

# **General Terms and Conditions of Service**

## **Orion Protocol**

## **Disclaimer and Risk Statement**

*By reading this document the User (as defined below) is aware that:*

### **Disclaimer**

*The information contained in or provided from or through the Website (as defined below) is not intended to be and does not constitute financial advice, trading advice, or any other type of advice.*

### **Risk Statement**

*The Blockchain technology and crypto-assets carry significant risks for users, including the possible loss of all value allocated in crypto-assets. As highlighted by the European Supervisory Authorities (EBA, ESMA and EIOPA, the ESAS) the user shall be fully aware of the following circumstances:*

- *face the very real possibility of losing all their invested money if they buy these assets;*
- *should be alert to the risks of misleading advertisements, including via social media and influencers; and*
- *should be particularly wary of promised fast or high returns, especially those that look too good to be true.*

*Such risks arise from the novelty of this technology, the regulatory uncertainty, the possibility of hacking, the high volatility and the information asymmetry characterizing the crypto market. Users should not purchase crypto assets with funds they cannot afford to lose. Furthermore, the user is strongly encouraged to seek financial and legal advice regarding the use of crypto-assets and the use of our services.*

## Preamble

The present document (hereinafter referred to as the “**Terms & Conditions**” or “**T&C**”) governs the utilisation of <https://www.orionprotocol.io/> (hereinafter referred to as the “**Website**”) and the services offered on or through the Website (hereinafter referred to as the “**Services**”).

The Website is owned and operated by Orion Protocol Foundation, a foundation duly established under the laws of Cayman Islands, with registration number CR-355596, having its corporate seat at PO Box 2775, Artemis House, 67 Fort Street, Grand Cayman, KY1-1111, Cayman Islands (hereinafter referred to as the “**Ecosystem Operator**”).

The Website may also be available through other addresses or channels.

The present Terms & Conditions are entered into between the User (as described below) and the Ecosystem Operator. In addition, when using some features of the Services, the User may be subject to specific additional terms and conditions applicable to those features.

By browsing the Website, the User acknowledges that it has read and understood the Terms & Conditions and agrees to be bound by them and to comply with the Terms & Conditions and all applicable laws and regulations. If the User does not agree with the Terms & Conditions, it should refrain from using the Website.

The User’s consent is given once it ticks the box in the pop-up window which appears upon its first connection, which reads: “*By continuing to use our website, you agree to our Terms & Conditions, Privacy Policy and Cookies Policy*” (hereinafter referred to as the “**Consent**”).

By giving the Consent, the User confirms that their level of English is sufficient to understand legal documents as well as all the commitments, warranties, waivers, and obligations contained therein.

If the User is browsing the Website on behalf of a business or other entity, it represents and warrants that it has the necessary authority to bind that business or entity to the Terms & Conditions and that it agrees to the Terms & Conditions on behalf of that business or entity.

The Ecosystem Operator reserves the right at any time to unilaterally amend the Terms & Conditions without providing notice to the User. Any modification made to the Terms & Conditions shall be effective immediately after the upload of the updated version on the Website. The User's continued use of the Website shall constitute its acceptance of the current version of the Terms & Conditions. The User is advised to check the Terms & Conditions periodically to familiarise itself with any changes to the Terms & Conditions.

Please read the Terms & Conditions carefully as they govern your use of the Website and the Services.

## TERMS & CONDITIONS

### 1. Definitions and Interpretations

1.1. The following terms, as used herein, shall have the following meanings, unless inconsistent with the subject or context. Other capitalised terms may be defined elsewhere in these Terms & Conditions and, unless otherwise indicated, shall have such meaning throughout these Terms of Conditions.

1.1.1. "AML" shall mean Anti Money Laundering.

1.1.2. "Confidential Information" shall mean any and all information of a confidential or proprietary nature (whether or not specifically labelled or identified as "confidential"), in any form or medium whatsoever, that relates to the Parties or their respective employees, customers, independent contractors, agents or other business relations, and the disclosure of which would cause harm to either of the Parties.

1.1.3. "Consent" shall have the meaning set forth in the preamble.

1.1.4. "Cookies" are small text files that are placed on the User's computer by the Website.

1.1.5. "Cookies Policy" shall mean the cookies policy available in the Website.

1.1.6. "Ecosystem Operators" shall have the meaning set forth in the preamble.

1.1.7. "Entire Agreement" shall have the meaning set forth in paragraph 3.1.

1.1.8. "FAQ" shall have the meaning set forth in paragraph 30.1.

1.1.9. "Fee" shall have the meaning set forth in paragraph 10.1.

1.1.10. "Fee Schedule" shall have the meaning set forth in paragraph 10.1.

1.1.11. "Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission

or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organisation.

- 1.1.12. "GST" shall mean Goods and Services Tax.
- 1.1.13. "Intellectual Property" means any and all ownership or proprietary rights, rights of use or any other rights with respect to the domain names, patents and patent applications, trade secrets, trademarks and service marks, trademark and service mark registrations and applications, any other trade names, design rights, logos, copyrights, copyright registrations and applications, and any other intellectual or industrial property right in connection or related to products.
- 1.1.14. "KYB" means Know Your Business.
- 1.1.15. "KYC" means Know Your Customer.
- 1.1.16. "Laws" shall mean and include any law, regulation, or other provision that has legal effect in any jurisdiction where the Business is situated or operates;
- 1.1.17. "Marks" shall have the meaning set forth in paragraph 18.5.
- 1.1.18. "Parties" shall mean The Ecosystem Operator and the User.
- 1.1.19. "Personal Data" shall have the meaning set forth in paragraph 5.2.
- 1.1.20. "Privacy Policy" shall mean the privacy policy available on the Website.
- 1.1.21. "Prohibited Person" shall mean any individual or legal entity that is (i) a national or resident of, or legal entity formed or incorporated within or subject to the laws of any United States embargoed or restricted country; (ii) solely with respect to the non-government sanctioned trading, mining, minting of digital assets or cryptocurrency, or support of the foregoing, a national or resident of, or legal entity formed or incorporated within, or subject to the laws of the People's Republic of China; (iii) a national or resident of, or legal entity formed or incorporated within or subject to the laws of the Republic of

Cuba, Democratic People's Republic of North Korea, Islamic Republic of Iran, Libya, Republic of South Sudan, Republic of Sudan, Syrian Arab Republic, or the Crimea, Balkans, Belarus, Burma, Burundi, Central African Republic, Hong Kong, Republic of Iraq, Lebanon, Mali, Nicaragua, Ukraine, Russia, Venezuela, Yemen Zimbabwe ; (iv) included on, or affiliated with any person on, the United States Commerce Department's Denied Persons List, Entities List, or Unverified List; the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State's Debarred List; or UN Sanctions; (v) a person with whom business transactions, including exports and re-exports, are restricted by a United States Governmental Authority, including each item listed in the foregoing clauses (i), (ii), (iii), (iv) and (v) and any updates or revisions thereto and any newly published rules therefore; or (vi) a subject or target of any other economic sanctions administered or enforced by the United Nations, the European Union or the United Kingdom.

1.1.22. "Sanctions" shall mean collectively economic and commercial sanctions concerning weapons, munitions, embargoes, travel bans, asset freezing, international trade, financial transactions, and cross-border payments enforced by (a) the Swiss State Secretariat for Economic Affairs, (b) the European Union, (c) the United Nations Security Council, (d) the U.S. Department of the Treasury's Office of Foreign Assets Control, (e) the U.S. Department of State - Bureau of International Security & Non-Proliferation Sanctions, (f) His Majesty's Treasury Office of Financial Sanctions Implementation, and (g) defence trade control agencies and other governmental or international institutions.

- 1.1.23. "Services" shall have the meaning set forth in the preamble.
  - 1.1.24. "Software and Contents" shall have the meaning set forth in paragraph 17.4.
  - 1.1.25. "Tax", "Taxes" or "Taxation" shall mean any taxes, duties, levies, imposts, or other sums payable by reference to profits, revenue, or transactions.
  - 1.1.26. "Terms & Conditions" shall have the meaning set forth in the preamble.
  - 1.1.27. "Third-Party/Third-Parties" shall mean any other natural which is not a User.
  - 1.1.28. "User" shall mean a person or entity browsing the Website.
  - 1.1.29. "VAT" shall mean Value Added Tax.
  - 1.1.30. "Wallet" shall have the meaning set forth in paragraph 6.1.
  - 1.1.31. "Website" shall have the meaning given in the Preamble.
  - 1.1.32. "Whitepaper" shall mean the document published by the Ecosystem Operator to explain its project made available to the public on the following URL address: <https://www.orionprotocol.io/hubfs/whitepaper.pdf>.
- 1.2. Except where the context requires otherwise, the Terms & Conditions will be interpreted as follows:
- 1.2.1. Headings are for convenience only and shall not affect the construction or interpretation of any provision of the Terms & Conditions;
  - 1.2.2. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
  - 1.2.3. Words importing the singular shall include the plural and vice versa;
  - 1.2.4. Reference to Articles and Schedules are to articles and schedules of the Terms & Conditions;
  - 1.2.5. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neutral genders;



- 1.2.6. The ejusdem generis (of the same kind) rule will not apply to the interpretation of the Terms & Conditions, accordingly, include and including will be read without limitation;
- 1.2.7. A reference to any document (including the Terms & Conditions) is to that document as amended, consolidated, supplemented, novated, or replaced from time to time in terms thereof;
- 1.2.8. A reference to a statute or statutory provision includes, to the extent applicable at any relevant time;
- 1.2.9. That statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision whether before or after the date of these Terms & Conditions;
- 1.2.10. Any subordinate legislation or regulation made under the relevant statute or statutory provision; and
- 1.2.11. References to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

## **2. Orion Protocol**

2.1. The Ecosystem Operator developed Orion Protocol as described in the Whitepaper. Orion Protocol consists of a decentralised gateway to the crypto-assets market that aggregates and makes available to the Users several CeFi and DeFi applications operated by third parties.

2.2. Users utilise Orion Protocol in a decentralised manner, maintaining full ownership and custody of the private keys related to their blockchain-based digital wallets. Users are entirely responsible for the safety management of their private keys and validating all transactions. As the Orion Protocol smart contracts run on decentralised external networks, there is no possibility to undo, reverse, or restore any transactions.

- 2.3. This Website and the Services are provided “as is” and “as available” without a warranty of any kind. By using the Website, the User is accepting sole responsibility for any and all transactions involving their own Wallet (as defined below).
- 2.4. Given the high level of uncertainty over the legal framework concerning crypto-assets and for the purpose of mitigating the regulatory risks associated with such uncertainty, the Ecosystem Operator may change. In this case, the new legal entities shall be considered as Ecosystem Operator and shall meet their obligations under the Terms & Conditions. Any change in the Ecosystem Operator legal structure shall not affect the rights and obligations arising from the Terms & Conditions. In case of a dispute, the plaintiff shall determine the counterparties depending on the relevant services and the particular actions or omissions that affect the rights or interests of the plaintiff.

### **3. Entire Agreement & Severability**

- 3.1. The Terms & Conditions, the Privacy Policy, the Cookies Policy and the Disclaimer(s) are subject to amendments or modifications made by the Ecosystem Operator from time to time and shall constitute the entire agreement between the User and the Ecosystem Operator (hereinafter referred to as the “**Entire Agreement**”).
- 3.2. If any provision of the Terms & Conditions or, in general, of the Entire Agreement, is found to be invalid by a court or another competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

### **4. The Ecosystem Operator’s Role**

- 4.1. The Ecosystem Operator acts only as a technology service provider and does not custody assets or funds on behalf of the Users. The Ecosystem Operator does not offer or provide any payment, brokerage, trading or financial services. The Ecosystem Operator does not trade crypto-assets on behalf of others.

- 4.2. The Services shall consist of the provision of the technological tools that allow Users to perform transactions on crypto-assets through infrastructures and applications operated by third parties. No transactions happen on the Website. The Ecosystem Operator designed multiple smart contracts allowing Users to interact with the aforementioned infrastructures and applications operated by third parties.
- 4.3. The Ecosystem Operator does not and shall not give any advice whatsoever concerning crypto-assets or the use of the Services. The Ecosystem Operator makes no promises or warranties whatsoever of possible gains, profits, yields or returns, in cash or any other form, connected to the use of the Website and/or the Services.
- 4.4. The Ecosystem Operator does not guarantee in any way the success or full execution of the vision, roadmap and future plans expressed within the Whitepaper or other communication channels that may be attributed, either directly or indirectly, to the Ecosystem Operator and/or Orion Protocol.
- 4.5. The Ecosystem Operator is not a bank, a security firm, an asset manager, a portfolio manager, or an investment advisor. The Ecosystem Operator is not a financial institution or a financial service provider. The Ecosystem Operator has not received any license or authorisation from any regulatory or supervisory authority.
- 4.6. The Ecosystem Operator does not, and shall not at any time, give any financial advice whatsoever. The Ecosystem Operator is not acting as a financial institution or as a financial service provider within the context of the sale of ORN tokens or in any other context, nor the Ecosystem Operator is issuing or offering any financial instrument.
- 4.7. The guides, explanatory videos, and other contents made available through the Website or in any way attributable to the Ecosystem Operator concerning the usage of Orion Protocol shall only be used for informational purposes and shall not be deemed as an endorsement of the quality of the Services or as a recommendation to use the Services.

- 4.8. The Users shall dispose of their crypto-assets independently from the Ecosystem operator through infrastructures and applications operated by third parties. The Ecosystem Operator shall have no control or custody of the crypto-assets transferred by the Users. The Users shall be responsible for the payment of the fees related to their transactions on infrastructures and applications operated by third parties.
- 4.9. The Services may not be available in certain jurisdictions or regions or to certain Users. The Ecosystem Operator reserves the right to choose markets and jurisdictions to conduct business and may restrict, automatically offboard, refuse, suspend, restrict, or block at its sole discretion, the provision of the Services in certain countries or regions. The Ecosystem Operator reserves the right to change, modify, suspend, restrict or block the access to the Services, or impose additional restrictions to the Users at its sole discretion at any time.

## **5. Privacy and Cookie Policy**

- 5.1. The User agrees that the Ecosystem Operator may collect, process, and use personal data about the User according to the Privacy Policy, which sets out the terms on which we process any personal data we collect from the User, or that the User provides to us.
- 5.2. By using the Website, the User consents to process all data it releases within the Website and Platform (hereinafter referred to as the “**Personal Data**”).
- 5.3. The User warrants that the Personal Data provided is accurate, complete and updated.
- 5.4. The Cookies are widely used in order to make the Website work, or work more efficiently, as well as to provide information to the Ecosystem Operator.
- 5.5. The Cookies are used to collect information about how Users use the Website.
- 5.6. The Ecosystem Operator uses the information provided by the Cookies to compile reports and to improve the Website and the Platform.

5.7. The Cookies collect information in an anonymous form, including, but not limited to, the number of the Users on the Website, where the Users have come to the Website from and the pages they visited.

5.8. By using the Website, the User agrees that the Ecosystem Operator can place the Cookies on its device.

## **6. Orion Protocol Requirements**

6.1. To use the Services, the User needs a compatible blockchain-based digital wallet (hereinafter referred to as the “**Wallet**”).

6.2. By accessing the Platform, the User represents and warrants that:

6.2.1. as an individual, it is at least eighteen (18) or is of legal age to form a binding contract under applicable laws;

6.2.2. as an individual, legal person, or other organisation, it has full legal capacity and sufficient authorisations to enter into the Terms & Conditions;

6.2.3. it has not been previously suspended or removed from using the Services;  
and

6.2.4. Its use of the Services will not violate any and all laws and regulations applicable to the User, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

## **7. User obligations, representations and warranties**

7.1. The User undertakes to use the Website and the Services in compliance with the Terms & Conditions and all applicable law and regulations. The User further agrees that it will not:

7.1.1. Violate any applicable law and regulation, including, without limitation, any relevant and applicable AML/CTF laws and regulations, tax obligations, reporting duties, and data collection legal provisions;

- 7.1.2. Use the Platform and the Website for any unlawful purpose or to facilitate any criminal offence;
- 7.1.3. Export, re-export, or transfer, directly or indirectly, any Ecosystem Operator's technology;
- 7.1.4. Infringe on or misappropriate any contract, intellectual property or other third-party rights, or commit a tort while using the Website;
- 7.1.5. Misrepresent the truthfulness, sourcing or reliability of any content on the Website;
- 7.1.6. Use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit another User from enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Website, the underlying software infrastructure that allows the provision of the Services or the Ecosystem Operator in any manner;
- 7.1.7. Attempt to circumvent any Know-Your-Customer (KYC) and/or Know-Your-Transaction (KYT) investigation software and digital tool, content-filtering techniques and any cybersecurity measures that the Ecosystem Operator employs on the Website, or attempt to access any area of the Website that it is not authorised to public access;
- 7.1.8. Use any robot, spider, crawler, scraper, or other automated hardware or software, to access the Website to extract data or to process transactions;
- 7.1.9. Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website;
- 7.1.10. Post content or communications on the Website that is, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive,

discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

7.1.11. Post content on the Website containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Website; or

7.1.12. Encourage, induce or facilitate any third party to engage in any of the activities prohibited under the Terms & Conditions.

## **8. Taxes**

8.1. The User is responsible for its taxes and reporting duties. Users bear sole responsibility for paying any and all taxes and duties imposed by any Governmental Authority associated with their use of the Services and/or payable as the result of using and/or transacting any crypto-assets and interacting with smart contracts. Blockchain-based transactions are novel, and their tax treatment is uncertain. The Ecosystem Operator suggest the User to seek proper legal and tax consultancy over their legal obligations in this regard.

## **9. Risk Disclosure**

9.1. The User acknowledges and agrees that it shall access and use the Services at its own risk. The risk of loss in trading crypto-assets can be substantial. The User should, therefore, carefully consider whether such trading is suitable for it in light of its circumstances and financial resources. The User should be aware of the following points:

9.1.1. The User may sustain a total loss of the funds in its Wallet, and, in some cases, it may incur losses beyond such funds;

9.1.2. Under certain market conditions, you may find it difficult or impossible to liquidate a position (this can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market);

9.1.3. Placing contingent orders will not necessarily limit the User's losses to the intended amounts since market conditions may make it impossible to execute such orders; and

9.1.4. all crypto-assets positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.

9.2. The User acknowledges that there are risks associated with utilising an internet-based trading system, including, but not limited to, the failure of hardware, software, internet connection, servers, and third party infrastructure, application, networks and protocols. The User acknowledges that the Ecosystem Operator shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

## **10. Fees**

10.1. The User agrees to pay the Ecosystem Operator the fees related to their use of the Services (hereinafter referred to as the "**Fees**") as indicated on the Website (hereinafter referred to as the "**Fee Schedule**"), which the Ecosystem Operator may change from time to time.

10.2. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule, and will apply prospectively to any usage of the Services that take place following the effective date of such revised Fee Schedule publication.

10.3. In addition to the Fees, the Ecosystem Operator may impose additional charges related to the User's use of its Wallet.

10.4. The User is solely responsible for paying any fees imposed by a third party service provider.



10.5. The User authorises the Ecosystem Operator, or its designated payment processor(s), to charge or deduct its Wallet for any applicable Fees owed in connection with trades the User completes via the Platform.

## **11. Wallet Usage Requirement**

11.1. The Ecosystem Operator reserves the right to suspend, freeze or ban any Wallet at any time by its sole discretion.

11.2. If the User suspects or becomes aware of any unauthorised use of its Wallet, it should notify the Ecosystem Operator immediately.

11.3. The Ecosystem Operator assumes no liability for any loss or damage arising from the use of the Wallet by the User or any third party with or without the User's authorisation.

## **12. Wallet Security**

12.1. The User agrees to be solely responsible for taking the necessary security measures to protect their Wallet and other personal information.

12.2. The User should be solely responsible for keeping safe its Wallet and be responsible for all the Fees and transactions under thier Wallet.

12.3. The Ecosystem Operator assumes no liability for any loss or consequences caused by authorised or unauthorised use of the User's Wallet, including but not limited to information disclosure, information release, consent, or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

12.4. By using the Services, the User hereby agrees that:

12.4.1. It will notify the Ecosystem Operator immediately if it is aware of any unauthorized use of its Wallet or any other violation of security rules;

12.4.2. It will strictly abide by all mechanisms or procedures of Orion Protocol regarding security, authentication, trading, charging, and withdrawal; and

- 12.4.3. It will take appropriate steps to log out from Orion Protocol at the end of each visit.

### **13. Prohibited Actions**

- 13.1. The User is entitled to use the Website only in conformity with the laws of its country of residence and of the country from which it accesses the Website.
- 13.2. The User may solely make legal use of the Website and any illegal or inappropriate use of the Website is banned. In particular, the User agrees to browse the Website lawfully and without any violation of the Terms & Conditions or any applicable law and agrees not to do any of the following actions in connection with its use of the Website:
  - 13.2.1. access or use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behaviour or content;
  - 13.2.2. access or use the Website for any illegal or unauthorised purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms & Conditions or any other terms or policies provided in connection with the Website;
  - 13.2.3. intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
  - 13.2.4. damage, disable, overburden, or impair the functionality of the Website in any manner;
  - 13.2.5. distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;

- 13.2.6. upload, post, transmit, distribute, or otherwise make available any material that contains software viruses, malware, ransomware or spyware or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Users or of The Ecosystem Operator;
- 13.2.7. export or re-export any applications, code or tools developed by and proprietary to the Ecosystem Operator except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- 13.2.8. use any robot, spider, crawler, scraper, or other automated means or interface not provided or authorised by us to access the Website or to extract data or information from the Website;
- 13.2.9. commercialize any application, code, or any information or software associated with such application and/or the Website without the prior consent of the Ecosystem Operator;
- 13.2.10. upload, post, transmit, distribute, store, or otherwise make publicly available on the Website any personal data of Users or of any third-party without the person's prior explicit consent;
- 13.2.11. harvest or otherwise collect information or data about Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- 13.2.12. upload, post, transmit, distribute, store, or otherwise make available content that, in the sole judgment of the Ecosystem Operator, is objectionable, misleading or which restricts or inhibits any other person from using the

Website, or which may expose the Ecosystem Operator or its Users to any harm or liability of any type;

- 13.2.13. upload, post, transmit, distribute, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offence;
- 13.2.14. copy, modify, distribute, sell, or lease any part of the Website;
- 13.2.15. reverse engineer or attempt to extract the source code of the Website;
- 13.2.16. interfere or attempt to disrupt the Website in any way;
- 13.2.17. circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website or third parties;
- 13.2.18. infringe upon or violate the rights of The Ecosystem Operator, the Users or any third party; and
- 13.2.19. facilitate or assist another person to do any of the above acts.

#### **14. Survival**

- 14.1. All provisions of these Terms & Conditions, which by their nature extend beyond the expiration or termination of these Terms & Conditions, including, without limitation, sections pertaining to suspension or termination, Orion Protocol 's ban, debts owed to the Ecosystem Operator, the general use of the Website, disputes with Ecosystem Operator, and general provisions, shall survive the termination or expiration of these Terms of Use.

#### **15. No Waiver**

- 15.1. The Ecosystem Operator's failure to enforce a provision of the Terms & Conditions does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.
- 15.2. If you are in contravention of any of the Terms & Conditions and we refrain from taking action against you, The Ecosystem Operator's forbearance does not constitute

a waiver, and the Ecosystem Operator may nonetheless take action against you in the future or if you violate

## **16. Modifications**

- 16.1. The Ecosystem Operator reserves the right to make any changes to the Terms & Conditions at its sole discretion. The User continued use of the Website after any such changes, with or without having explicitly accepted the new Terms & Conditions, shall constitute your consent to such changes.
- 16.2. If the user does not agree to such changes, it has no right to obtain information or access to the Website and must immediately cease use of it. The User is responsible for regularly verifying the Terms & Conditions in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

## **17. The Website**

- 17.1. The Website is provided to you on an “as is” basis, without warranties of any kind, either expressed or implied, to the maximum extent permitted under applicable law.
- 17.2. The Ecosystem Operator grants the User a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Website and its content for its personal, non-commercial use, and to display the content of the Website exclusively on its computer screen or on other devices (such as smartphones or tablets), subject to its compliance with the Terms & Conditions and our policies.
- 17.3. All other uses are prohibited without the Ecosystem Operator’s prior written consent.
- 17.4. Except as otherwise agreed upon, if the Ecosystem Operator enables the use of software, content, virtual items, or other materials owned or licensed by the Ecosystem Operator (hereinafter: the “**Software and Content**”), the Ecosystem Operator hereby grants the User a non-exclusive, non-transferable, non-sublicensable and revocable, worldwide license to access and use the Software and Content solely

for personal and non-commercial purposes, conditioned on its compliance with the Terms & Conditions.

- 17.5. The User will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by the Ecosystem Operator or as permitted under applicable law. Any unauthorised use of the Software and Content is strictly prohibited and will terminate the license granted in the Terms & Conditions.
- 17.6. No licenses or rights are granted to the User by implication or otherwise, except for the licenses and rights expressly granted to the User.
- 17.7. If the User provides the Ecosystem Operator with any feedback or comments regarding the Website, it grants the Ecosystem Operator the right to use such feedback or comments for any purpose without restriction or payment to you.

## **18. Trademarks**

- 18.1. Orion Protocol's names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of the Ecosystem Operator or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website.
- 18.2. Access to the Website does not authorise anyone to use any name, logo, or mark in any manner whatsoever.
- 18.3. The Orion Protocol and the Ecosystem Operator marks and logos are trademarks. The use or the display of these trademarks without explicit written permission of the Ecosystem Operator is prohibited.

- 18.4. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any right or license to use any of the Orion Protocol marks without the prior explicit written consent of the Ecosystem Operator.
- 18.5. The trademark together with the other graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Website are the trademarks or trade dress of the Ecosystem Operator (hereinafter referred to as the "**Marks**").
- 18.6. The User may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Ecosystem Operator endorses any product or service.
- 18.7. The User may not reproduce or use the Marks without the prior written permission of the Ecosystem Operator.
- 18.8. Other IPs
  - 18.8.1. nothing herein gives the User any rights to any other trademarks or other intellectual property rights belonging to the Ecosystem Operator including, without limitation, Impssbl, Orion Protocol, Superclothes, Imaginary Women and the associated logos. All these rights are expressly reserved in the name of the Ecosystem Operator.

## **19. Reservation Of Rights**

- 19.1. The Ecosystem Operator may block, terminate, or suspend your ability to use or access the Website, in whole or in part, without notice and at all times, at the sole discretion of the Ecosystem Operator, as well as close or interrupt the Website.
- 19.2. The Ecosystem Operator reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws, or policies referenced herein, or if you otherwise create risk or possible legal exposure for the Ecosystem Operator.

- 19.3. The Ecosystem Operator reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of the Terms & Conditions.

## **20. Availability**

- 20.1. The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.
- 20.2. The English language version of these Terms & Conditions shall be the prevailing version in the event of any discrepancy between any translated versions of these Terms of Use.

## **21. Network Costs**

- 21.1. The User may be charged by your network provider for data services, or any other third-party charges as may arise while using the Website and you accept responsibility for such charges.
- 21.2. If the User is not the bill payer, we will assume that it has received permission from the bill payer.

## **22. Downtime**

- 22.1. Since the Website is web-based, it might be subject to temporary downtime.
- 22.2. From time to time, the Ecosystem Operator also updates or maintains the Website, which will result in the Website not being available for a certain period of time. The Ecosystem Operator does not warrant that the Website operates uninterrupted or error-free.
- 22.3. The Ecosystem Operator is not responsible for any damages or losses suffered by the User as a result of any failure or interruption of the Website or suspension of its access to the Website.



## **23. Computer Malware**

- 23.1. The Ecosystem Operator shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect the Parties' computer or other equipment, or any phishing, spoofing or other attack.
- 23.2. The Ecosystem Operator advises the regular use of reputable and readily available virus screening and prevention software. The Parties should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Orion Protocol.

## **24. Limitations Of Damage and Liability**

- 24.1. In no event shall the Ecosystem Operator, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Whitepaper and the Terms & Conditions, or with the use of the Website and/or the Services.
- 24.2. The Terms & Conditions set out the full extent of the Ecosystem Operator's obligations and liabilities with respect to the Website and the Services. To the maximum extent possible by law, the Ecosystem Operator excludes all and any warranty, guaranty, and responsibility in relation to or subsequent to the website, its content, and its services.
- 24.3. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you.

24.4. The Ecosystem Operator will not be held liable for any loss of crypto-assets and/or other damage incurred by you as a result of the transfer of crypto-assets to your wallet or loss of key or attack on your wallet.

24.4.1. Without limiting the foregoing, you hereby understand and agree that the Ecosystem Operator will not be liable for any losses or damages arising out of or relating to:

24.4.1.1. Any inaccuracy or defect of the Services;

24.4.1.2. Any error or delay in the transmission of data;

24.4.1.3. Interruption in any data;

24.4.1.4. Regular or unscheduled maintenance carried out by the Ecosystem Operator and service interruption and change resulting from such maintenance;

24.4.1.5. Any damages incurred by other users' action, omission, or violation of these terms;

24.4.1.6. Any damage caused by illegal actions of other third parties;  
and

24.4.1.7. Other exemptions mentioned in disclaimers and platform rules issued by finance.

24.4.2. To the maximum extent permitted by applicable law, in no event will the Ecosystem Operator, its affiliates and their respective shareholders, members, directors, officers, employees, attorney, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever, even if the Ecosystem Operator has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were

a result of the Ecosystem Operator's gross negligence, fraud, willful misconduct or intentional violation of law.

24.4.3. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

## **25. Force Majeure**

25.1. The Ecosystem Operator shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from:

- 25.1.1. Act(s) of war or threat of war; or
- 25.1.2. Riots, civil strife, or terrorist activity; or
- 25.1.3. Industrial disputes, natural or nuclear disasters; or
- 25.1.4. Fire, airport closures, bad weather conditions; or
- 25.1.5. Interruption or failure of a utility service including lack of electricity; or
- 25.1.6. The acts of any local or national government such as an imposition of economic sanctions; or
- 25.1.7. Cyber-terrorism, cyber-attacks, hacking, bugs; or
- 25.1.8. Nuclear disaster or explosion;
- 25.1.9. Crypto market collapse or fluctuations;
- 25.1.10. Instances, where the possibility to carry out the Services, are materially and adversely affected under the Terms, even though all reasonable precautions, due care, and reasonable alternative measures to avoid these instances have been taken to diminish the inability to perform such Services;
- 25.1.11. technical problems, including hardware and software crashes and other malfunctions, blockchain network disruptions and failures, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or

caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures; and

25.1.12. pandemic-related events and lockdown restrictions, defined here as force majeure.

## **26. Indemnification**

26.1. The User agrees to indemnify and hold the Ecosystem Operator, its affiliates, and each of their respective officers, directors, agents, joint venturers, employees and representatives harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

26.1.1. Its breach of these Terms & Conditions;

26.1.2. Its misuse of the Website and/or the Services;

26.1.3. Its violation of the Terms & Conditions or any other applicable terms, policies, warnings, warranties, or instructions provided by the Ecosystem Operator or a third-party in relation to the Website and/or the Services;

26.1.4. Its violation of any applicable law or any rights of any third-party.

## **27. Links**

27.1.1. The Website may contain links that direct you to third-party websites. The Ecosystem Operator rejects any liability on said Third-party websites, which are solely provided in the Users interest.

27.1.2. The Ecosystem Operator has no influence on the content of third-party websites. The Ecosystem Operator, therefore, cannot assume any guarantee for the accuracy, completeness, or safety of this Third-party content.

## **28. Notice Of Claim and Dispute Resolution Period**

28.1. The Ecosystem Operator wants to address the User's concerns without resorting to formal legal proceedings, if possible. If the User has a dispute with the Ecosystem

Operator, then the User should contact the Ecosystem Operator, and a ticket number will be assigned.

- 28.2. The Ecosystem Operator will attempt to resolve the User's dispute internally as soon as possible.
- 28.3. The Parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).
- 28.4. In the event, the dispute cannot be resolved satisfactorily, and the User wishes to assert a legal claim against the Ecosystem Operator, then the User agrees to set forth the basis of such claim in writing in a "Notice of Claim", as a form of prior notice to Ecosystem Operator.
- 28.5. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your email.
- 28.6. The Notice of Claim should be submitted to an email address or hyperlink provided in the User's correspondence with the Ecosystem Operator. After the User has provided the Notice of Claim to The Ecosystem Operator, the dispute referenced in the Notice of Claim may be submitted by either the Ecosystem Operator or the User to arbitration in accordance with the paragraph below.

## **29. Governing Law and Dispute Resolution**

- 29.1. Any dispute, controversy, or claim arising out of, or in relation to, these Terms & Conditions, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be

Geneve (CH). The language to be used in the arbitral proceedings shall be English.

- 29.2. The Parties agree that any dispute is personal to the User and the Ecosystem Operator and that any dispute shall only be resolved by individual litigation and shall not be brought as a class action or any other representative proceeding. The User agrees that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.
- 29.3. In case of dispute, the User shall maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

### **30. Contact**

- 30.1. If the User has any feedback, question, or complaint, contact the Ecosystem Operator via email at [info@orionprotocol.io](mailto:info@orionprotocol.io) or through the fast answer question service (hereinafter referred to as the “FAQ”) on the Website.
- 30.2. When the User contacts Orion Protocol, please provide the Ecosystem Operator with its name, address, and any other information needed to identify the User, its Reference, and the issue on which you have feedback, questions, or complaints.
- 30.3. If the User has any questions concerning the processing of its data, please address its correspondence to the Orion Protocol Data Protection Officer at: [info@orionprotocol.io](mailto:info@orionprotocol.io).
- 30.4. If the User is currently receiving marketing information that it would prefer not to receive in the future, please email at: [info@orionprotocol.io](mailto:info@orionprotocol.io)