

# TERMS OF USE OF GOLEM BASE

## Preamble

Hereby Terms of Use ('**Terms**') govern access to and use of the Golem Base platform ('**Project**') in its current experimental environment, including both Devnet and Testnet (collectively the '**Test Environment**').

The Project is developed and operated by Golem Factory GmbH ('**Golem Base**'), a company incorporated under the laws of Switzerland, with its registered office in Gartenstrasse 5, 6300 Zug Switzerland.

Golem Base is a Layer 2 blockchain solution deployed on Ethereum, acting as a gateway to multiple Layer 3 DataBase Chains ('**DB-Chains**'). The idea behind the Project is open, permissionless, and serverless infrastructure enabling cost-effective data interaction in the Web3 ecosystem.

The current version of Golem Base product, made available under these Terms, serves solely as a sandbox for experimentation, prototyping, and early developer engagement. The tokens and coins issued and used within the Test Environment, carry no monetary value, do not represent any asset or security, and are intended exclusively for demonstration and testing purposes. The Project is permissionless except permissions which are restricted for Golem Base including but not limited to: modification of network parameters, updating essential smart contracts etc.

The Golem Base product in Test Environment is intentionally volatile and may undergo frequent resets or updates. All data, tokens, and network may be modified, deleted, or lost at any time without prior notice. The Testnet, while more stable than Devnet, is also a non-final version of the product and is designed to simulate eventual Mainnet behavior solely for testing purposes, using non-transferable test tokens.

By accessing or using Golem Base product in the Test Environment, you acknowledge that this is a pre-release, experimental network, and you agree to assume all risks related to its instability, loss of data or tokens, and incomplete or changing features.

## Section 1

### Scope of Functionalities Available to Users

1. Golem Base provides Users with access to a range of functionalities across its Layer 2 blockchain infrastructure ('**L2**') and associated Layer 3 DB-Chains ('**L3**'), intended for experimental use in a Test Environment.
2. Within Golem Base L2, Users may:
  - a) bridge-in operations from Ethereum Layer 1 testnets (e.g., Holesky, Sepolia);
  - b) bridge-out operations to Ethereum Layer 1 testnets;

- c) bridge into Layer 3 DB-Chains, which form an integral part of the Golem Base ecosystem;
  - d) exchange test tokens (e.g., test GLMs for test ETH) using L2-based liquidity pools;
  - e) interact with any smart contracts deployed on the Golem Base L2 network;
  - f) deploy their own smart-contracts on the Golem Base L2 network.
3. Within Golem Base L3, Users are permitted to interact with data exclusively (deployment of smart contracts on L3 is not supported). DB-Chains function as blockchain-based databases supporting the following operations:
- a) bridge-in from Golem Base L2;
  - b) bridge-out to Golem Base L2;
  - c) create, modify, or delete data originally created by the User (subject to payment of applicable test-token fees);
  - d) read publicly stored data (by default, such data is not encrypted and may be accessed by any network participant, unless explicitly encrypted by the User).
4. Users may perform CRUD (Create, Read, Update, Delete) operations on content or data they have contributed. Although data may be modified or deleted, the historical record of such changes will remain on-chain for a undefined period and may be publicly viewable.
5. Users may upload and store digital content such as comments, images, or other forms of data on DB-Chains. The platform does not restrict the type or format of such content, provided it complies with applicable legal and ethical standards.

## **Section 2**

### **Smart Contracts Governance and Maintenance**

1. Smart contracts deployed within the Golem Base L2 network are, at the current stage of the Project, developed, maintained, and subject to internal review and auditing by Golem Base.
2. While the long-term vision of Golem Base includes transitioning to a decentralized model of governance and maintenance - potentially involving the broader community or a decentralized autonomous organization (DAO) - no definitive framework, process, or timeline has been formally adopted for this transition.
3. Until decentralization is effectively implemented, all material upgrades, bug fixes, and administrative interventions related to core smart contracts, the Project shall remain exclusively under the control of Golem Base.
4. Golem Base does not assume any express or implied obligation to implement community-driven changes, accept governance proposals, or decentralize its control over smart contracts, and reserves full discretion to maintain or adjust the smart contract architecture as deemed necessary for the operation, security, or experimental nature of the Project.

### **Section 3**

#### **Users**

1. The Golem Base Project is designed as a permissionless infrastructure, enabling unrestricted access to any individual or entity wishing to engage with the protocol. No prior authorization, registration, or verification process is required to use the platform's functionalities.
2. The Golem Base platform is designed to promote experimentation, development, and innovation — with a particular focus on empowering developers to build applications that drive wider user adoption and lay the groundwork for future institutional involvement.
3. Golem Base may engage in strategic collaborations with institutional partners for the purpose of piloting or showcasing specific use cases built on the Golem Base Project. However, such partnerships shall not alter the permissionless nature of the platform or impose restrictions on access for individual Users.

### **Section 4**

#### **Access to the Golem Base Network and Technical Requirements**

1. Access to the Golem Base platform is provided through Remote Procedure Call (RPC) endpoints, in a manner functionally equivalent to other Ethereum-based systems. Users are responsible for establishing and maintaining their own access to the platform via one of the following methods:
  - a) using publicly available RPC endpoints made available by Golem Base or third-party providers;
  - b) connecting through commercial RPC service providers;
  - c) deploying and managing their own Ethereum-compatible full node with RPC capabilities;
  - d) accessing through private infrastructure operated by third parties, including affiliated individuals.
2. Users who wish to host and maintain their own nodes must ensure their hardware and software setup aligns with technical requirements comparable to those necessary for running a Full Node on the Ethereum Network. Golem does not provide minimum hardware specifications and makes no representations as to compatibility or performance when using self-hosted infrastructure.
3. The availability, quality, or continuity of any specific RPC endpoint is not guaranteed by Golem Base. Users acknowledge their full responsibility for ensuring secure and uninterrupted access to the network, and for implementing appropriate failover mechanisms where required.
4. Users are solely responsible for ensuring their access environment is compatible with the technical design of the Project and for maintaining secure and reliable connectivity to the network.
5. Golem Base reserves the right to update or modify the RPC configuration, structure, or routing protocols used in connection with the network, including but not limited to temporary suspensions

or limitations for maintenance, upgrades, or security purposes. Such modifications may be implemented without prior notice.

6. Passive access to publicly stored data (read-only queries) on Golem Base platform does not require the use of a blockchain wallet. However, active interactions with the protocol, including but not limited to writing, updating, or deleting data, require possession and use of a compatible cryptographic wallet and private key.

## **Section 5**

### **User Onboarding and Exit**

1. The Golem Base platform is designed to operate as a permissionless system. No user registration, identity verification, or creation of user accounts is required to access or use the Golem Base network. Users interact with the Golem Base infrastructure solely through blockchain wallets that are independently created and managed by them.
2. All interactions with the Golem Base network, including transactions, data operations, and participation in protocol functionalities, are executed via cryptographic signatures associated with Users' private keys. Golem does not store, manage, or have access to any User wallet addresses or private keys.
3. Users may cease using the Golem Base platform at any time, without providing prior notice or performing any formal de-registration. Termination of use shall have no effect on the immutability of previously submitted transactions or stored data, which may persist on-chain depending on the technical architecture of the L2 and L3 networks.
4. Users are solely responsible for the security of their wallets and private keys.
5. Golem Base has no responsibility for the loss of access, data, or assets resulting from mismanagement, loss, or compromise of cryptographic credentials.

## **Section 6**

### **Fees and Slashing**

1. Use of the Golem Base network requires the payment of gas fees, which are calculated dynamically based on network activity and resource consumption. Gas fees are payable in test tokens specific to the Test Environment in use and serve as a mechanism to allocate computational and storage resources.
2. Golem Base reserves the right to implement a slashing mechanism in future of the Project. Slashing refers to the imposition of penalties, including the forfeiture of staked assets, against nodes or participants that act maliciously or fail to comply with defined protocol rules. While such a mechanism is not currently active, Users acknowledge that it may be introduced and enforced at Golem Base's sole discretion.
3. Users are solely responsible for ensuring that they have sufficient balances of test tokens to cover applicable gas fees or potential penalties, and Golem assumes no liability for failed transactions or loss of access due to insufficient funds or slashing.

## **Section 7**

### **Administrative Rights**

1. At the current developmental stage of the Golem Base Project, certain administrative permissions and protocol-level controls are retained exclusively by Golem Base. These include, but are not limited to:
  - a) modifying network parameters, such as gas fees;
  - b) deploying, upgrading, or modifying core smart contracts, including but not limited to bridges and roll-up specific logic.
2. While the long-term objective is to transition Golem Base Project into a permissionless and decentralized infrastructure, the Project is, at present, operated in a centralized manner. As such, Golem Base retains technical capabilities that may include restricting access, blacklisting addresses, censoring transactions or content, or taking remedial actions in case of critical incidents (e.g., illegal content, malicious exploits, or spam).
3. Notwithstanding the technical feasibility of such actions, Golem Base acknowledges that any exercise of administrative authority - particularly actions perceived as censorship or inconsistent with the principles of decentralization - may undermine the trust and confidence of the broader community and contradict the ethos of Web3.
4. Users are advised that, while the current design may allow Golem Base to remove harmful or unlawful content (e.g., if a User uploads defamatory or illegal data to a DB-Chain), such administrative interventions may no longer be technically or legally feasible once control is transitioned to a decentralized governance model.

## **Section 8**

### **Token Flow and Liquidity Infrastructure**

1. The Golem Base ecosystem is structured to support a multi-layered token flow architecture consisting of:
  - a) Mainnet ↔ Golem Base L2;
  - b) Golem Base L2 ↔ Golem Base L3.
2. Tokens bridged into Golem Base L2 from Ethereum Mainnet are held in smart contracts aligned with widely adopted Layer 2 token custody standards.
3. On Golem Base L3, token balances are implemented via internal counters recorded in the blockchain's native state. These Golem Base L3 tokens are non-transferable outside their chain and serve only operational functions within the given L3 environment.
4. ERC20 tokens, including test versions of GLM, will be available exclusively on L2. A dedicated bridging mechanism allows Golem Base L3 nodes to recognize ERC20 balances from L2 and administer them as local tokens within DB-Chains. These token flows are managed without deploying smart contracts directly on L3.

5. Golem Base acts as the operator of all token bridges. At the current stage, this infrastructure is centralized. Consequently, Golem Base retains the technical ability to:
  - a) suspend or restrict bridge operations;
  - b) pause user access to bridged assets;
  - c) apply emergency controls in case of protocol abuse or security incidents.
6. Users may participate in DeFi protocols on Golem Base L2 by:
  - a) deploying their own DEX-like smart contracts;
  - b) providing liquidity to open smart contract-based exchanges;
  - c) swapping tokens using available liquidity.
7. Golem Base may initially deploy and maintain native liquidity pools and DEX'es to enable token swaps and support multi-token gas payment functionality.
8. Users engaging with the bridge infrastructure acknowledge and accept that:
  - a) temporary or permanent loss of access to bridged tokens may occur due to smart contract bugs, administrative actions, or unexpected protocol failures;
  - b) bridging operations may be delayed, frozen, or reversed without prior notice in the event of critical system updates, audits, or exploit mitigation;
  - c) no guarantees are provided as to the continuous availability or irreversibility of bridge-based transactions;
  - d) Golem Base offers no warranties regarding token value, market liquidity, or technical resilience of any smart contract infrastructure;
  - e) are fully responsible for managing private keys, executing smart contract interactions, and bearing the financial consequences of any technical malfunction, bridge lockout, or smart contract vulnerability;
  - f) Golem Base shall not be held liable for any loss of tokens, disruption of service, or inability to recover bridged assets, even where such events arise from errors, omissions, or third-party exploits impacting the protocol.

## **Section 9**

### **Customer Support**

1. Golem Base provides community-driven technical support for the Project primarily via its official Discord server. Users may seek assistance, submit feedback, and engage in discussions regarding the use of the Golem Base platform through the designated communication channels.
2. All support is offered on a best-effort basis, completely non-binding and Golem Base does not guarantee timely responses, resolution of issues, or availability of technical personnel.
3. In addition to community support, Golem Base may at its sole discretion offer individualized support and collaboration opportunities to selected partners, developers, or teams building on top of the Golem Base infrastructure.

4. Additionally, Golem Base may also, at its sole discretion, operate an ecosystem fund, aimed at promoting adoption and growth of the Golem Base protocol. The Fund may provide grants or other forms of support to initiatives that:
  - a) bring traffic and user engagement to the Project;
  - b) introduce new, value-generating use cases;
  - c) contribute to the technical improvement of the Project.

## **Section 10**

### **Intellectual Property**

1. The Golem Base protocol and its related infrastructure components are developed using open-source software and are made publicly available under the terms of the General Public License 3 (GPL-3). Users are encouraged to review the relevant license documentation for permitted uses and obligations.
2. Any data, content, code, or other materials contributed, modified, uploaded, submitted, or otherwise made available by Users through the Project - including but not limited to text, images, comments, code snippets, and structured data - are submitted voluntarily, free of charge, for unrestricted, perpetual, and non-exclusive public use.
3. Users acknowledge and declare that they are the sole holders of the intellectual property rights (or have obtained appropriate authorization) to all content submitted to the Project and that such content does not infringe any third-party intellectual property rights, including but not limited to copyrights, trademarks, or database rights.
4. By uploading or submitting any material to Golem Base platform, Users expressly waive any right to compensation, royalties, or limitation on further use and consent to its unrestricted reuse, processing, adaptation, reproduction, and redistribution by Golem Base, its ecosystem participants, especially including other Users, and the general public without further notice or approval.
5. Users fully accept and assume sole liability for any intellectual property infringement claims that may arise from any content or data submitted by them. Users agree to indemnify and hold harmless Golem Base and any affiliated entities from any claims, damages, or losses related to third-party IP violations stemming from their actions.
6. Golem Base shall not be held liable for any misuse, misappropriation, or unauthorized use of content by third parties after it has been made publicly available on Project.

## **Section 11**

### **Prohibited Conduct of the Users**

1. Users are strictly prohibited from engaging, using the infrastructure of Golem Base and Project, in any activity that is unlawful, abusive, harmful, fraudulent, or otherwise inconsistent with the intended experimental and permissionless nature of the Golem Base ecosystem. In particular, Users agree not to use the Project for purposes that include, but are not limited to:

- a) using the platform in a manner that violates applicable laws or regulations of any jurisdiction, including but not limited to anti-money laundering, counter-terrorist financing, or sanctions laws;
  - b) transmitting, storing, or disseminating malicious code, viruses, ransomware, spyware, or any other software intended to disrupt, harm, or gain unauthorized access to any system, smart contract, or data;
  - c) publishing, storing, or sharing any illegal, defamatory, infringing, obscene, or otherwise unlawful content or personal data including personal data of third parties;
  - d) circumventing, disabling, or attempting to compromise any security or access control mechanism of the platform;
  - e) operating nodes or interacting with the infrastructure for the purpose of data manipulation, censorship, or disrupting the network's permissionless nature;
  - f) engaging in any activity that may reasonably be expected to harm the integrity, performance, or reputation of Golem Base, its developers, or its community.
2. By accessing and using the Project, the User represents that:
- a) they are not listed on any sanctions list maintained or issued by the Switzerland, the United States, the European Union, United Nations, or any other relevant sanctions authority;
  - b) they are not located in, organized under the laws of, or ordinarily resident in any country or territory that is subject to comprehensive economic sanctions;
  - c) they will not use the platform to facilitate or enable transactions or services in violation of any applicable export controls, embargoes, or financial sanctions.
3. Users acknowledge and agree that any breach of the above provisions may result in temporary or permanent suspension of access, and may expose them to civil or criminal liability under applicable law. Golem Base reserves the right to take any appropriate technical, legal, or administrative measures, including reporting relevant conduct to competent authorities.

## **Section 12**

### **Limitation of Liability**

1. The Project is a permissionless, experimental blockchain infrastructure operated in a Test Environment.
2. Users expressly acknowledge that their use of the Project - including, but not limited to, all Layer 2 and Layer 3 components, smart contracts, bridges, nodes, and related interfaces - is at their sole risk. Users are solely and entirely responsible for managing their blockchain wallets, private keys, and any authentication methods used to access the Project. Golem Base does not store or recover User credentials and shall not be liable for any loss of access, funds, or data resulting from mismanagement or compromise of such credentials
3. Users acknowledge the financial risks that may be associated with their activity on the Project, including:
- a) volatility of token value,
  - b) slippage or fluctuation in gas fees,
  - c) execution of unintended transactions,
  - d) insufficient liquidity for token swaps,



- e) overpayment of transaction fees or failed transactions.
4. Golem Base disclaims all liability for any damages or loss of profits arising from:
    - a) bugs, exploits, or technical defects in the Golem Base protocol or in any smart contract deployed thereon;
    - b) disruptions, resets, or loss of data due to the experimental nature of the Test Environment;
    - c) delays, interruptions, or failures in performance caused by software vulnerabilities, infrastructure errors, or external attacks.
  5. Golem Base shall not be held liable for:
    - a) financial losses incurred due to interactions with buggy, malicious, or misconfigured smart contracts deployed by Golem Base or third parties;
    - b) misuse of intellectual property by Users, including unauthorized storage or sharing of copyrighted or confidential materials;
    - c) failure of minting mechanisms or token transfer protocols leading to loss of funds;
    - d) bugs, logic errors, or configuration flaws in smart contracts resulting in breaches of access controls or data confidentiality;
    - e) any user-generated content stored on the Project that may be defamatory, confidential, illegal, or otherwise objectionable.
  6. Golem Base bears no responsibility for data loss, corruption, or service interruption arising from malicious behavior of Users or third parties, including:
    - a) coordinated attacks on network infrastructure,
    - b) temporary or permanent compromise of consensus mechanisms,
    - c) deliberate manipulation of data leading to inaccessibility or unreliability of user-stored content.
  7. Although Golem Base endeavours to provide accurate technical documentation and guidance of the Project, it does not guarantee the completeness, clarity, or fitness of such materials for any purpose. Users are expected to conduct their own due diligence before engaging with the Project. Golem Base shall not be liable for any misunderstanding, misuse, or loss arising from reliance on its documentation or communication materials.
  8. To the fullest extent permitted by law, in no event shall Golem Base, its contributors, maintainers, affiliates, or any party involved in the development or deployment of the Project be liable for:
    - a) any indirect, incidental, special, punitive, or consequential damages,
    - b) loss of data, loss of funds, or loss of anticipated profits,
    - c) reputational damage or third-party claims arising from a User's use or misuse of the platform,
    - d) any delay or failure in performance resulting from circumstances beyond Golem Base's reasonable control.

9. Golem Base makes no representations that the Project complies with any legal or regulatory framework in any jurisdiction. It is the sole responsibility of each User to ensure that their use of the Project is lawful in their applicable jurisdiction.

### **Section 13** **No Investment Advice**

1. The Golem Base, its developers, affiliates, contributors, and any content made available through the Project (including documentation, whitepapers, websites, or any related communication channels) do not constitute or provide any form of investment, legal, accounting, or tax advice. Users are solely responsible for evaluating the merits and risks associated with their use of the Golem Base platform and any assets or functionalities available therein. Before making any financial or transactional decisions, Users are strongly advised to consult with qualified legal, tax, and financial professionals in their jurisdiction.
2. Nothing contained on or made available through the Golem Base platform shall be construed as:
  - a) an offer to sell or a solicitation of an offer to buy any securities or financial instruments;
  - b) a recommendation or endorsement of any project, protocol, token, or transaction;
  - c) a guarantee of any outcome, return, or benefit arising from participation in the Golem Base ecosystem.

### **Section 14** **No Forward-Looking Statements**

1. The Project, its documentation, and related communications may contain statements that are 'forward-looking' in nature, including references to potential future developments such as decentralization, DAO governance, token utility, or other prospective functionality. These statements are based on current plans, intentions, and expectations, and are subject to change at any time without notice.
2. Golem Base does not guarantee any future performance or results. Users acknowledge that any such forward-looking statements do not create binding obligations on the part of Golem Base and do not entitle Users to any specific performance or outcome.

### **Section 15** **Jurisdictional Limitations**

1. The User acknowledges that the legal and regulatory status of blockchain technologies, digital assets, and decentralized platforms remains uncertain or undefined in many jurisdictions. By accessing or using the Project, the User represents that they are solely responsible for ensuring that such access or use is lawful under the laws applicable to them.
2. The Project is not intended for use by individuals or entities that are subject to legal restrictions under the laws of any jurisdiction that prohibit or materially limit the use, ownership, transfer, or participation in decentralized protocols. With regard to the prohibitions set out in section 11, access to the Project is prohibited to any person located in, incorporated in, or otherwise subject to the jurisdiction of any country or territory listed on applicable sanctions lists.

3. Nothing in the Project or related communications shall be construed as an indication that Golem Base or any associated tokens or protocols are registered with or approved by any regulatory authority.

## **Section 16**

### **Final Provisions**

1. Golem Base reserves the right to unilaterally amend, modify or update the Terms at any time. Any such changes shall become effective for all Users, both existing and new, upon their publication via Golem Base's official communication channels or directly on the Project. Continued use of the Project following the publication of any amendment to the Terms shall be deemed as acceptance of the revised Terms.
2. The Terms shall be governed by and interpreted in accordance with the laws of the jurisdiction in which Golem Base is legally established. Any disputes arising in connection with the Terms shall be submitted to the exclusive jurisdiction of the competent courts of that jurisdiction, unless otherwise required by mandatory provisions of law.
3. Should any provision of the Terms be held invalid, unlawful, or unenforceable by a competent court, such provision shall be severed from the remaining content, which shall remain in full force and effect.
4. The Terms do not create, and shall not be construed as creating, any partnership, joint venture, fiduciary, employment, or other legal relationship between the User and Golem Base or any of its developers and affiliates.
5. All questions, notifications, or other communications relating to the Terms - including, but not limited to, matters concerning interpretation, enforcement, or compliance with the Terms - shall be directed to the following contact address: [...]. The contact address may also be used by Users or third parties to submit suggestions, ideas, feedback, or proposals for collaboration, integration, or further development of the Golem Base Project.

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