

Minter.org Terms of Use

Version 1.0

March 28, 2019

We ask you to read carefully these Terms of Use applicable to your use of the websites <https://minter.org>, all of its subdomains and respective pages,. These Terms shall constitute, as added, amended, modified, supplemented or restated from time to time, binding agreement between you and Minter Development Foundation, applicable to your use of the Service.

1. Definitions

In addition to the definitions contained elsewhere in the text of these Terms, the following terms and expressions shall have the meaning ascribed to them here below:

“Service” shall mean the Website and any mobile application operated by Minter Development Foundation

“Minter Development Foundation” or “Foundation” or “we” shall mean Minter Development Foundation, a non-stock non-profit foundation, incorporated in Delaware, USA

“Privacy Policy” – document available at <https://minter.org/legal/privacy.pdf> that describes policies regarding the collection, use, and disclosure of personal data when you use the Service and the choices you have associated with that data

“Restricted Person” – a natural or legal person prohibited from the use of the Network and the Service that is defined in Section 3.

“Restricted Uses” – types of activities that are specified in Section 3

“Terms” – this Terms of Use available at <https://minter.org/legal/terms.pdf>

“Third-party Content” – information as defined in Section 8

“User” – a person using the Service in any way

“Website” – the website located at <https://minter.org/>, all of its subdomains and respective pages

“You” – a person entering in this Agreement

2. Effects of Terms

2.1. These Terms shall enter into force as of the moment you first access the Service. By accessing, browsing or using the Service you irrevocably and unconditionally:

2.1.1. accept and adhere to these Terms and the Privacy Policy which is hereby incorporated into these Terms by reference; and

2.1.2. confirm that you are not a Restricted Person and do not represent a Restricted Person; and

2.1.3. confirm that you agree to be bound by these Terms without any exemptions or limitations; and

2.1.4. any and all provisions of these Terms shall be enforceable to the fullest extent against you. If you access the Service or the Network on behalf of a business (whether registered or operating without registration), that business hereby accepts these Terms.

2.2. You shall cease using the Service immediately in the following events:

2.2.1. you disagree with any provision hereof and would like not to be bound by these Terms; or

2.2.2. you are Restricted Person or represent Restricted Person, or will become Restricted Person or will represent Restricted Person at any time after these Terms became effective; or

2.2.3. using the Service is prohibited or in any manner restricted by laws or regulations applicable to relations between you and us, or will become so prohibited or restricted at any time after these Terms become effective; or

2.2.4. under the laws or regulations applicable to relations between you and us, using the Service requires from the Foundation to be registered or licensed with any applicable governmental authorities, or will require such registration or licensing at any time after these Terms become effective.

2.3. These Terms may be modified, changed, supplemented or updated by Foundation in its sole discretion at any time without advance notice.

2.4. The Foundation may at its own discretion develop additional products, utilities, and offerings or functionality of the Service or discontinue maintaining the Service. In the event Foundation adds new products, utilities, and offerings or makes additional functionality available through the Service, these Terms shall be fully applicable to such new products, utilities and offerings or additional functionality of the Service.

3. Use of the Service

3.1. The Service is not offered for use to the citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where using the Service is prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after these Terms become effective (“**Restricted Persons**“).

3.2. The Restricted Persons are strictly prohibited and restricted from entering and using the Service and the Foundation is not soliciting usage or purchases thereof by Restricted Persons in any way.

3.3. It is solely your obligation to verify each time you access or use the Service:

3.3.1. whether or not you or a person you represent are/is a Restricted Person; and

3.3.2. whether or not you are allowed to access and to use the Service under the applicable laws and regulations.

3.4. If a Restricted Person uses the Service, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered in by the Restricted Person on the Service shall be null and void.

3.5. The Foundation shall not be bound by a transaction or an operation specified in Section 3.4 and may, in its sole discretion:

3.5.1. take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above; and

3.5.2. notify the relevant authorities on the transaction or the operation in question.

3.6. Any Restricted Person using the Service shall be solely liable for damages caused to the Foundation and shall indemnify, defend and hold harmless the Foundation from any damages, losses, and expenses incurred by the Foundation that arise from or are the result of such Restricted Person's use of the Service.

3.7. You undertake to comply and adhere to provisions of these Terms, as well as any national and local laws and regulations applicable to your use of the Service.

3.8. You undertake to use the Service in a manner consistent with its purpose and functionality.

3.9. You shall not misuse the Service to cause any harm, Damage, losses or interference for users, any third parties, the Foundation, as well as the operation of the Service. In particular, under no circumstance you shall use the Service to:

3.9.1. publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;

3.9.2. display, upload or transmit material that encourages conduct that may constitute a criminal offense, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;

3.9.3. interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use of the Service;

3.9.4. violate any applicable laws, regulations or these Terms;

3.9.5. violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;

3.9.6. interfere with, disrupt, negatively affect or inhibit other users from using the Service or damage, disable, overburden or impair the functioning of the Service or our servers or any networks connected to any of our servers in any manner;

3.9.7. engage in or promote any activity that violates these Terms;

3.9.8. create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of the Service or the Foundation representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

3.9.9. mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;

3.9.10. disguise the origin of any information or material transmitted through the Service (whether by forging messages or otherwise manipulating normal identification information);

3.9.11. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Service or the operation of another's computer or property;

3.9.12. send, upload, display or disseminate or otherwise make available information or material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional information or material;

3.9.13. make available any content which is false, misleading and/or promoting illegal activities;

3.9.14. access any content, area or functionality of the Service that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of the Service;

3.9.15. obtain unauthorized access to or interfere with the performance of the servers which host the Service or any servers on any associated networks or otherwise violate any policies or procedures relating to the use of those servers;

3.9.16. bypass any robot exclusion headers or other measures Foundation uses to restrict access to the Service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data;

3.9.17. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;

3.9.18. harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;

3.9.19. collect and store personal data, private and personally identifiable information without express consent and authorization of the holder;

3.9.20. take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

3.9.21. create or enter a fictitious transaction or a transaction with fictitious elements of any kind;

3.9.22. exploit, disrupt or manipulate, or attempt to exploit, disrupt or manipulate the Service, in a manner designed to create transaction conditions which are not available to other Users;

3.9.23. utilize or apply technological abilities or foreknowledge not exploited or available to other Users, to perform transactions parallel to those performed by Users, and/or create unequal terms among Users regarding the use the Service, or influence the terms of transactions and/or create an unfair or abusive advantage over other Users;

3.9.24. institute, assist or become involved in any type of attack (deliberate or other), including distribution of a virus, attacks upon the Service, that prevent access to or use of any of the above, other attempts to disrupt any of the above, gain unauthorized access to any of the above, or disrupt any other person's use or enjoyment of any of the above;

3.9.25. assist or solicit or otherwise create opportunities for Restricted Persons to access the Service.

3.10. The Foundation shall be entitled to add, alter, modify, as well as suspend, stop, discontinue, cease maintenance, updating and correction of errors with respect to any functionality of the Service, including, but not limited to, to terminate the Service without any notice to you.

3.11. The materials, information and related graphics published on the Service could include technical inaccuracies or typographical errors. The Foundation may (but not obliged to) make improvements and/or changes to the Service or the materials, information and related graphics published on the Service at any time.

3.12. The Foundation at its sole discretion shall be entitled to impose limitations and restrictions on your use of the Service without any notice to you. The limitations and restrictions may be established for certain categories of users, including, but not limited to, depending on location, language, age, availability of rights to content of the Service, legal requirements or other reasons, and may include unavailability of specific functionality of or the overall access to the content of the Service.

3.13. The Foundation at its sole discretion shall be entitled to suspend and terminate your access to the Service without any notice to you.

3.14. The Service may apply technology based on an identification of IP addresses of the users that disallow Restricted Person to find, access and enter the Website. Attempts to bypass such filters shall be viewed as an illegal and fraudulent action against the Website aimed at inflicting the losses to it.

4. Notices

4.1. All notices, requests, claims, demands and other communications concerning these Terms that the Foundation provides to you, including these Terms, will be provided in electronic form by:

4.1.1. posting a Notice on the Website; or

4.1.2. sending a Notice through your User account; or

4.1.3. sending an email to the email address which is associated with your User account.

4.2. Notices provided by posting on the Website will be effective upon posting and Notices provided by email or sent through the User Account will be effective when the Foundation sends the Notice. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your User account when the Foundation sends the email, whether or not you actually receive or read the email.

4.3. Notices that you provide to the Foundation must be in the English language and delivered to the Foundation by email (hello@minter.orgork). Such Notices will be effective one business day after they are sent.

5. Third-Party Content

5.1. The Service may contain links to websites and third-party content, advertisements, promotions, logos and other materials (“**Third-Party Content**”).

5.2. The Foundation makes no representations or warranties of any kind regarding Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such Third-Party Content. The Foundation is not responsible for any of the content on third party websites linked to the Service nor can it be assumed that the Foundation has reviewed or approved of such websites or their content, nor does the Foundation warrant that the links to these websites work or are up to date.

5.3. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content are solely between you and such third parties and the Foundation is not responsible or liable in any manner for such use or interactions.

6. Intellectual Property

6.1. The Foundation retains all right, title and interest in and to the Service, whether express or implied, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on the Service (collectively, “**Intellectual Property**”).

6.2. Accessing the Service does not vest you with any right, title or interest in the Intellectual Property and other rights to content which is accessible at the Service unless otherwise is provided in Section 6.3.

6.3. In order to use the Service, you are granted a personal, non-exclusive, limited, non-assignable, non-transferrable, revocable license to access, review, reproduce, cache, print, distribute and store content retrieved from the Service only within the functionality of the interface of the Service through common consumer web browser, provided that you strictly comply with limitations contained herein.

7. Representations and Warranties

7.1. By using the Service you represent and warrant that:

7.1.1. you have read and understand these Terms and Privacy Policy;

7.1.2. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms. You appreciate the risks and implications of using the Service and you are solely responsible for any evaluations based on such your knowledge;

7.1.3. you have all requisite power and authority to enter into these Terms, to use the Service and the Network and to carry out and perform your obligations under these Terms. If you are using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity. References to "you" in these Terms refer to you and such entity, jointly;

7.1.4. you are of sufficient age to access the Service and to use the Service and the Network in accordance with the laws and regulations of your country of residence or any other applicable legal requirements;

7.1.5. you are not a Restricted Person and do not represent a Restricted Person;

7.1.6. the entering into and performance of these Terms will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: any provision of your constituent documents, if applicable; any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your material assets are subject; any material agreement, obligation, duty or commitment to which you are a party or by which you are bound; any foreign exchange, anti-money laundering or regulatory restrictions applicable to you; or any laws, regulations or rules applicable to you;

7.1.7. you will comply with any applicable tax obligations in your jurisdiction arising from the use of the Service;

7.1.8. the entering into, and performance under, these Terms require no approval or other action from any governmental authority or person other than you.

7.2. You agree that if your country of residence or other circumstances change such that any of the representations and warranties specified above are no longer accurate, that you will immediately cease using the Service.

7.3. You hereby acknowledge and agree that the Service, including any software comprising the Service and any services that can be provided via the Service are provided to you on "as is", "as available" and "with all faults" basis and you use the Service exclusively at your own risk without any express or implied representations and/or warranties of any kind by the Foundation.

7.4. The Foundation expressly disclaim all express and implied warranties and representations as to the Service. The Foundation does not make any representations or warranties, express or implied, including:

7.4.1. any warranties and representations with respect to the content, information, data, availability, uninterrupted access, services, or products provided through or in connection with the Service;

7.4.2. any warranties and representations that the Service are free of viruses, worms, trojan horses or other harmful components;

7.4.3. any warranties and representations that the the Service, its content and any services or products provided through it are error-free or that defects in the the Service, its content or the services or products will be corrected;

7.4.4. any warranties and representations of title or merchantability or fitness for a particular purpose with respect to the the Service, or their utility;

7.4.5. any warranties and representations that the the Service will be compatible with your computer or other electronic equipment;

7.4.6. any warranties and representations towards Foundation's ability or assumption of liability, to detect, limit or prevent any Restricted Use; and

7.4.7. any warranties and representations of non-infringement.

8. Limitation of Liability and Indemnification

8.1. In no event will the Foundation be responsible or liable for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) regardless of whether the Foundation has been advised of the possibility of such damages, liabilities, losses, costs or expenses, arising out of or in connection with:

8.1.1. the use or performance of the Service;

8.1.2. any provision of or failure to provide the Service;

8.1.3. any material or information available from the Service;

8.1.4. any conduct or content of any third party;

8.1.5. unauthorized access, use or alteration of the transmission of data or content to or from us; or

8.1.6. the failure to receive in any way the transmission of any data, content, funds or property from you.

8.1.7. any unlawful access to or use of the Service;

8.1.8. any reliance on, or decision made on the basis of, information or material shown on or omitted from the Service;

8.1.9. any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on the Service (if any) and any representation or otherwise that we have or will ask for a candidate's information, will or have asked to interview or engage a candidate, or that any candidates will meet our needs;

8.1.10. any matter affecting the Service caused by circumstances beyond our reasonable control;

8.1.11. the performance of the Service and any fault, delays, interruptions or lack of availability of the Service, the services or products provided through the Service, which may occur due to increased usage of the Service, intermittent failures of the Service or the need for repairs, maintenance or the introduction of new facilities, products or services; and

8.1.12. any information or material on any website operated by a third party which may be accessed from the Service.

8.2. To the fullest extent permitted by applicable law, in no event will the aggregate liability of the Foundation, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these Terms or the use of or inability to use the Service, exceed the amounts paid by you to the Foundation.

8.3. To the fullest extent permitted by applicable law, you disclaim any right or cause of action against the Foundation of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of the Foundation.

8.4. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

8.5. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Service, and that the Foundation should not accept any liability for any illegal or unauthorized use of the Service. You agree to be solely responsible for any applicable taxes imposed on or in connection with any transaction contemplated herein.

8.6. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse the Foundation, its affiliates and service providers, and each of their respective officers, directors, agents, employees, and representatives from and against any and all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) arising from or relating to:

8.6.1. your access to or use of the Service;

8.6.2. your User content;

8.6.3. any feedback you provide; or

8.6.4. your violation of these Terms.

8.7. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification pursuant to these Terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Foundation.

8.8. The Foundation shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical,

telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

8.9. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend these Terms, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

8.10. To the fullest extent permitted by applicable law, you release the Foundation from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between you and us and the acts or omissions of third parties. You expressly waive any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in favor of you at the time of agreeing to this release.

9. Governing Law and Dispute Resolution

9.1. These Terms will be governed by and construed and enforced in accordance with the laws of Delaware, and will be subject to the jurisdiction of the courts of Delaware, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

9.2. You and the Foundation shall cooperate in good faith to resolve any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them ("Disputes"). If you and we are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in court.

9.3. Any Dispute is personal to you and the Foundation 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. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9.4. In the event of litigation relating to the subject matter of these Terms, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties.

10. Miscellaneous

10.1. These Terms constitutes the entire agreement between you and Foundation relating to the use of the Service. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and the Foundation, whether written or verbal, regarding the subject matter of these Terms, unless your agreement specifically provides for its precedence over these Terms.

10.2. Should any provision of these Terms, or any provision incorporated into these Terms in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of these Terms shall not be affected thereby.

10.3. The Foundation may at its own discretion assign any of the Foundation's rights and obligations under these Terms.

10.4. Foundation's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

10.5. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and Foundation and is not intended to confer third-party beneficiary rights upon any other person or entity.