

# **TERMS OF USE FOR WEBSITE**

**PLEASE CAREFULLY READ THESE TERMS OF USE FOR THE WEBSITE BEFORE USING THE WEBSITE DIAMCO.IO AND ITS ONLINE SERVICES, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS OF USE OF WEBSITE, YOU SHALL NOT USE THE WEBSITE DIAMCO.IO AND ITS ONLINE SERVICES**

**THE WEBSITE DIAMCO.IO AND ITS ONLINE SERVICES ARE NOT INTENDED FOR THE USE OF, AND CAN NOT BE USED BY, CITIZENS OF, NATURAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION IN (I) THE UNITED STATES OF AMERICA (INCLUDING ITS STATES AND THE DISTRICT OF COLUMBIA), PUERTO RICO, THE VIRGIN ISLANDS OF THE UNITED STATES, ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR (II) THE COUNTRY OR TERRITORY WHERE USING THE WEBSITE, ITS ONLINE SERVICES OR THE METHOD OF PAYMENT FOR THE SERVICES SPECIFIED AT THIS WEBSITE IS PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS**

**IF SUCH RESTRICTED PERSON USES THE WEBSITE DIAMCO.IO OR THE SERVICES AT THIS WEBSITE, SUCH RESTRICTED PERSON HAS DONE SO ON AN UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS AND IN THIS REGARD SHALL BEAR NEGATIVE CONSEQUENCES CONTEMPLATED IN THIS TERMS OF USE OF WEBSITE**

Last updated: 01 June, 2018

We ask you to carefully read these Terms of Use ("**Terms**") applicable to your use of the website Diamco.io and all of its subdomains and all their respective pages ("**Website**") and your use of the online services at the Website ("**Services**"). These Terms shall constitute, as added, amended, modified, supplemented or restated from time to time, a binding agreement between you and DIAMCO Ltd., a company registered in the Liechtenstein and registered office address 30 30 Aeulestrasse, Vaduz, 9490, ("**Company**", "**we**"), and are applicable to your use of the Website and the Services.

## 1. DEFINITIONS

1.1. In addition to the definitions contained elsewhere in the text of these Terms, the following terms and expressions shall have the following meanings ascribed to them:

"**Articles**" has the meaning, set out in Article 11.9.

"**Company Parties**" means the Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns. "**Company Party**" means one of the foregoing, as the case may be.

"**Damages**" means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

"**Disputes**" has the meaning, set out in Article 10.2.

"**Feedback**" has the meaning, set out in Article 7.1.

"**Intellectual Property**" has the meaning, set out in Article 6.1.

"**Notices**" has the meaning, set out in Article 11.6.

"**Privacy Policy**" means the document describing the methods how Company Parties collect, use and release information collected from you available on the Website (as may be amended from time to time).

"**Restricted Persons**" has the meaning, set out in Article 3.1.

"**Third-Party Content**" has the meaning, set out in Article 5.1.

"**User Account**" has the meaning, set out in Article 4.1.

"**User Content**" has the meaning, set out in Article 5.4.

"**Click, to Click on/to**" has the meaning, set out in Article 5.11.

## 2. EFFECTS OF TERMS

### §1. Acceptance of Terms

- 2.1. These Terms shall enter into force as of the moment you first access the Website or commence use of any of the Services. By accessing, browsing or using the Website and/or any of the Services 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, limitations, and exclusions; and
  - 2.1.4. any and all provisions of these Terms shall be enforceable to the fullest extent against you.

If you access the Website or use any of the Services on behalf of a business (whether registered or operating without registration), that business hereby accepts these Terms.

- 2.2. You shall cease using the Website or the Services 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 Website, the Services or the method of payment for the Services specified at the Website 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 Website, the Services or the method of payment for the Services specified at the Website requires from Company Parties 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. Amendments to Terms**

- 2.3. These Terms may be modified, changed, supplemented or updated by the Company in its sole discretion at any time without advance notice.
- 2.4. Company Parties may at their own discretion develop additional products, utilities, and offerings or functionality for the Website or discontinue maintaining the Website and/or provision of any of the Services. In the event Company Parties add new products, utilities, and offerings or makes additional functionality available through the Website, these Terms shall be fully applicable to such new products, utilities and offerings or additional functionality of the Website.

### 3. USE OF WEBSITE AND SERVICES

#### §1. Persons Who Are Restricted to Use Website and Services

- 3.1. The Website and the Services are not offered for use to the following restricted persons ("**Restricted Persons**"):
  - 3.1.1. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, and any other possessions of the United States of America; and
  - 3.1.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in South Korea, People's Republic of China and other country or territory where using the Website, the Services or the method of payment for the Services specified at the Website 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.
- 3.2. The Restricted Persons are strictly prohibited and restricted from entering and using the Website and the Services and Company Parties are 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 Website or the Services:
  - 3.3.1. whether or not you or a person you represent are/is a Restricted Parson;
  - 3.3.2. whether or not you are allowed to access and to use the Website and the Services under the applicable laws and regulations; and
  - 3.3.3. whether or not you are allowed by applicable laws and regulations to pay for the Services in the manner specified at the Website.
- 3.4. If a Restricted Person uses the Website or the Services, 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 Website shall be null and void, including, but not limited to, the following:
  - 3.4.1. transactions resulting from acceptance of these Terms;
  - 3.4.2. any transaction resulting from the acquisition of products, assets or Services from the Website; and
  - 3.4.3. any payment operation.
- 3.5. None of the Company Parties shall be bound by a transaction or an operation specified in Article 3.4, and any respective Company Party 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;

- 3.5.2. notify the relevant authorities of the transaction or the operation in question; and
  - 3.5.3. retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation.
- 3.6. Any Restricted Person using Website or the Services shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's use of the Website or the Services.

## **§2. Your Obligations**

- 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 Website and the Services.
- 3.8. You undertake to use the Website and the Services in a manner consistent with their purpose and functionality within the user interface provided by Company Parties.

## **§3. Usage Policy**

- 3.9. You shall not misuse the Website or the Services to cause any harm, Damage, losses or interference for users, any third parties, Company Parties, as well as the operation of the Website and/or provision of the Services. In particular, under no circumstance shall you use the Website or the Services 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 Website or the Services;
  - 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 Website or links on the Website or damage, disable, overburden or

- impair the functionality of the Website 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 Website or a Company Party 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 (including Company 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 Website or the Services (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 Website or the operation of another's computer or property;
  - 3.9.12. send, upload, display, 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 Website 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 Website;
  - 3.9.15. obtain unauthorized access to or interfere with the performance of the servers which host the Website or provide the Services or any servers on any associated networks or otherwise violate any policies or procedures related to the use of those servers;
  - 3.9.16. attempt to gain unauthorized access to any Services, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
  - 3.9.17. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or the Services;

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

#### **§4. Modification, Limitation and Termination of Website and Services**

- 3.10. Company Parties shall be entitled to add, alter, modify, as well as suspend, stop, discontinue, correct errors to, cease maintenance of and update information for any functionality of the Website and/or the Services, including, but not limited to, terminating the Website or any of the Services without any prior notice.
- 3.11. The materials, information and related graphics published on the Website could include technical inaccuracies or typographical errors. The Company Parties may (but are not obliged to) make improvements and/or changes to the Website, the Services and/or the materials, information and related graphics published on the Website at any time.
- 3.12. A Company Party at its sole discretion shall be entitled to impose limitations and restrictions on your use of the Website and/or the Services without any notice to you. The limitations and restrictions may be established for certain categories of users, including, but not limited to, factors dependent on location, language, age, availability of rights to content of the Website, legal requirements or other reasons, and may include unavailability of specific functionality of or the overall access to the content of the Website, the Website and/or the Service, limitations for storage of content under your User Account and otherwise.
- 3.13. A Company Party at its sole discretion shall be entitled to suspend and terminate your access to the Website or the Services without any notice to you.
- 3.14. The Website may apply technology based on an identification of IP addresses of the users that disallows 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 losses on it.

#### **4. USER ACCOUNT**

- 4.1. You may be provided with an account for the purpose of improving your experience at the Website and use of the Services, as well as obtain access to specific additional products, utilities and offerings provided by Company Parties ("**User Account**").
- 4.2. In order to obtain a User Account, you are required to complete the registration process. You hereby represent and warrant that any and all information submitted to the Company in the course of the registration is accurate and true. You undertake to keep your registration information up to date.
- 4.3. Upon completion of the registration process, you will obtain or create a password. You are responsible for keeping your password in secrecy and you acknowledge and agree that you are responsible for any actions performed under your User Account unless you immediately inform the Company of any unauthorized use of

your password and/or the User Account. You shall log off each time at the end of the session and Company Parties shall bear no liability for any harm, loss or Damage resulting from your failure to comply with requirements of this Article 4.3.

- 4.4. You acknowledge and agree that the Company shall be entitled to terminate or suspend your User Account at its sole discretion without any notice to you in the event of your breach of these Terms or without any reason. You understand that termination of your User Account may lead to blocking, deleting and limiting of your access to content, materials, information and files uploaded, shared, submitted and made available in association with your User Account, as well as access to some of the Services, products, utilities and offerings of Company Parties (as the case may be).

## **5. WEBSITE CONTENT**

### **§1. Third-Party Content**

- 5.1. The Website and the Services may contain links to websites and third-party content, advertisements, promotions, logos and other materials ("**Third-Party Content**").
- 5.2. We make 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. We are not responsible for any of the content on third party websites linked to the Website nor can it be assumed that we have reviewed or approved of such websites or their content, nor do we 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 Company Parties are not responsible or liable in any manner for such use or interactions.

### **§2. User Content**

- 5.4. If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create a User Account on the Website ("**User Content**"), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete.
- 5.5. We do not own, control or endorse any User Content that is transmitted, stored or processed via the Website or sent to us and we are not responsible or liable for any User Content.
- 5.6. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the Website, and you represent and warrant that:
  - 5.6.1. you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these Terms;



- 5.6.2. your User Content does not violate any agreements or confidentiality obligations; and
- 5.6.3. your User Content does not violate, infringe or misappropriate any intellectual property right or other proprietary rights, including the right of publicity or privacy, of any person or entity.
- 5.7. You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. You agree to notify us immediately of any unauthorized use of your User Content or any other breach of security.
- 5.8. We will not be liable for any loss or Damages that you may incur as a result of someone else using your User Content or your User Account, either with or without your knowledge. However, you could be held liable for losses incurred by the Company Parties or other persons due to someone else using your User Content or your User Account. You may not use anyone else's User Content or User Account at any time without the permission of such person or entity.
- 5.9. By posting, uploading, inputting, providing or submitting your User Content to us, you grant Company Parties and any necessary sub-licensees a non-exclusive, worldwide, royalty-free, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.
- 5.10. Although we have no obligation to screen, edit or monitor User Content, Company Parties reserve the right and have absolute discretion to remove, screen or edit User Content. Company Parties also reserve the right at all times to disclose any User Content as necessary to satisfy any applicable law, regulation, legal process or governmental decrees, or to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.
- 5.11. Your activities on the Website may be connected with Clicking on ("**Click, to Click on/to**") some objects including such in the User Account. Typically, we would provide explanations on the meaning of each Click if it is not obvious (like Clicks on links to other information sections or pressing the buttons with explanations written on them). Your Clicks on the Website, especially within the User Account, may have legal consequences offline, that is, you may agree to some terms or you may make a contract. Click, to Click on/to means to select some digital object on the Website as shown on your screen or display by moving the pointer to the object's position and pressing left or right mouse button (depending on settings) in order to choose an action, complete some process or get to another section of the Website. Pressing the mouse button may be replaced by its alternatives depending on your device (hotkeys, pressing on the touchpad or display) that you typically use to select digital objects on your display. "Clicking" also includes selecting and "pushing" the Website buttons (rectangular objects with some text in them). The Clickable objects on the Website will move or change their color when you put the pointer on them.
- 5.12. It is presumed that the User knows and recognizes what the User is doing by creating a User Account and Clicking on the objects on the Website, that the User

intends to face the consequences of such Clicks and to be bound by the contracts that may follow thereafter. The User confirms that the User is fully legally capable of making transactions, that the User has reached the appropriate age to make transactions in accordance with applicable legislation, that the User is sober, mentally healthy and of appropriate level of education to evaluate the consequences of each Click.

- 5.13. We may use the live chat feature to provide support for your technical issues with the Website. We will help answer general questions you may have about the Website or other respective questions. We do not use live chat to transact, bind, manage or provide any products to you. Except as otherwise required by applicable law, we have the right not to provide you with a record of any discussion on the live chat. Any person providing technical support is not entitled to give any kind of legal or financial advice, perform any official actions on behalf of the Company or its Parties, conclude any types of agreements or otherwise provide any information on any matters that differ from strictly technical issues. All information provided during the support session constitutes a personal view of the person it was provided by and may not be similar to the official position of the Company or Company Parties.
- 5.14. You must notify us immediately of any breach of security or unauthorized use of your User Account. We will not be liable for your losses caused by any unauthorized use of your User Account. However, you may be found liable for the losses of Company or other Users due to such unauthorized use.
- 5.15. The Company reserves the right to take appropriate action against any person who misrepresents his or her identity or improperly or fraudulently accesses the Website. This action may include, but is not limited to, legal action against any person accessing this Website in violation of any state or federal law or regulation applicable.
- 5.16. The Company may terminate any User Account and, to the extent possible, any User's access to the Website if such User is determined to have taken any action inconsistent with or in violation of these Terms.
- 5.17. The Company may terminate, block or otherwise inhibit access to the Website or to the User Account of any User who is deemed to have violated any of these Terms including by blocking any IP address or other indication of the source of behavior, content or usage of the Website that violates these Terms.

## **6. INTELLECTUAL PROPERTY**

### **§1. No Rights to Company Parties Intellectual Property**

- 6.1. Company Parties retain all right, title and interest in and to the Website and the Services, 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 Website (collectively, "**Intellectual Property**").

- 6.2. Accessing the Website and using the Services does not vest you with any right, title or interest in the Intellectual Property and other rights to content which is accessible on the Website or through the Services unless otherwise is provided in Article 6.3.

## **§2. Restricted License to Use Website**

- 6.3. In order to use the Website and the Services, you are granted personal, non-exclusive, limited, non-assignable, non-transferrable, royalty free, revocable license to access, review, reproduce, cache, print, distribute and store content retrieved from the Website or the Services only within the functionality of the interface of the Website or the Services through any common consumer web browser, provided that you strictly comply with limitations contained herein.
- 6.4. You may copy certain texts on the Website for your personal use. However, you are not allowed to distribute them or otherwise use them for commercial purposes.
- 6.5. You are welcome to repost information contained on the Website for non-commercial purposes. Please make sure beforehand that there is a link to the Website in the reposted material and/or please make sure to refer to us in your comments.
- 6.6. With the exception of Articles 6.3-6.5, copying, distribution (including but not limited to licensing), broadcasting, replicating, modifying the Intellectual Property in whole or in any part without the prior written permission of the Company is prohibited.
- 6.7. Please do not launch any automated systems, including but not limited to "spiders", "offline readers" or "robots" or similar solutions with the purpose of accessing the Website in an intrusive manner. You are not allowed to send requests to the Website servers within some time period in larger amount than an average individual can reasonably produce in the same time period using a regular web browser, or scour the Website using respective software or hardware in order to show the Website contents on any other website.
- 6.8. It is strictly prohibited to collect any personally identifiable information including usernames from the Website and to use the communication systems provided by the Website (e.g. comments, email) for any unlawful purposes. You agree not to contact any User for commercial purposes.

## **7. FEEDBACK AND AGGREGATE INFORMATION**

### **§1. Feedback**

- 7.1. If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us ("**Feedback**"), you do so on your own accord and not based on any request or solicitation from us. The Feedback does not include the User Content. We reserve the right to use the Feedback for any purpose at no charge and without compensation to you. Do not send us the Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback.

- 7.2. The purpose of these Terms is to avoid potential misunderstandings or disputes if Company Parties' products, services, business ideas or business strategies might seem similar to ideas submitted to us as the Feedback. If you decide to send us the Feedback, you acknowledge and understand that the Company makes no assurances that your Feedback will be treated as confidential or proprietary.

## **§2. Aggregate Information**

- 7.3. We may gather information and statistics collectively about all visitors to the Website and users of the Services which may include the information supplied by you. This information helps us to design and arrange our web pages in a user-friendly manner and to continually improve the Website and the Services to better meet the needs of the Website users.
- 7.4. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with the Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **8. REPRESENTATIONS AND WARRANTIES**

### **§1. Your Representations and Warranties**

- 8.1. By using the Website or the Services you represent and warrant that:

#### **(A) Your Awareness of Technology and Risks**

- 8.1.1. you have read and understand these Terms;
- 8.1.2. 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 Website, the Services and method of payment for the Services specified on the Website, as well as know how to manage them, and you are solely responsible for any evaluations based on your knowledge;

#### **(B) Authority to Enter into Terms**

- 8.1.3. you have all requisite power and authority to enter into these Terms, to use the Website and the Services and to carry out and perform your obligations under these Terms. If you are using the Website or the Services 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;
- 8.1.4. you are of sufficient age to access the Website and to use the Website and the Services in accordance with the laws and regulations of your country of residence or any other applicable legal requirements;

### **(C) You are not a Restricted Person**

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

### **(D) Compliance with Applicable Laws and Regulations**

8.1.6. the entering into and performance of these Terms will not be in violation of, conflict with or constitute a material default under the following circumstances, with or without the passage of time or the giving of notice:

- (i) any provision of your constituent documents, if applicable;
- (ii) 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;
- (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
- (iv) any foreign exchange, anti-money laundering or regulatory restrictions applicable to you; or
- (v) any laws, regulations or rules applicable to you;

8.1.7. you will comply with any applicable tax obligations in your jurisdiction arising from the use of the Website, the Services, and payment for the Services;

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

### **(E) Legal Source of the Assets Used for Payment of Services**

8.1.9. the assets, including any digital assets, fiat currency, virtual currency or cryptocurrency, you use to pay for the Services are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing.

8.2. You agree that if your country of residence or other circumstances change such that any of the representations and warranties specified in Article 8.1 are no longer accurate, that you will immediately cease using the Website and the Services.

## **§2. No Company Parties' Representations and Warranties**

8.3. You hereby acknowledge and agree that the Website and the Services are provided to you on "as is", "as available" and "with all faults" basis and you use the Website and the Services exclusively at your own risk without any expressed or implied representations and/or warranties of any kind by Company Parties.

8.4. The Company and other Company Parties (if applicable) expressly disclaim all expressed and implied warranties and representations as to the Website and the Services. None of the Company Parties makes any representations or warranties, expressed or implied, including:

- 8.4.1. any warranties and representations with respect to the content, information, data, availability, uninterrupted access, Services, or products provided through or in connection with the Website;
- 8.4.2. any warranties and representations that the Website or the server that makes it available are free of viruses, worms, trojan horses or other harmful components;
- 8.4.3. any warranties and representations that the Website, its content and any Services or products provided through it are error-free or that defects in the Website, its content or the Services or products will be corrected;
- 8.4.4. any warranties and representations of title or merchantability or fitness for a particular purpose with respect to the Website, the Services, or their utility;
- 8.4.5. any warranties and representations that the Website will be compatible with your computer or other electronic equipment; and
- 8.4.6. any warranties and representations of non-infringement.

## **9. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **§1. Limitation of Company Parties' Liability**

- 9.1. In no event will the Company Parties 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 Company Parties have been advised of the possibility of such Damages, liabilities, losses, costs or expenses, arising out of or in connection with:
  - 9.1.1. the use or performance of the Website or the Services;
  - 9.1.2. any provision of or failure to provide the Website or the Services;
  - 9.1.3. any material or information available from the Website;
  - 9.1.4. any conduct or content of any third party;
  - 9.1.5. unauthorized access, use or alteration of the transmission of data or content to or from us; or
  - 9.1.6. the failure to receive in any way the transmission of any data, content, funds or property from you.
  - 9.1.7. any unlawful access to or use of the Website, any of its content or the Services;
  - 9.1.8. any reliance on or decision made on the basis of information or material shown on or omitted from the Website;
  - 9.1.9. any representation or otherwise in respect to the existence or availability of any job, vacancy, assignment or other engagement or appointment

advertised on the Website (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;

- 9.1.10. any matter affecting the Website, any of its content or the Services caused by circumstances beyond our reasonable control;
  - 9.1.11. the performance of the Website and any fault, delays, interruptions or lack of availability of the Website, the Services or products provided through the Website, which may occur due to increased usage of the Website, intermittent failures of the Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and
  - 9.1.12. any information or material on any website operated by a third party which may be accessed from the Website.
- 9.2. To the fullest extent permitted by applicable law, in no event will the aggregate liability of the Company Parties (jointly), 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 Website or the Services, exceed the amounts paid by you to the Company for content, access to the Website or use of the Services.
- 9.3. To the fullest extent permitted by applicable law, you disclaim any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever on the part of any Company Party.
- 9.4. 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.
- 9.5. 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 Website, the Services and payment for the Services, and that Company Parties should not accept any liability for any illegal or unauthorized use of the Website, the Services or method of payment for the Services. You agree to be solely responsible for any applicable taxes imposed on or in connection with any transaction contemplated herein.

## **§2. Indemnification for Losses Incurred by a Company Party**

- 9.6. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse Company Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Company Party arising from or relating to:
- 9.6.1. your access to or use of the Website or the Services;
  - 9.6.2. your User Content;
  - 9.6.3. any Feedback you provide; or

9.6.4. your violation of these Terms.

9.7. 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 a Company Party.

### **§3. Force Majeure**

9.8. Company Parties shall not be liable and disclaim 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.

9.9. 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.

### **§4. Release**

9.10. To the fullest extent permitted by applicable law, you release the Company Parties 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.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

### **§1. Applicable Law**

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

### **§2. Informal Dispute Resolution**

10.2. You and the Company 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 arbitration proceeding as stipulated in Articles 10.4-10.8.



### **§3. No Class Arbitrations, Class Actions or Representative Actions**

- 10.3. Any Dispute is personal to you and the Company 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.

### **§4. Arbitration Proceedings**

- 10.4. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.
- 10.5. The tribunal shall consist of one arbitrator nominated by the London Court of International Arbitration.
- 10.6. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English.
- 10.7. Any award of the tribunal shall be final and binding from the day it is made.
- 10.8. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

## **11. MISCELLANEOUS**

### **§1. Entire Agreement**

- 11.1. These Terms constitute the entire agreement between you and the Company relating to the use of the Website and the Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements or communications between you and any of the Company Parties, whether written or verbal, regarding the subject matter of these Terms.

### **§2. Severability**

- 11.2. 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.

### **§3. Assignment of Rights and Obligations**

- 11.3. The Company may assign Company's rights and obligations under these Terms.

### **§4. No Company's Waiver of Rights**

- 11.4. The Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

## §5. Third Party Rights

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

## §6. Notices

- 11.6. All notices, requests, claims, demands and other communications concerning these Terms ("**Notices**") that a Company Party provides to you, including these Terms, will be provided in electronic form by:
- 11.6.1. posting a Notice on the Website; or
  - 11.6.2. sending a Notice through your User Account; or
  - 11.6.3. sending an email to the email address which is associated with your User Account.
- 11.7. 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 a Company Party sends the Notice. It is your responsibility to keep your email address current and to track the Notices on the Website. You will be deemed to have received any Notice posted and/or email sent to the email address then associated with your User Account when a Company Party sends the email, whether or not you actually receive or read the email and/or the Notice.
- 11.8. Notices that you provide to a Company Party must be in the English language and delivered to the Company Party by email (info@diamco.io). Such Notices will be effective one business day after they are sent.

## §7. Interpretation

- 11.9. In these Terms, references to "**Articles**" are references to Articles of these Terms.
- 11.10. In these Terms, unless the context indicates otherwise or the contrary is expressly stated:
- 11.10.1. references to the singular include references to the plural and *vice versa*;
  - 11.10.2. references to the male include references to the female and vice versa;
  - 11.10.3. a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;
  - 11.10.4. a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction whether or not that person has a separate legal personality; and

- 11.10.5. a reference to a company shall be construed so as to include any company, corporation or other body corporate or other legal entity, wherever and however incorporated or established.
- 11.11. The headings in these Terms are inserted for convenience and reference purposes only and do not affect its interpretation.
- 11.12. The words "hereof", "herein", "hereunder" and "hereby" and words of similar import, when used in these Terms, shall refer to these Terms as a whole and not to any particular provision of these Terms.
- 11.13. Wherever the word "include", "includes" or "including" is used in these Terms, it shall be deemed to be followed by the words "without limitation".
- 11.14. These Terms may from time to time be translated into other languages. To the extent that any discrepancy may exist between the English version of these Terms and the version in another language, the English version prevails.