

## TERMS OF USE

Last updated on 1 July 2018

These Terms of Use (this “**Agreement**”) constitute a legal agreement between you (hereinafter referred to as “**User**” or “**You**”), and Crypto Zeus PTE. Ltd., a company incorporated in Singapore under registration number 201726701R (“**Crypto Zeus**” or “**We**”) in relation to the testing period of the Platform of Crypto Zeus (the “**Platform**”) available at website [www.zeus.exchange](http://www.zeus.exchange) (the “**Website**”).

Crypto Zeus enables users to test its Platform. User acknowledges and agrees that Crypto Zeus is a technology services provider that does not supervise, direct or control User.

- 1.1 By clicking the “I ACCEPT” button below You confirm that You have read, accepted and agreed to be bound by the terms of this Agreement, our Privacy Policy and all other instructions provided in relation to the Platform and the services available at the Platform (the “**Services**”). If there is any reason why You would not be able to enter a legally binding agreement for whatever reason, You shall not use the Platform.
- 1.2 The Platform operates in a test mode and we, the founders, developers and other persons related to the operation of the Platform bear no liability whatsoever in relation to the Platform’s functionality, operations, any errors on the Platform or the Website. The Users at the Platform register on it and use it at their own risk. By using the Platform you confirm that you have carefully read, understood and accepted all the provisions of this Agreement.
- 1.3 We will not be responsible for a check and verification of the Users, their qualification, capability to enter into contractual obligation whatsoever and will not be responsible for their obligations, their compliance with the legal requirements, restrictions or limitations applicable to them in the jurisdiction of their residence.
- 1.4 Use of the Platform and entering into transactions via the Platform might be illegal, restricted or limited in some jurisdictions and We require that You check the applicable legislation of Your jurisdiction and, if necessary, seek professional legal advice on this matter, before You enter into this Agreement.
- 1.5 We and other related organisations may be required in virtue of applicable laws to obtain, verify, and record information identifying each person who wishes to use the Services. By accepting the terms and conditions of this Agreement, You agree to Our registration and verification policy.
- 1.6 We reserve the right at any time to update, modify, improve, change, enhance, or discontinue any part or all of the Platform, with or without notice to You.

## 2 REGISTRATION AS A USER

- 2.1 To test the Platform You are requested to register as a User.
- 2.2 You should provide Us with accurate information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Platform.

## 3 CONDITIONS OF USE

- 4 You shall be fully responsible for any declarations, clearances or contributions and any other liabilities, contributions, assessments or claims which may arise from or should be made in connection with this Agreement.
- 5 You agree that You shall only use the Platform for legal purposes and shall:
  - a) have full power and authority to enter this Agreement;

- b) be over the age of 18;
  - c) not engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by Crypto Zeus in its discretion;
  - d) not use the Platform in any manner inconsistent with this Agreement;
  - e) not act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or any operating system;
  - f) not infringe Our intellectual property rights or those of any third party in relation to Your use of the Platform;
  - g) not use the Platform in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users; and
  - h) not collect or harvest any information or data from the Platform or Our systems or attempt to decipher any transmissions to or from the servers running any Platform.
- 6** You will participate in the testing of the Platform, purpose of which is to assess the Platform's functionality and detect error in it.
- 7** During the testing You are not granted any additional rights or privileges and no remuneration is paid. You act as an independent contractor and not an employee of Crypto Zeus.
- 8** We are not responsible for any events that occur in the process of the testing. You hereby agree that You are participating in the testing at Your own risk and understand that the software may contain bugs.
- 9** Any information received by You during the testing is confidential and shall not be disclosed.
- 10** You are responsible for disclosure of any information about the Platform received at the course of the testing, as well as for any illegal use of intellectual property related to the Platform, and shall indemnify Crypto Zeus for any and all associated losses.
- 11 LICENCE**
- 12** Subject to compliance with the terms and conditions of this Agreement, You are granted a free, worldwide, revocable, limited, non-transferable, non-assignable and non-exclusive licence to access the Platform for the duration of this Agreement.
- 13** You shall not copy, modify, distribute, sublicense, disclose, market, rent, lease, or offer remote computing services, networking, batch processing or transfer of, the Platform to any third party, or permit any person or entity to have access to the Platform by means of a time sharing, remote computing services, networking, batch processing, service bureau or time sharing arrangement.
- 14 INTELLECTUAL PROPERTY**
- 15** For the purpose of this Agreement, "**Intellectual Property**" means all rights (present and future) conferred by common law, equity or statute (and all moral rights) connected with business names, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any Platform to register such a right and the benefit of any renewal or extension of such a right.
- 16** You acknowledge that Crypto Zeus retains ownership of all Intellectual Property incorporated in the Platform (including all improvements, enhancements, updates and corrections). You agree and accept that the Crypto Zeus name, trade marks, logo and design are owned absolutely by Crypto Zeus.

- 17 The Platform may use software, proprietary systems and Intellectual Property owned by Crypto Zeus or for which Crypto Zeus has appropriate authority to use. You warrant that You shall not infringe on any third-party rights through the use of the Platform.
- 18 You further warrant that by using the Platform You will not:
- 19 use any Intellectual Property of Crypto Zeus without express permission;
- 20 copy any part of the Platform for Your own commercial purposes; or
- 21 directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in any documentation associated with it.

**22 RISK DISCLAIMER, INDEMNITY AND LIABILITY**

23 You understand that You are using the Platform and Our Services at Your own risk. You should be satisfied that the product is suitable for You in light of your circumstances and financial position.

24 Without prejudice to any other provision in this Agreement, You agree to fully indemnify Crypto Zeus for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines, costs (including legal costs) and/or any other sum of whatever nature which, for any reason whatsoever, Crypto Zeus incurs or pays to any clients, employees, agents and/or representatives and/or any third party (including own legal costs) or authority (whether pursuant to any court order or by way of any settlement which Crypto Zeus, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise), as a result directly or indirectly in whole or part of:

25 any Your claims relating to Your use of the Services; and/or

26 any breach of any nature whatsoever by You of Your obligations expressed or implied under this Agreement; and/or

27 any Your act(s) and/or default(s) and/or any person(s) provided or used (directly or indirectly) by You (including employees, agents, suppliers and sub-contractors of the User); and/or

28 any Your access to the Platform.

29 The indemnity in Clause 6.2 shall survive and remain in full force and effect after the termination (for whatever reason) or expiry of this Agreement.

30 To the full extent permissible by applicable law, We make no, and hereby disclaim all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Website or the Platform or the information, content, materials or Services on or accessed via the Website or the Platform, including but not limited to warranties of merchantability, fitness for a particular purpose, title and non-infringement. Neither the Website nor the Platform, nor any information, content, materials, or services available via the Website or the Platform, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer to buy any asset, investment advice or a recommendation or promotion of any transaction or other financial product, investment manager, or trading or investment strategy. In addition, We do not represent or warrant that the information accessible via the Website or the Platform is accurate, complete, reliable or current and we are not responsible for any errors or omissions therein or for any adverse consequences resulting from your reliance on any aspect of the Website or the Platform. Further, We make no representations and warranties that the Website or the Platform will be uninterrupted, secured, or free of errors or viruses, or other harmful components.

31 In no event shall We or Our affiliates, or the directors, officers, employees, agents or representatives be liable to You or any third party for damages of any kind arising out of the use of, access to, reliance on, inability to use or improper use of the Website or the Platform, any

information posted on or otherwise delivered through the Website by the Users, or any other information, content, materials or services available on the Website or the Platform (including, but not limited to, any direct, indirect, special, punitive, incidental or consequential damages or damages for loss of profits, goodwill or revenue, business interruption, or loss of data), even if advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise.

**32** In no event shall We or Our affiliates be liable to You for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory, self-regulatory, governmental or supra national authority.

**33** Notwithstanding any other provision of this Agreement, We shall be entitled to take any action that We consider necessary to ensure compliance with any applicable legislation and regulations. In the event of a conflict between any provision of this Agreement and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.

**34** We do not warrant that Platform's functionality will meet your requirements or that the operation of the Platform will be uninterrupted or error free. Moreover, We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change and/or patch the Website and/or the Platform including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Website and/or the Platform or any part thereof.

**35** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

**36 RELATIONSHIP OF THE PARTIES**

**37** The relationship between the parties hereto under this Agreement is solely that of independent contractors. The parties hereto expressly agree that (i) this Agreement is not an employment agreement, nor does it create an employment relationship, between Crypto Zeus and User, and (ii) no joint venture, partnership or agency relationship exists between Crypto Zeus and User. User has no authority to bind Crypto Zeus or any of its affiliates in any manner and User undertakes not to hold User out as an employee, agent or authorized representative of Crypto Zeus or any of its affiliates.

**38 TERMINATION, AMENDMENT AND ASSIGNMENT**

**39** You may communicate your intention to terminate this Agreement at any time, subject to compliance with the terms of this Agreement.

**40** We reserve the right to unilaterally terminate this Agreement at any moment.

**41** We have the right, at any time and in Our sole discretion, to place any conditions or restrictions upon, or terminate Your access to, and use of the Platform, the Website and/or the Services, all without prior notice (except if otherwise expressly required herein).

**42** You shall remain responsible for any activity on Your Account that occurs prior to the actual termination of this Agreement.

**42.1** We have the right to amend, supplement, replace or novate, at our own discretion this Agreement by publishing via the Website. Continued use of the Platform by You shall be deemed accepted of those amendments.

**43** We may assign or subcontract our obligations under this Agreement. You may only assign or otherwise create an interest in Your rights under this Agreement with Our written consent.

**44** Termination of this Agreement will not extinguish or alter any rights, obligations or liabilities of You or Us that accrued prior to such termination. In addition, the following sections shall survive

any termination of this Agreement (to the extent capable of survival): Clauses 2, 3, 5, 6, 7, 8 and 11.

#### 45 **COMPLAINTS AND DISPUTES RESOLUTION**

46 If any dispute arises between You and Us in connection with this Agreement (the “**Dispute**”), then either party may notify the other of the Dispute with a notice (the “**Dispute Notice**”) which:

47 includes or is accompanied by full and detailed particulars of the Dispute; and

48 is delivered within 10 business days of the circumstances giving rise to the Dispute first occurring.

49 The parties agree to enter into good faith negotiations and seek to resolve any Dispute within 60 days after a Dispute Notice is given.

50 Subject to Clause 10.4, a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.

51 Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

52 All disputes arising out of or concerning this Agreement, including any question regarding its existence, validity or termination, will be resolved finally by arbitration in accordance with the rules of the Singapore International Arbitration Centre (“**SIAC**”). There will be one arbitrator who will be appointed by the President of the SIAC. The language of the arbitration will be English and the governing law of the arbitration will be Singapore law.

#### 53 **NOTICES**

54 You can contact our User support team by email ([info@zeus.exchange](mailto:info@zeus.exchange)) or via the Platform.

55 We will send You notices and other correspondence via the Platform, email, SMS, notifications and/or to the details that You submits to Us, or that You notify Us. It is Your responsibility to update Your contact details as they change.

56 You acknowledge and confirm that all such means of communications are deemed acceptable and any such communication shall be deemed to have been received by You. Unless required by law to be physically delivered, a consent, notice or communication under this Agreement is effective if it is sent as an electronic communication.

#### 57 **GENERAL**

58 **Interpretation.** Headings are only for convenience and do not affect interpretation.

59 **Prevalence.** To the extent that any terms and conditions set out on the Platform are inconsistent with this Agreement, such terms and conditions will prevail.

60 **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

61 **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

62 **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

**63**     **Governing Law** . This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Singapore.

**1**  
"I ACCEPT" button