



PTRN Token Terms of Use

These Terms of Use (“**The Terms**”) shall apply to and shall govern the relations between **DATACAP Ltd.**, a company registered in accordance with the Bulgarian law, with UIC 207172136, having its seat and management address in Bulgaria, Sofia, 1606, 71 Vladaiska str. (the “**Company**”, “**Us**”, “**We**”, “**The Issuer**”) and any and all potential users of the PTRN tokens (“**You**”, “**Users**”), received in turn of Pathearn points (“**Token**”) when using the Pathearn platform of our partners at <https://pathearn.ai/> (“**Pathearn**”). The Token is designed as a natural utility token when used within the ecosystem of the Project and when Users are using the Services, as defined hereunder. It is planned as utility token that derives value from location data and provides multiple scenarios for value exchange in a rich ecosystem.

DEFINITIONS

The following terms shall have the definitions as provided herein, unless explicitly stated otherwise:

1. “**Project**” – shall refer to the blockchain and Artificial Intelligence based solutions, designed to allow users to access and take advantage of various products, developed by the Company and the Company affiliates.
2. The “**Website**” – shall refer to the website of the Project, available at <https://ptrn.ai/>
3. “**WhitePaper**” – shall refer to the White Paper of the Project, available at the Website here - https://ptrn.ai/docs/PTRN_White_Paper_v2_06.pdf

1. GENERAL PROVISIONS

1.1 The Company and its affiliates are in the process of development of the Project, which is intended to offer THE FASTEST GROWING DATA COLLECTION UTILITY TOKEN. The Token is part of a unique AI-powered decentralized network, aiming to make data accessible, affordable and transparent. We believe data should be open, ensuring that it can be accessed without restriction or paywalls, yet in full compliance with all legal requirements. The team behind the project has used and will use their collective wisdom and more than 10 years of crypto expertise to provide you with access to this opportunity.

1.2. The Project is in constant development. However, the successful execution and evolution of the Project is left dependent on a plethora of circumstances, which are



outside of the reasonable control of the Company, such as user interest, gathering of sufficient funds, market factors, etc.

1.3. The Company and its affiliates are in a process of development of a blockchain based utility Token, which constitutes an inseparable part of the Company's Project and will be used to provide services, as well as to fulfill any and all other functionalities implemented within it, extensively and explicitly specified within the WhitePaper.

1.4. The User understands, accepts and agrees that while the individuals and entities, including but not limited to the Company, assigned to this task will make reasonable efforts to expand operations and develop the Project, it is possible that such development may fail and your Tokens may become useless and/or absolutely lose their value due to technical, commercial, regulatory or any other reasons.

1.5. The User is also aware of the risk that even if all or parts of the Project are successfully developed and released, either partially or in full, due to a lack of public interest, the Project could be fully or partially abandoned, remain unsuccessful according to any measure, or shut down for lack of interest or other reasons.

1.6. The User therefore understands and accepts that User's ownership of Token/s, carries significant financial, regulatory and/or reputational risks (including the complete loss of value, if any, of Token and attributed features). The User further confirms to have carefully reviewed the Terms and fully understands the risks and costs of receiving Tokens.

2. Ownership and Delivery of the Tokens

2.1. Subject to the successful receipt of points from Pathearn and their conversion into Tokens the legal and beneficial ownership of the agreed upon amount of Tokens shall pass from the Company to you.

2.2. The amount of Tokens you have received will be allocated, transferred and delivered to you provided that you have a valid Wallet address.

2.3. The risk of loss, any regulatory or security risks, the risk of absence of possibility to use the Tokens and/or any other risks as described below in these Terms shall pass from the Company to You with the allocation of the received Tokens from the Company to You

3. Purpose and Use of the Tokens

3.1. The Token can be used to facilitate the provision and receipt of certain services ("Services") - the sale and purchase of data in the ecosystem of Pathearn, as described in the WhitePaper.



The purpose of the Tokens is to be used to facilitate the provision of certain services within the Project.

While it is the Company's vision to develop the Project as described in the WhitePaper, they may opt to develop components of the Project in a manner that varies from its current vision as The Company deems and believes is necessary or desirable in light of business, technical or other considerations;

3.2. Use of the Tokens shall be at your sole discretion only. The Company shall not be liable if you use the Tokens in any illegal or inappropriate manner.

4. Representation and Warranties of the User

4.1. By receiving and using Tokens, the User warrants and represents that:

4.1.1. The User is not a citizen or resident of a country, whose legislation conflicts with the present receipt of Tokens and/or the Project in general;

4.1.2. The User has full authority to enter into these Terms and to receive the Tokens. The User is of the sufficient and required by law age to legally obtain Tokens;

4.1.3. By commencing and entering into these Terms with the Company, the User is acting entirely on its/ hers/ his own behalf.

4.2. The User has deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, crypto currencies, cryptocurrency wallets or other related token storage mechanisms, blockchain technology, smart contract technology and blockchain-based software systems.

4.3. The User is legally permitted to receive and hold and make use of Tokens in User's jurisdiction.

4.4. The User will take sole responsibility for any restrictions and risks associated with the receiving and holding of Tokens; the User is not obtaining Tokens to be used for any illegal purposes; the User is not using the Project and/ or the Tokens for money laundering and/ or terrorist financing.

4.5. The User understands and accepts that the ownership, receipt, or possession of the Tokens carries no rights, express or implied, other than the right to use the Tokens as a means to enable usage of and interaction with Services enabled and provided by the Platform. The purpose of the Tokens is to be used to facilitate the provision of certain services within the Project.

4.6. The User acknowledges and agrees that there are risks associated with receiving Tokens, owning Tokens, and using Tokens for the provision or receipt of Services on the Platform.



BY RECEIVING TOKENS, THE USER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS AND SHALL BEAR SUCH RISKS ALL ALONE. Such risks may be but are not limited to:

4.6.1. Risk of Losing Access to Tokens Due to Loss of Private Key;

4.6.2. Risks Associated with the Blockchain;

4.6.3. Risk of Hacking and Security Weaknesses;

4.6.4. Risks Associated with Uncertain Regulations, Change in the Regulations and/or Legal Treatment of Crypto Assets in general or Token in particular, and/or any related Enforcement Actions;

4.6.5. Risks Arising from Taxation;

4.6.6. Risks Associated with the Development and Maintenance of the Platform;

4.6.7. Technology Risks;

4.6.8. Risk of absence of possibility to use the Tokens;

4.6.9. Risk of theft;

4.6.10. Other unanticipated Risks.

4.7. Risk where hackers or other malicious groups or organizations may attempt to interfere which may have the result of complete loss of User's Tokens or other available assets. The User agrees and understands such risk, the possible negative consequences that may arise for the User accordingly and warrants and represents that the User shall bear such risk all alone. The Company shall not be liable at any time or for any purpose accordingly.

4.8. The User shall be solely responsible for implementing reasonable measures for securing the Tokens once they have been delivered to the User.

4.9. The distribution of the Token is smart contract based - the terms and conditions applicable thereon are set forth herein and in the Smart Contract System Code. Accordingly, the User hereby warrants and represents that the User has sufficient knowledge about the smart contracts system and the blockchain protocol and acknowledges and agrees such distribution process and applicable terms.

4.10. All of the above representations and warranties are true, complete, accurate and not misleading.



5. The Company's representations

5.1. The Company warrants and represents that:

The Company is a Bulgarian entity, duly incorporated, validly existing and in good standing under the existing and acting laws of the Republic of Bulgaria, and has the power and authority to carry on its business. The performance by the Company of these Terms is within the power of the Company. These Terms constitute a legal, valid and binding obligation of the Company.

To the knowledge of the Company, it is not in violation of

- (i) its current certificate of incorporation or by-laws,
- (ii) any material statute, rule or regulation applicable to the Company or
- (iii) any material contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

6. Taxation

The User bears the sole responsibility to determine if ownership and use of Tokens, the potential appreciation or depreciation in the value of Tokens over time (if any), and/or any other action or transaction related to the Project have tax implications for the User. In particular, it is User's sole responsibility to determine whether, and to what extent, any taxes apply to any transactions associated with User's receipt or use of the Token, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

By holding or using Tokens, and to the extent permitted by law, the User agrees not to hold any third party liable for any tax liability associated with or arising from the ownership or use of Tokens or any other action or transaction related to the Project.

7. Personal Data Usage

All personal data shall be processed lawfully, fairly and in a transparent manner, in full compliance with the General Data Protection Regulation. Where legally required the Company shall notify the User what data processing shall occur and will ensure that the Users are provided with privacy information concerning the processing of



their personal data. Our [Privacy notice](#) provides all the necessary information as required by the applicable law (either on an EU or on a national level).

8. Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY THE COMPANY,

(A) THE TOKENS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PARTICULAR LEGAL TREATMENT, TITLE AND NON-INFRINGEMENT,

(B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND

(C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PROVIDED TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE BUYER ACCEPTS, AGREES TO AND ACKNOWLEDGES THE SAME

9. Limitations of Liability

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WARRANTIES AND REPRESENTATIONS OF THE OWNER, THE TOKENS, THE PLATFORM, THE COMPANY SERVICES, OR THESE TERMS (HOWEVER ARISING, INCLUDING NEGLIGENCE).

10. Indemnification

User agrees to indemnify and hold the Company, its affiliates and Service Providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives, free from any claim or demand (including attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to

- (i) User’s breach of these Terms,
- (ii) User’s use of the Tokens
- (iii) User’s use of Platform and/or the Marketplace and/or the Company’s services, or
- (iv) User’s violation of any law, rule or regulation, or the rights of any third party.



11. Miscellaneous

11.1. No other document or communication may modify or add any additional obligations or covenants to the Company beyond those set forth in this document.

11.2. The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

11.3. If we decide to modify these Terms, we will post the modification on our Website and update the date of last update at the bottom of these Terms and provide you with notice of the modification on our Website. Any change to these Terms will be effective as of the date of last update. By continuing to use Tokens after such date, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you then you have to cease using the Tokens.

11.4. The User and the Company both hereby declare and agree that the relevant court in Sofia, Bulgaria, shall have sole jurisdiction, with respect to any dispute, which has arisen or may have arisen in connection with the present Terms. The User and the Company also declare and agree that the current Terms shall be governed and construed in accordance with the Bulgarian laws, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.