Innovation.** The Patex Hackathon promotes out-of-the-box thinking and encourages Participants to develop innovative solutions that can revolutionise the blockchain industry, particularly in the context of Layer 2 scalability on the Patex Network.
- b. **Enhance Patex Ecosystem (L2).** By fostering the development of decentralised applications (dApps) on the Patex Network, the Patex Hackathon aims to contribute to the growth and maturation of the Patex ecosystem, enabling wider adoption of blockchain technology.
- c. **Practical Application.** The Patex Hackathon encourages participants to work on real-world use cases and challenges faced by the blockchain industry, ensuring that the Contest Projects have practical implications and can address existing pain points.

- d. **Activities and Challenges.** We present the Participants with specific challenges or problem statements related to Layer 2 scalability, decentralised applications (dApps), interoperability, user experience, security, or any other relevant topic. We encourage the Participants to think creatively and devise novel solutions that can address these challenges effectively.

2. ELIGIBILITY

ELIGIBILITY REQUIREMENTS

To be eligible to apply for and participate in the Patex Hackathon, you must:

- a. if you wish to submit the Contest Project, deploy your Contest Project on the Patex Network testnet, meaning that the Contest Project is launched and running;
- b. if you wish to submit the Contest Project, distribute the Contest Project Materials through the OpenZeppelin solutions;
- c. be able to form a legally binding agreement with us on the terms herein set forth;
- d. neither be a Prohibited Person nor participate in the Patex Hackathon for the benefit of a Prohibited Person;
- e. if an individual, be at least eighteen (18) years of age, or of such higher age required to enter into a binding agreement with us on the terms set out herein according to the laws of the jurisdiction where you reside;
- f. if an individual who is acting for or on behalf of an entity, (i) be duly authorised by such entity to act on its behalf for the purpose of entering into these Terms, (ii) represent and warrant that the entity is duly registered and validly existing under the laws of the jurisdiction where it is established; and
- g. comply with these Terms.

FAILURE TO COMPLY WITH THE ELIGIBILITY REQUIREMENTS

If you determine that you do not meet and conform to any of the aforementioned eligibility requirements, you shall not be allowed nor permitted to participate in the Patex Hackathon and we may immediately terminate your participation in the Patex Hackathon.

3. PATEX HACKATHON AND CONTEST PROJECTS

APPLICATION

To participate in the Patex Hackathon you need to submit the respective application and follow the instructions provided therein or otherwise made available to you. You will be required to provide certain data about yourself, which is processed in accordance with the Patex Hackathon Privacy Notice. Your rights to participate in the Patex Hackathon shall be personal and non-transferable, and shall always be subject to the terms and conditions set forth herein.

OUR RIGHTS

We reserve the right at any time, acting at our sole and absolute discretion, to (i) limit the number of Participants and/or Contest Projects that can be presented by one Participant; (ii) establish and introduce certain Assessment Criteria and other requirements; or (iii) otherwise change the requirements and/or parameters of the Patex Hackathon, including the Rewards, at any time and without any liability whatsoever.

APPLICATION PERIOD

The time period during which you will be able to apply for the participation in the Patex Hackathon will be limited and determined by us (the “Application Period”). If you fail to submit the respective application within the Application Period, you will not be able to participate in the Patex Hackathon, you will not be eligible to receive the Rewards, and your Contest Project, if any, will be rejected, however you will still be able to deploy your decentralised application on the Patex Network.

ASSESSMENT CRITERIA

The Contest Projects shall be made available to us by providing us with access to the respective repository. C-Patex will assess the Contest Projects based on the following Assessment Criteria: (i) Contest Project performance; (ii) quality of source code; (iii) technical implementation; (iv) Contest Project UX/UI design; (v) go-to-market strategy; (vi) scalability; (vii) impact on the Patex ecosystem; and (viii) other applicable criteria to be determined by C-Patex at its sole discretion. C-Patex will assess Vulnerabilities based on (i) risk level, (ii) complexity, (iii) report quality, and (iv) other applicable criteria to be determined by C-Patex at its sole discretion. The Vulnerabilities are reviewed on a “first come first served” basis. The determination of whether a Participant, Contest Project, and/or Vulnerability has met and been in compliance with the Assessment Criteria, and whether to accept or reject any such Participant, Contest Project, and/or Vulnerability, shall be made by us at our sole and absolute discretion. Any such determination shall be final, with or without notice to you, and cannot be disputed by you. Your participation in the Patex Hackathon as well as the respective Contest Project and/or Vulnerability may be rejected at any time with or without reason, and without notice and any liability whatsoever.

WINNER SELECTION

Among all Participants, we, acting at our sole and absolute discretion, will select ten (10) winners (the “Winners”). Any decision with respect to the Winners’ selection will be made at our sole and absolute discretion, shall be final and cannot be disputed by you. We will select Winners after the expiry of the Application Period within the term established by us, as the case may be. Winners will be notified following the date of Winners’ selection via email or through other means that we reasonably consider appropriate for these purposes, including, inter alia, by publishing the Winners in the Patex Hackathon Channels. We shall not be responsible for or held liable in connection with the Winner’s failure to provide correct contact or Wallet details or receive the respective notification due to loss of access, spam, junk email or other security settings. If a Winner cannot be contacted, is ineligible or fails to reach us, the respective Reward due to the Winner will be forfeited and we may (but are not obligated to) select an alternate Winner.

VIOLATION

If you have, or we determine or suspect that you have, while participating in the Patex Hackathon, violated these Terms, we may immediately terminate or suspend your participation in the Patex Hackathon, as well as to refuse to pay the respective Rewards due to you and retain such amounts as a part of our fair compensation for your violation, in which case all our obligations on the allotment and payment of such Rewards shall immediately cease and be of no further effect.

TERMINATION AND SUSPENSION

We reserve the right to terminate or suspend the Patex Hackathon as well as these Terms at any time at our sole discretion, including due to Force Majeure Circumstances.

4. REWARDS AND PAYMENT TERMS

REWARDS

Subject to the terms and conditions set forth herein, in consideration for the participation in the Patex Hackathon and compliance with these Terms, the Winners may be entitled to receive the following Rewards:

- a. USDT 7,000 — as a Reward for the best Contest Project;
- b. USDT 3,000 — as a Reward for the second best Contest Project;
- c. USDT 2,000 — as a Reward for the third best Contest Project;
- d. USDT 2,000 — as a Reward for the fourth best Contest Project; and
- e. USDT 1,000 - as a reward for the fifth, sixth, seventh, eighth, ninth, and tenth place best Contest Project or Vulnerability Discovery. Participants determined by us.

Any Rewards shall be personal and non-transferable before you have received them as prescribed herein. If the respective Contest Project is created and developed and/or if the respective Vulnerability was identified and reported by you jointly with others, you hereby acknowledge and agree that it is your sole responsibility to allocate the Reward among any persons involved or engaged in the aforementioned activities as you deem appropriate. In no event shall we be responsible or liable for the payment of any additional consideration, remuneration, or fees, other than the respective amount of the Reward due to the Winners.

ACKNOWLEDGEMENT

You hereby acknowledge and agree that:

- a. not every Participant will be entitled to receive the Reward;
- b. the precondition for the payment and delivery of the respective Reward to you is (i) applying for participation in the Patex Hackathon during the applicable Application Period, (ii) compliance with the Assessment Criteria, and (iii) our determination of you as a Winner; and
- c. if you are not selected as a Winner, we will be under no obligation to pay and deliver any Reward to you.

FORM OF REWARD

All Rewards due to the Winners will be paid in the form of USDT or other stablecoin determined by us at our sole discretion, such as USDC.

TRANSFER OF REWARD

All Rewards will be transferred to the Wallet notified by you in your application. We will pay, or cause a third person to pay, the Reward due to you following the Winners' selection. All Rewards due hereunder shall be considered to have been paid and transferred when the relevant transaction was processed by the respective blockchain network. You shall not be allowed or permitted to, and shall not claim, withdraw, receive, transfer, promise, lend, encumber, pledge, hypothecate, sell, or otherwise dispose of the Rewards (or a portion thereof) before you received the respective Rewards.

WALLET

You hereby confirm and acknowledge that the Wallet notified by you in

your application belongs to you, and that you exercise effective control over such Wallet, and that all virtual assets transferred to the Wallet, including the Rewards, if any, shall be deemed to be transferred to you. You shall be solely responsible for implementing reasonable measures for securing your Wallet. In no event shall we be held liable or responsible in case you lose access to your designated Wallet, or if such Wallet is compromised, or should any virtual assets transferred to the designated Wallet be stolen or lost. The Wallet for receiving the Rewards may be changed only upon our prior consent.

TAXES

You are solely responsible for determining what, if any, Taxes apply to you in connection with the transactions contemplated hereunder, including any receipt, storage, sale, or transfer of the Reward. It is also your responsibility to withhold, collect, report, and remit all applicable Taxes to the appropriate tax authorities, and we are not responsible for withholding, collecting, reporting, or remitting any such Taxes. In no event shall we bear any liability or responsibility with respect to any tax consequences to you associated with or arising from any transactions contemplated hereunder.

5. WARRANTIES AND REPRESENTATIONS

By entering into these Terms, you expressly represent and warrant to us that:

- a. you have read and understand these Terms, including all documents and items incorporated herein by reference;
- b. you have the necessary authority to accept these Terms, enter into a binding agreement with us, and perform the obligations set out herein;

- c. the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under: (i) any provision of any judgement, decree or order imposed on you by any court, governmental or regulatory authority; and/or (ii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
- d. if you are acting for or on behalf of an entity, (i) such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business, (ii) such entity shall be responsible for a breach of these Terms by you or any other employee or agent of such entity, unless you or any other employee or agent of such entity are responsible under the applicable law, and (iii) the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under any provision of your statutory or organisational documents;
- e. your entering into these Terms and/or participation in the Patex Hackathon is in full compliance with all applicable laws;
- f. the Contest Project and/or Contest Project Materials do not violate any applicable laws, legal judgments, and/or third-party rights, including intellectual property rights;
- g. you are not a Prohibited Person nor participate in the Patex Hackathon for the benefit of a Prohibited Person;
- h. you will comply with any applicable tax obligations in your jurisdiction arising from your participation in the Patex Hackathon and any receipt, storage, sale, transfer or otherwise dispose of the Rewards;
- i. you understand that your participation in the Patex Hackathon may not meet your expectations, fit for a particular purpose or be beneficial, profitable or suitable for you, and it is always up to you to decide whether to participate in the Patex Hackathon or not;
- j. your use of reliance on the Patex Hackathon Materials shall be at your own risk and discretion, and that nothing contained herein or otherwise communicated by us or on our behalf shall be deemed a guarantee or promise that such Patex Hackathon Materials are true or correct in all respects, or that you will receive any profit or benefit, or that your participation in the Patex Hackathon, continued development of the Contest Project, or carrying out any activities associated therewith will be beneficial or suitable for you; and

- k. all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your participation in the Patex Hackathon.

6. IMPORTANT DISCLAIMERS

NO ADVICE

Nothing contained herein, in the Patex Hackathon Materials or otherwise communicated by us or on our behalf is intended as, or should be considered to be, or construed as business, legal, financial, investment, trading, or any other sort of advice. Before making the decision to participate in the Patex Hackathon or reliance on the Patex Hackathon Materials, we encourage you to conduct your own due diligence and consult your legal, financial, tax, or other professional advisors regarding any such Patex Hackathon Materials.

NO PARTNERSHIP OR AGENCY

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, association, joint venture, or other co-operative entity between you and us. Nothing in these Terms and no action taken by you or us pursuant to these Terms shall constitute, or be deemed to constitute, you as our agent for any purpose, and vice versa. Neither you nor we have the authority or power to bind or contract in the name of each other.

NO SOLICITATION

Nothing contained herein or otherwise communicated by us or on our behalf constitutes a recommendation or solicitation to use or interact with the Contest Projects, and you hereby acknowledge and agree that any use or interaction with the Contest Projects shall always be at your own discretion.

CONTEST PROJECTS

We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Contest Projects. Nothing contained herein or otherwise communicated by us or on our behalf, including the fact that any Contest Project is determined by us as the best solution or included in the top 10 (ten) Contest Projects, shall be construed as our endorsement, recommendation, or solicitation to use any Contest Projects. We make no warranties or representations of any kind, express or implied, with regard to any Contest Project, including that a Contest Project may be profitable to you. You must do your own due diligence on the respective Contest Project before using or otherwise interacting with it, continuing its development, operation, or carrying out any other business activities associated therewith.

PATEX HACKATHON MATERIALS

Any use of and reliance on the Patex Hackathon Materials is always at your own risk, and that nothing contained herein or otherwise communicated to you shall be deemed a guarantee or promise that the Patex Hackathon Materials are true or correct in all respects, or that you will receive any profit or benefit, or that participation in the Patex Hackathon or continuing the development and operation of the respective Contest Project and carrying out any business activities associated therewith will be beneficial or suitable for you.

NO WARRANTY

Your participation in the Patex Hackathon will always be at your own discretion and you are solely responsible for determining whether to participate in the Patex Hackathon. There is no warranty of any kind,

express or implied, with respect to the Patex Hackathon, all of which are expressly disclaimed and denied, including, but not limited to, any warranty and/or representation that: (i) the participation in the Patex Hackathon will meet your expectations, fit for a particular purpose, or be beneficial, profitable or suitable to you; or (ii) any Patex Hackathon Materials will be accurate, reliable, complete, true, or correct in all respects.

AVAILABILITY

The Patex Hackathon may be inaccessible, suspended, or terminated for any reason, with or without notice and any liability whatsoever including, for example, in a case of any equipment malfunctions, maintenance procedures or repairs, electronic or human error in the administration of the Patex Hackathon or the processing of applications, Force Majeure Circumstances, disruptions, sophisticated hacker or malware attacks, etc.

7. LIMITATION OF LIABILITY

LIMITATION OF LIABILITY

To the maximum extent permitted under the applicable law, in no event shall: (i) the C-Patex Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with these Terms or their violation and/or your participation in the Patex Hackathon, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory; (ii) our and Affiliates' officers, directors, employees, contractors, consultants, and shareholders be held personally liable in connection with these Terms or their violation and/or your participation in

the Patex Hackathon, provided that this item “ii” shall not limit our liability as an entity; (iii) the C-Patex Parties be liable or responsible for or in connection with any loss or damage caused by or arising from the Force Majeure Circumstances; and (iv) the aggregate liability of the C-Patex Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation and the Patex Hackathon exceed USDT 100 (one hundred Tether).

EXCEPTIONS

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted under the applicable law. This Section 7 does not limit liability arising from fraud, intentional misconduct, or gross negligence.

8. INDEMNIFICATION

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the C-Patex Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations and/or warranties, (ii) your participation in the Patex Hackathon and submission of the Contest Projects, and (iii) exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 8. The indemnity set out in this Section 8 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

9. PROPRIETARY RIGHTS

OWNERSHIP

Nothing contained herein shall be construed as your assignment of title, interest and/or rights, including intellectual property rights, in or to the Contest Project Materials. However, any of your contributions with respect to any Vulnerability shall be vested to C-Patex in full upon your submission of the respective contribution.

LICENCE

Subject to the following paragraph, you hereby grant C-Patex a temporary, non-exclusive, royalty-free, non-transferable, irrevocable, worldwide licence (with the right to sublicense) to use your Contest Project Materials for the purpose of your participation in the Patex Hackathon and assessment of the respective Contest Project Materials made available to us by you, and only for the term reasonably necessary for such purpose.

FOSS LICENCES

If certain Contest Project Materials are distributed under a FOSS Licence, you shall ensure that the applicable FOSS Licences allow us to use the respective Contest Project Materials for the purpose of your participation in the Patex Hackathon and assessment of the respective Contest Project Materials made available to us by you. You shall provide the applicable FOSS Licences upon our request.

PUBLICITY

Unless prohibited by the applicable law and if you are selected as a Winner, by participating in the Patex Hackathon, you hereby authorise us to use

your and/or your Contest Project's name, likeness, Contest Project Materials, business names, logotypes, and any other information and materials provided by you in connection with your participation in the Patex Hackathon for purposes of marketing and advertising of the Patex Hackathon, Patex Network, or Patex ecosystem without any compensation. It is expressly understood that nothing contained herein grants us any interest or right in and to your business names, logotypes and/or trademarks other than those expressly specified herein.

FEEDBACK

By providing comments, suggestions, recommendations or other feedback in relation to the Patex Hackathon and/or Patex Network, you grant us a non-exclusive, irrevocable, royalty-free, perpetual, fully paid up, worldwide licence (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, commercialise, create derivative works from your comments, suggestions, recommendations or other feedback, and the right to assign these rights to third parties in whole or in part. We may use, reproduce, disclose, make publicly available and otherwise exploit any of your comments, suggestions, recommendations or other feedback provided in connection with or relating to the Patex Hackathon and/or Patex Network at our sole discretion, without restrictions or any obligations to you.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

APPLICABLE LAW

These Terms, as well as any and all relationship between you and us relating to the Patex Hackathon or any transaction contemplated hereunder shall be governed by and construed and enforced in accordance

with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

INFORMAL DISPUTE RESOLUTION

For any Dispute that you have against us or relating in any way to these Terms, the Patex Hackathon and/or transactions contemplated hereunder, you shall first contact us and attempt to resolve the Dispute informally by sending a Notice to us by email at legal@c-patex.com. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

BINDING ARBITRATION

Any Disputes arising out of or in connection with these Terms, the Patex Hackathon and any transactions contemplated hereunder, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. Any and all notices, requests, demands, and other communications which are required or may be given in

connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone). You will not and hereby waive your rights to object to the arbitration prescribed herein.

CONFIDENTIALITY

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

WAIVER OF COURT PROCEEDINGS AND JURY TRIAL

Except for any Disputes in which either you or we seek injunctive or other equitable relief for the alleged unlawful use of any intellectual property, you and we hereby waive your and our respective rights (i) to have any Dispute arising from or related to these Terms, the Patex Hackathon, or any matters contemplated herein resolved in a court, and (ii) to a jury trial.

NO CLASS ARBITRATIONS

Any Dispute arising out of or related to these Terms and/or the Patex Hackathon is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class

action, or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

STATUTES OF LIMITATION

To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms and/or the Patex Hackathon shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

11. COMMUNICATION

GENERAL

You agree and consent to receive electronically all Communications provided in connection with these Terms and the Patex Hackathon We may provide Communications to you by posting them via the Patex Hackathon Channels or through other electronic means that we reasonably consider appropriate for these purposes, provided further that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. If you provide us with your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

CONTACT DETAILS

You may electronically communicate with us by sending Communications to the following email address info@c-patex.com. We may require you to provide additional data or documents that will allow us to identify you.

12. MISCELLANEOUS

NO WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

ENTIRE AGREEMENT

These Terms, together with any documents incorporated herein by reference, constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. You hereby agree and acknowledge that when entering into these Terms, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in these Terms. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

SURVIVAL

Sections 6-13 shall survive any expiration or termination of these Terms and/or the Patex Hackathon, regardless of reason.

LANGUAGE

Currently, only the English version of any Communications is considered official. The English version shall prevail in case of differences in translation of any Patex Hackathon Materials, Communications, or other content.

ASSIGNABILITY

You shall not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder at any time and no such transfer or assignment shall require your additional consent or approval.

SEVERABILITY

If any term, clause or provision of these Terms is held unlawful, void, or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

MODIFICATION

You acknowledge and agree that we may modify, supplement or update these Terms from time to time at our sole and absolute discretion, and without your consent. If we make changes to these Terms, we will update the "Last Updated" date at the top of these Terms. Unless otherwise

specified by us, updated Terms shall become effective immediately, and your continued participation in the Patex Hackathon confirms the acceptance of such updated Terms. If you do not agree to the amended Terms, you must immediately discontinue your participation in the Patex Hackathon. It is expressly acknowledged that it is your sole obligation to review these Terms in order to stay informed about the content, terms, and conditions outlined herein, and the choices available to you.

13. DEFINITIONS

In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

- **“Application Period”** has the meaning provided in Section 3 of these Terms.
- **“Assessment Criteria”** means certain criteria and requirements applicable to the Contest Projects which the Contest Projects shall meet and be in compliance with. Assessment Criteria are established by us at our sole discretion.
- **“Affiliate”** means a person controlling, controlled by, or under the same control as C-Patex.
- **“Communications”** means any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated hereunder.
- **“Contest Project”** means a certain decentralised application (dApp) submitted to the Patex Hackathon by the respective Participant.
- **“Contest Project Materials”** means code, data, information, content, design, documentation, audio-, video-, photo- materials, and other materials related to the Contest Project.
- **“C-Patex”, “we”, “us”, “our”** means CPEX DLT Inc., a BVI business company, having registered address at Intershore Chambers, PO Box 4342, Road Town, Tortola, VG1110, British Virgin Islands.

- **“C-Patex Parties”** means C-Patex, Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, successors, and assignees.
- **“Dispute”** means any dispute, controversy, claim, suit, action, cause of action, demand, or proceeding.
- **“Force Majeure Circumstances”** includes, without limitation, (i) fire, flood, hostility, pandemic, act of God, explosion, strike; (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions, interventions, and operations; (iii) epidemic, pandemic, insurrection, labour dispute, accident; (iv) sanctions, government actions, embargoes; (v) injunctions, cease and desist orders, restraining or similar orders of, or prohibitions established by a court, governmental or other authorities; (vi) system interference and/or destruction by any malicious programs; (vii) power failure, equipment or software malfunction or error; and (viii) other circumstances beyond our control interfering the performance hereof.
- **“FOSS Licence”** means a free and open-source software licence that allows for editing, modifying, or reusing software’s source code.
- **“LCIA”** means the London Court of International Arbitration.
- **“Notice”** means a written notice of your claim to any of the C-Patex Parties.
- **“Patex Hackathon”** means an online multi-day event within the Patex ecosystem, where the Participants are able to present their Contest Projects and receive the respective Rewards subject to and on the terms herein set forth.
- **“Patex Hackathon Channel”** means the Patex Hackathon web page available at <https://patex.io/hackathon> and our [Telegram group](#) dedicated to the Patex Hackathon.
- **“Patex Hackathon Materials”** means any feedbacks, statements, materials or other information communicated by us or on our behalf in connection with your participation in the Patex Hackathon, Patex Network and/or with respect to your Contest Projects and/or Contest Project Materials.
- **“Patex Network”** means a Layer 2 Ethereum blockchain network named “Patex Network”, which is a fork of Optimism.
- **“Participant”** means a person who has applied for participation in the Patex Hackathon.

- **“Prohibited Jurisdiction”** means any of the following jurisdictions and territories: British Virgin Islands, Democratic People’s Republic of Korea, Islamic Republic of Iran, Syrian Arab Republic, Myanmar, Republic of Cuba, Sevastopol and the Crimea Region of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, and any jurisdiction or territory which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority.
- **“Prohibited Person”** means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government, or international authority, including the EU, OFAC, United Nations Security Council, but not limited to the above.
- **“Reward”** means certain remuneration that the Participants may receive for their Contest Projects.
- **“Taxes”** means any income, earnings, capital gains, sales, use, value-added, or similar tax, arising in connection with your participation in the Patex Hackathon and any transactions contemplated hereunder.
- **“Terms”** means these Patex Hackathon Terms and Conditions, together with all agreements and documents incorporated herein by reference, as may be amended from time to time.
- **“USDT”** shall mean USD Tether, a digital cryptographic token issued by Tether Limited, Tether International Limited or their affiliate.
- **“USDC”** shall mean USD Coin, a digital cryptographic token issued by Circle Internet Financial, Inc. or its affiliate.
- **“Wallet”** shall mean a digital cryptographic wallet which is essentially a pair of public and private cryptographic keys that can be used to receive, hold, manage, and dispose of the virtual assets implemented on a blockchain network.
- **“Winners”** has the meaning provided in Section 3 of these Terms.
- **“you”, “your”** means the person who accepts these Terms, as described in the preamble of these Terms; if you are acting on behalf of an entity, “your”, “you” shall refer to both you as an individual participating in the Patex Hackathon, and the entity on whose behalf you are acting.