

TERMS OF USE

Last Updated: March 30, 2022

These Terms of Use ("**Terms**") set forth the binding legal agreement between you and Input Output Global, Inc. (together with our subsidiaries and affiliates, referred to as "**IOG**," "**we**," or "**us**" in this Agreement). These Terms govern your use of this website and all of the related websites, mobile apps, products and services offered by IOG and its affiliated entities including our plug-ins and browser extensions (collectively, the "**Products**").

We encourage you to review these Terms carefully. By accessing or using the Products in any way, including browsing any IOG-owned website, you are agreeing to these Terms in their entirety. If you do not agree to any of the Terms, you may not use the Products.

1. Using the Products.

- a. **Who can use the Products.** You must be at least the age of majority in the jurisdiction where you live to use the Products.
- b. **Product Changes.** We reserve the right to make changes or updates to Products, including content and formatting, at any time without notice. We reserve the right to terminate or restrict access to the Products (including any accounts you may have created through your use of the Products) for any reason whatsoever at our sole discretion.
- c. **Privacy Policy.** Our privacy practices are set forth in our [Privacy Policy](#). By using the Products in any way, you understand and acknowledge that the terms of the Privacy Policy apply to you.
- d. **Additional Terms.** Specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through various Products or transactions concluded through the Products. Such specific terms may be in addition to these Terms or, where inconsistent with these Terms, only to the extent the content or intent of such specific terms is inconsistent with these Terms, such specific terms will supersede these Terms.
- e. **Feedback.** We welcome your feedback and suggestions about how to improve the Products. Feel free to submit feedback at <https://iohk.io/en/contact>. By submitting feedback in this or in **any** other manner to us, you grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, without any restriction or compensation to you, as further described in Section 2(b) below.

2. Your Content

- a. **Definition of Your Content.** The Products may enable you to post materials, including without limitation photos, profile pictures, messages, comments, and testimonials. You may also post reviews of third-party service providers, third-party products, or third-party services. All materials that you post on the Products will be referred to collectively as "**Your Content**."
- b. **License and Permission to Use Your Content.** You hereby grant to us and our affiliates, licensees and sublicensees, without compensation to you or others, a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish,

transmit and distribute Your Content, or any portion thereof, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration

of any copyright or other rights in Your Content. Such permission will be perpetual and may not be revoked for any reason, to the maximum extent permitted by law. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in Your Content. If you identify yourself by name or provide a picture or audio or video recording of yourself, you further authorize us and our affiliates, licensees and sublicensees, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likeness throughout the world, and such permission will be perpetual and cannot be revoked for any reason, except as required by applicable law. You further agree that we may use Your Content in any manner that we deem appropriate or necessary, including but not limited to IOG Business Purposes. **"IOG Business Purposes"** means any use in connection with a Product or IOG cobranded website, application, publication or service, or any use which advertises, markets or promotes Products, the services or the information within the Products, IOG, or its affiliates. IOG Business Purpose specifically includes the use of Your Content within the Products in connection with features and functions offered by IOG to our users that enable them to view and interact with Your Content (such as DApp reviews).

- c. **Ownership.** We acknowledge and agree that you, or your licensors, as applicable, retain ownership of any and all copyrights in Your Content, subject to the non-exclusive rights granted to us in the paragraph above, and that no ownership of such copyrights is transferred to us under these Terms, except as may otherwise be provided in these Terms or another agreement between you and IOG.
- d. **Your Responsibilities for Your Content.** By posting, uploading, or submitting Your Content to any Products, you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use Your Content in this manner. This includes obtaining the right to grant us the rights to use Your Content in accordance with these Terms. You are in the best position to judge whether Your Content is in violation of intellectual property or personal rights of any third-party. **You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with Your Content.** You are responsible for ensuring that Your Content does not violate any applicable law or regulation, including but not limited to the intellectual property rights of any third party. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.
- e. **Limits.** We reserve the right to remove Your Content, in whole or part, for any reason without notice. We do not guarantee that we will publish any or all of Your Content.

3. Our Content and Materials.

- a. **Definition of Our Content and Materials.** All intellectual property in or related to the Products (specifically including, but not limited to, our software, the IOG marks, the IOG logos) ("**Our Content and Materials**") is the property of IOG.
- b. **Our License to You.** Subject to these Terms of Use, including the restrictions below, we grant you a limited non-exclusive license to use and access Our Content and Materials in connection with your use of the Products. Except as expressly agreed to otherwise by us (such as your entering into another other agreement with us), your use of the Products must be limited to personal, non-commercial use. We may terminate this

license at any time for any reason. Except for the rights and license granted in these Terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise. Notwithstanding the foregoing, some content may be subject to open-source licenses, in which case the specific license(s) mentioned in connection with such content shall apply.

- c. **Restrictions.** Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Our Content and Materials without our express written permission. Your permitted use of the Products expressly excludes commercial use by you of any product descriptions for the benefit of another merchant. You are expressly prohibited from any use of data mining, robots, or similar data gathering and extraction tools in your use of the Products. You may view and print a reasonable number of copies of web pages located on the Products for your own personal use, provided that you retain all proprietary notices contained in the original materials, including attribution to IOG. We have no obligation to delete content that you personally may find objectionable or offensive.
- d. **Ownership.** You acknowledge and agree that the Products and IOG marks will remain the property of IOG. The content, information and services made available on the Products are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by using or interacting with the Products.

4. Other Offerings on the Products.

- a. **Third-Party Services.** Please note that the Products may enable access to third-party content, products, and services, and may offer interactions with third parties that we do not control (collectively "**Third-Party Services**"). The availability of any Third-Party Services on the Products does not imply our endorsement or verification of the Third-Party Services. We assume no responsibility for, nor do we endorse or verify the content, offerings or conduct of third parties (including but not limited to the products or services offered by third parties or the descriptions of the products or services offered by third parties). We make no warranties or representations with respect to the accuracy, completeness or timeliness of any content posted on or in the Products by anyone.
- b. **Third-Party Sites.** The Products may contain links to other websites (the "**Third-Party Sites**") for your convenience. We do not control the linked websites or the content provided through such Third-Party Sites. Your use of Third-Party Sites is subject to the privacy practices and terms of use established by the specific linked Third-Party Site, and we disclaim all liability for such use. The availability of such links does not indicate any approval or endorsement by us.

5. Reporting Violations of Your Intellectual Property Rights.

For information about how to submit a request for takedown if you believe content on the Products infringes your intellectual property rights, please read our [Digital Millennium Copyright Act \(DMCA\) Policy](#). We endeavor to respond promptly to requests for content removal, consistent with our policies described above and applicable law.

6. Disclaimers and Limitations of Liability.

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF IOG ENTITIES TO YOU.

THE "IOG ENTITIES" MEANS IO GLOBAL, INC., IOG SINGAPORE PTE. LTD. AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

- a. WE ARE PROVIDING YOU THE PRODUCTS, SERVICES, INFORMATION, OUR CONTENT AND MATERIALS, PRODUCT DESCRIPTIONS, AND THIRD-PARTY CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE IOG ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. NOTHING CONTAINED IN THE PRODUCTS IS INTENDED TO BE LEGAL, FINANCIAL, OR TAX ADVICE.
- b. THE IOG ENTITIES MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR: (i) CONTENT POSTED BY ANY THIRD-PARTY ON THE PRODUCTS, (ii) THE PRODUCT DESCRIPTIONS OR PRODUCTS, (iii) THIRD-PARTY SITES AND ANY THIRD-PARTY PRODUCT OR SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE IOG PRODUCTS, AND (iv) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR ANY IOG PRODUCT.
- c. THE IOG ENTITIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF ANY OF ITS WEBSITES. YOU ACKNOWLEDGE ANY INFORMATION SENT THROUGH A WEBSITE MAY BE INTERCEPTED. THE IOG ENTITIES DO NOT WARRANT THAT ITS WEBSITES OR THE SERVERS WHICH MAKE THIS WEBSITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY IOG ENTITIES ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. THE IOG ENTITIES DO NOT WARRANT THAT ANY E-MAIL OR OTHER ELECTRONIC CORRESPONDENCE BEING SENT TO IOG WILL BE TIMELY RECEIVED OR PROCESSED. THE IOG ENTITIES SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENCES OF NOT TIMELY RECEIVING OR PROCESSING ANY E-MAIL OR OTHER ELECTRONIC CORRESPONDENCE.
- d. YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IOG ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE IOG ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF THE IOG ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF AND IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ANY IOG PRODUCTS OR (ii) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED DOLLARS (USD\$100). YOUR USE OF THE PRODUCTS, INFORMATION, OR SERVICES IS AT YOUR SOLE RISK.

7. Indemnification.

You agree to fully indemnify, defend, and hold the IOG Entities and their directors, officers, employees, consultants, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your breach of any part of these Terms, including but not limited to any policies referenced herein; (b) any allegation that any materials you submit to us or transmit to the Products infringe or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Products or other websites to which the Products are linked; and/or (d) your negligent or willful misconduct.

8. Dispute Resolution.

If you have a dispute with IOG, you agree to contact us using the form at <https://iohk.io/en/contact/> to attempt to resolve the issue informally first.

9. Communications.

You are not required to agree to receive promotional text messages, calls or prerecorded messages as a condition of using the Products. By electing to submit your phone number to us and agreeing to these Terms, you agree to receive communications from the IOG Entities, including via text messages, calls, pre-recorded messages, and push notifications, any of which may be generated by automatic telephone dialing systems. These communications include, for example, operational communications concerning your account or use of the Products, updates concerning new and existing features on the Products, communications concerning promotions run by us or third parties, and news relating to the Products and industry developments. Standard text message charges applied by your telephone carrier may apply to text messages we send. If you submit someone else's phone number or email address to us to receive communications from the IOG Entities, you represent and warrant that each person for whom you provide a phone number or email address has consented to receive communications from IOG.

If you wish to stop receiving promotional emails or promotional text messages, we provide the following methods for you to opt-out or unsubscribe: (a) follow the instructions we provide in the email or initial text message for that category of promotional emails or text messages or (b) if you have an account on the Products, you may opt-out or unsubscribe using your settings.

10. Miscellaneous.

- a. **Application Provider Terms.** If you access the Products through an IOG application, you acknowledge that these Terms are between you and IOG only, and not with an application service or application platform provider (such as Apple, Inc., or Google Inc.), which may provide you the application subject to its own terms of use.
- b. **Controlling Law and Jurisdiction.** These Terms will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to their conflict-of-law provisions. You and IOG agree to submit to the personal jurisdiction of a federal or state court located in New York, New York for any actions for which the dispute resolution provision, as set forth in Section 8, does not resolve.
- c. **Changes.** We reserve the right to change the terms of these Terms, consistent with applicable law. You agree that your continued use of the Products after such changes

become effective constitutes your acceptance of the changes. If you do not agree with any updates to these Terms, you may not continue to use the Products. Be sure to return to this page periodically to ensure your familiarity with the most current version of the Terms of Use. Any changes to the Terms will be effective on a going forward basis.

- d. **Languages.** The English version of these Terms will be the binding version and all communications, notices, and other actions and proceedings relating to these Terms will be made and conducted in English, even if we choose to provide translations of these Terms into the native languages in certain countries. To the extent allowed by law, any inconsistencies among the different translations will be resolved in favor of the English version.
- e. **Assignment.** No terms of these Terms, nor any right, obligation, or remedy hereunder is assignable, transferable, delegable, or sublicensable by you except with IOG's prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. IOG may assign, transfer, or delegate these Terms or any right or obligation or remedy hereunder in its sole discretion.
- f. **Waiver.** Our failure to assert a right or provision under these Terms will not constitute a waiver of such right or provision.
- g. **Headings.** Any heading, caption, or section title contained is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.
- h. **Further Assurances.** You agree to execute a hard copy of these Terms and any other documents, and take any actions at our expense that we may request to confirm and effect the intent of these Terms and any of your rights or obligations under these Terms.
- i. **Entire Agreement and Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Products and constitutes the entire agreement between you and us regarding the Products. If any part of these Terms is found to be unenforceable, then that part will not affect the enforceability of the remaining parts of the Agreement, which will remain in full force and effect.
- j. **Survival.** The following provisions will survive expiration or termination of these Terms: Section 2 (Your Content), Section 3(c)(Restrictions) and 3(d)(Ownership), Section 6 (Disclaimers and Limitations of Liability), Section 7 (Indemnification), Section 8 (Dispute Resolution) and Section 10 (Miscellaneous).
- k. **Contact.** Feel free to [contact us](#) with any questions about these Terms. You can also write to us at:

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