

## **Terms and Conditions**

These Terms and Conditions govern your rights and obligations in relation to the use ETHEREUM EXPRESS FOUNDATION ("EEX") and its services provided by Ethereum Express Foundation Limited.

These Terms and Conditions ("Terms") apply to your access to, and use of, ETHEREUM

EXPRESS FOUNDATION website and services of ETHEREUM EXPRESS FOUNDATION and its subsidiaries and affiliated companies ("EEX," "we" or "us").

These Terms apply to the EEX open source client software and EEX distributed open source global payment network accessed through that software and services ("EEX Services").

As described in Section 2 (Assumption of Risk with EEX), EEX does not own or control the EEX Services and you are solely responsible for your use of the EEX Services.

EEX reserves the right to change or modify the terms and conditions contained in these Terms or any policy or guidelines at any time and in its sole discretion.

EEX will provide notice of these changes by posting the revised Terms to the Site and changing the "Last Revised" date at the top of the Terms, or by providing other means of notice as EEX will determine each time in its sole discretion.

Using a particular form of notice in some instances does not obligate EEX to use the same form in other instances.

Any changes or modifications will be effective immediately upon posting the revisions to the EEX Website and/or affiliated web resources (collectively, "Site"), and will apply to your subsequent use of the Site.

You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site will confirm your acceptance of such changes or modifications; therefore, you should review the Terms and applicable policies whenever you use the Site to understand the terms that apply to such use. The most current version of the Terms can be reviewed by clicking on the "Terms & Conditions" hypertext link located at the bottom of our web pages. If you do not agree to the Terms in effect when you access or use the Site, you must stop using the Site.

These Terms in this document apply to all Site users who are visiting and/or using the Site. By accepting these Terms, you agree that you have read and understood these Terms.

### **1. Eligibility**

By accessing or using the Site, you represent and warrant that you have not previously been suspended or removed from the Site. You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

### **2. Assumption of Risk with EEX**

EEX does not own or control the EEX Services. The EEX Services are an open source protocol that anyone can use, copy, modify and distribute. We encourage you to take precautions when considering whether to use the EEX Services, particularly when participating in any transaction using the EEX Services with a stranger.

#### **You acknowledge and agree that EEX:**

Does not own or control the EEX Services;

Does not have any authority or responsibility to prohibit, restrict, rescind or approve any transaction or other interaction that occurs through the EEX Services;

Is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other participant, person or organization that uses EEX Services; and

Does not investigate or verify the reputation, conduct, morality or criminal background of any EEX Services user, including without limitation any EEX gateway. Further, you acknowledge and agree that you are solely responsible for your access and use of EEX Services, including without limitation for:

Any payments or other transactions you complete using the EEX Services;

Investigating or screening other EEX Services users before engaging in any EEX transaction or EEX Services with such users;

Any interactions you have with other EEX Services users or gateways; and

Your use of any EEX gateways to exchange any currency or other items of value that you may have stored in your EEX wallet.

EEX assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take in connection with EEX Services. You assume all risks associated with using EEX Services.

### **3. Using the Site**

#### **Who May Use the Site**

This Site is offered and available to users who are 18 years of age or older for personal use only and not for commercial use. The Site is not intended for children under 18 years of age. By using this Site, you represent and warrant that you

- are 18 years of age or older,
- (ii) are not barred to use the Site under any applicable law, and
- (iii) are using the Site only for your own personal use. If you do not meet these requirements, you must not access or use the Site.

#### **Accessing the Websites and Account Security**

EEX reserves the right to withdraw or amend this Site, and any service or material EEX provides on the Site, in its sole discretion without notice. EEX does not guarantee that its Site or any content on it, will always be available or be interrupted. EEX will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, EEX may restrict access to some parts of the Site, or the entire Site, to users.

#### **You are responsible for:**

Making all arrangements necessary for you to have access to the Site.

Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete.

You agree that all information you provide to register using this Site or otherwise, including, but not limited to, using any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

#### **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable national state or international law or regulation.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm EEX or users of the Site or expose them to liability.

**Additionally, you agree not to:**

Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.

Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Site.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.

Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Site.

**4. Copyright and limited license**

Unless otherwise indicated on the Site, the Site and all content and other materials on the Site, including, without limitation, the EEX logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, " EEX Materials") are the proprietary property of EEX or its licensors or users and are protected by international copyright laws and the national laws of EEX users' jurisdictions. You are granted a limited, non-sublicensable license to access and use the Site and EEX Materials; subject to these Terms.

Except as expressly permitted on the Site, in these Terms or otherwise in writing by EEX, such license does not include:

- (a) any resale or commercial use of the Site or the EEX Materials;
- (b) the distribution, public performance or public display of any EEX Materials;
- (c) modifying or otherwise making any derivative uses of the Site and the EEX Materials, or any portion thereof;
- (d) use of any data mining, robots or similar data gathering or extraction methods;
- (e) downloading (other than the page caching) of any portion of the Site, the EEX Materials or any information contained therein;
- or (f) any use of the Site or the EEX Materials other than for its intended purpose.

Any use of the Site or the EEX Materials other than as specifically authorized herein, without the prior written permission of EEX, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may

also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

## **5. Trademarks**

"EEX" logo and any other EEX product or service name, logo or slogan contained in the Site are trademarks or service marks of EEX (the "EEX Marks") and may not be copied, imitated or used, in whole or in part, except as expressly permitted in these Terms or on the Site or with the prior written permission of EEX. You may not use any metatags or any other "hidden text" utilizing any EEX Marks without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of EEX and is part of the EEX Marks and may not be copied, imitated or used, in whole or in part, without our prior written permission except as expressly permitted herein or on the Site. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the written permission of the applicable trademark holder. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## **6. Hyperlinks**

You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray EEX or any of EEX Site in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any EEX Marks or other proprietary graphic of EEX to link to the Site without the express written permission of EEX. Further, you may not use, frame or utilize framing techniques to enclose any EEX trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout/design of any page or form contained on a page of the Site without EEX's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of EEX or any third party.

## **7. Third party content**

EEX and its users may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by EEX, including but not limited to EEX Services and any third party advertisements or promotions (collectively the "Third Party Content") as a service to those interested in this information. EEX does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that EEX is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third parties. EEX is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site.

## **8. Feedback**

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding EEX or the Site (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are nonconfidential and will become the sole property of EEX. EEX will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **9. Indemnification**

You agree to defend, indemnify and hold harmless EEX, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to:

- (a) your use of the Site;
- (b) any User Content or Feedback you provide;
- (c) your violation of these Terms;
- (d) your violation of any rights of another; or
- (e) your conduct in connection with the Site.

Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

## **10. Disclaimer of warranties**

EEX provides no guarantee as to the performance or the uninterrupted availability of the Site, EEX Services or the EEX materials. The Site and EEX materials are provided on an "as is," "as available" basis without warranties of any kind, either express or implied.

EEX disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and noninfringement as to the site and the information, content and materials contained therein. EEX does not represent or warrant that EEX materials or the site are accurate, complete, reliable, current or error-free.

While EEX attempts to make your access and use of the Site safe, EEX cannot and does not represent or warrant that the Site or its server(s) are free of viruses or other harmful components; therefore, you should use industryrecognized software to detect and disinfect viruses from any download.

EEX reserves the right to change any and all content contained in the site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by EEX. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

## **11. Limitation of liability**

In no event will EEX, its directors, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the site, the EEX materials or the content or the materials contained in or accessed through the site, including without limitation any damages caused by or resulting from reliance by user on any information obtained from EEX, or that result from mistakes, omissions, interruptions, deletion of files or email,

errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to EEX 's records, programs or site. In no event will the aggregate liability of EEX, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the site exceed any compensation you pay, if any, to EEX for access to or use of the site. Some jurisdictions do not allow the limitation of liability in contracts with consumers, so some or all of these limitations of liability may not apply to you.

## **12. Modifications to the Site**

EEX reserves the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that EEX will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

## **13. Arbitration**

Please read the following paragraph carefully because it requires you to arbitrate disputes with EEX and it limits the manner in which you can seek relief.

You and EEX agree to arbitrate any dispute arising from these Terms or relating to the Site, except that you and EEX are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

Arbitration prevents you from suing in court or from having a jury trial. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing.

Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms.

You also agree not to participate in claims brought in an private attorney general or representative capacity, or consolidated claims involving another person, if EEX is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

## **14. Termination and suspension**

Notwithstanding any of these Terms, EEX reserves the right, without notice and in its sole discretion, to terminate or suspend your right to use the Site, and to block or prevent your future access to, and use of, the Site.

## **15. Survival**

Sections 2 (Assumption of Risk with EEX), 5 (Trademarks), 7 (Third Party Content), 8 (Feedback), 9 (Indemnification), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), 13 (Arbitration), this Section 15 (Survival) and Section 16 (Severability) will survive any termination or expiration of these Terms.

## **16. Severability**

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

## **17. Questions & contact information**

Questions or comments about the Site or these Terms may be directed to EEX by emailing [support@ethereum-express.com](mailto:support@ethereum-express.com)