

Jovian Foundation Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR REGISTRERING AN ACCOUNT WITH THE JOVIAN FOUNDATION. IF YOU ARE IN DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL OR OTHE PROFESSIONAL ADVISER(S).

1. General

- 1.1. By accessing and using any part of www.jupiterchain.tech (the “**Website**”), you accept to be legally bound by these terms & conditions (the “**Terms and Conditions**”). If you do not agree to these Terms & Conditions, please do not use this Website.
- 1.2. If you use any of the services provided on this Website, you shall be deemed to have fully and unconditionally accepted these Terms and Conditions.
- 1.3. These Terms and Conditions will govern your use and access of the Website and your account with the Jovian Foundation.
- 1.4. These Terms & Conditions may be amended or supplemented by the Jovian Foundation Ltd (the “**Jovian Foundation**”) in its sole discretion from time to time. If you continue using the Website after the Jovian Foundation has made any amendments, alterations, deletions and/or additions to these Terms and Conditions, you shall be deemed to have accepted and consented to such amendments, alterations, deletions and/or additions. In the event that you do not accept them, you must not continue using the Website.
- 1.5. Any changes to these Terms and Conditions will be posted on the Website, and your use of the Website after such changes have been posted will constitute your agreement to the modified Terms and Conditions and all of the changes. You should therefore read this page carefully each time you visit this Website.

2. Intellectual Property Rights

- 2.1. This Website is owned and operated by the Jovian Foundation. All rights, title and interest in the contents and materials on this Website are owned by, licensed to or controlled by the Jovian Foundation.
- 2.2. The sale of Jupiter Tokens to you (the “**Token Sale**”) shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Website, the Token Sale, the Jupiter Tokens and the Jovian Foundation.
- 2.3. However, the materials and contents on this Website (including those in the draft Whitepaper) may be used, reproduced or distributed for non-commercial or educational use without permission Provided That the original source and the applicable copyright notice are cited.

3. Right of Access

- 3.1. The Jovian Foundation reserves the right to update or modify any part of this Website from time to time.

- 3.2. The Jovian Foundation also reserves any and all rights to deny or restrict access to this Website to any particular person, or to block access from a particular Internet address to this Website, at any time, or to temporarily or permanently suspend or eliminate the Website, without ascribing any reasons whatsoever.

4. Restrictions on use of Contents and Materials

- 4.1. Except as otherwise provided, the materials and contents on this Website shall not be reproduced, republished, uploaded, posted, transmitted or otherwise distributed in any way, without the prior written permission of the Jovian Foundation.
- 4.2. You may download information provided on this Website for your own personal non-commercial use provided that you keep intact all accompanying copyright and other proprietary notices (where applicable).
- 4.3. Modification of any of the materials and contents or use of the materials and contents for any other purpose will be a violation of the copyright and other intellectual property rights of the Jovian Foundation.
- 4.4. Graphics and images on this Website are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their respective copyright owners.

5. User Registration and Account

- 5.1. To participate in the sale of Jupiter Tokens (the “**Token Sale**”), you will need to have registered an account (your “**Account**”) with the Jovian Foundation by providing your identification details. The Jovian Foundation has the sole and absolute discretion whether to approve or reject your Account application.
- 5.2. Once the Jovian Foundation has approved of your Account application, it will register and create an individual account for you including login details and a password. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to the Privacy Policy of the Jovian Foundation published on the Website. If you are registering an Account on behalf of an entity, you confirm that you are authorised by the entity to do so.
- 5.3. For the purpose of the registration of your Account, you hereby agree and confirm that you are eligible to participate in the Token Sale and that you are not restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction, to participate in the Token Sale and/or use the services and features of your Account. If you are restricted or prohibited from taking part in the Token Sale, then any transactions carried out by you on your Account may be invalid and not binding on the Jovian Foundation. The Jovian Foundation reserves the right, at its discretion, to notify the relevant authorities of any such transactions and/or freeze your Account until the situation is resolved by the relevant authority. In such event, you agree that you will be fully responsible for any damage caused to the Jovian Foundation and to fully reimburse and/or indemnify the Jovian Foundation in connection therewith.
- 5.4. You hereby expressly agree that you are solely responsible for the use of your login details and password and for everything done using your Account. You agree to keep your login information and password private and to immediately notify the Jovian Foundation at once of

any unauthorized Account activity you may be aware of and modify your login information. You are solely responsible for any loss or damage you or the Jovian Foundation may suffer as a result of your failure to do so.

- 5.5. You may deactivate or terminate your Account with the Jovian Foundation, at any time and for any reason, by sending an email request to info@jupiterchain.tech.
- 5.6. The Jovian Foundation may terminate your Account at any time if you violate these Terms & Conditions, at its sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when it finds such measures reasonable and/or necessary in a particular situation.
- 5.7. On termination, you will no longer have any access to your Account.
- 5.8. You may be required to accept amendments, alterations, deletions and/or additions that may be made by the Jovian Foundation from time to time in order to have access to all the features of your Account. If you do not do so, your Account may be suspended until such acceptance, or you may not have access to certain features of your Account.
- 5.9. When accessing or using your Account, you agree not to:
 - 5.9.1. use your Account for any illegal or unauthorised purpose (including to abuse, harass, threaten, impersonate, intimidate, or stalk other account holders or any other person), or in any manner which, in the Jovian Foundation's opinion, is harmful to the Jovian Foundation, the Jupiter Chain Platform, another user or another person;
 - 5.9.2. interfere with or disrupt the Jupiter Chain Platform, network or computer systems, or the access of another account holder;
 - 5.9.3. misuse your Account by knowingly introducing viruses, trojans, worms, logic bombs, or other content which is malicious or technologically harmful;
 - 5.9.4. attempt to gain unauthorised access to servers on which the Jupiter Chain Platform is deployed or any server, computer, or database connected to the Jupiter Chain Platform;
 - 5.9.5. attack this Website and/or the Jupiter Chain Platform via a denial-of-service attack or a distributed denial-of service attack, or otherwise probe, test, breach, or circumvent any security measures used by our network or in connection with this Website and/or the Jupiter Chain Platform;
 - 5.9.6. change, modify, adapt, or alter the Jupiter Chain Platform, or change, modify, adapt or alter another website to falsely imply that it is associated with the Website, the Jovian Foundation and/or the Jupiter Chain Platform;
 - 5.9.7. use any automated software or hardware or any kind to access, tamper with, gather data from, overload, or otherwise interfere with the Jupiter Chain Platform and/or this Website; and/or
 - 5.9.8. encourage or facilitate any violation of these Terms and Conditions or our Privacy Policy.

6. Links to other websites

- 6.1. This Website may contain hyperlinks to websites which are provided for your information and convenience only and are not maintained by the Jovian Foundation and/or its affiliates. The Jovian Foundation and/or its affiliates are not responsible for the contents of those websites and shall not be liable for any damages or loss arising from access to those websites. Any terms and conditions, warranties or representations associated with those third party websites are solely between you and the relevant third parties. It is your responsibility to review the respective terms of use and privacy policies of those websites. The use of the hyperlinks and access to such linked websites are entirely at your own risk.
- 6.2. Unless expressly indicated, in no circumstances shall the Jovian Foundation be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which this Website is linked.

7. Disclaimer of Warranties and Liability

- 7.1. You acknowledge that, while the Jovian Foundation and/or its affiliates will endeavour to make the Website and your Account available at all times, certain maintenance and upgrades will be required from time to time, resulting in inaccessibility, delay or suspension. The Website and your Account may also be unavailable from time to time for reasons beyond our control. We do not guarantee, represent, or warrant that your use of your Account will be uninterrupted or error-free, and you agree that your Account may become unavailable, and the Jovian Foundation may suspend use of the Website and/or your Account for indefinite periods of time without notice to you and for any reason.
- 7.2. The materials and contents of this Website are provided on an "as is" basis without warranties of any kind. To the fullest extent permitted by law, the Jovian Foundation does not warrant and hereby disclaims any warranty:
 - 7.2.1. as to the accuracy, correctness, reliability, currentness, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of the contents and materials on this Website;
 - 7.2.2. that the contents and materials available through this Website or any functions associated therewith and on your Account will be uninterrupted or error-free, or that defects will be corrected or that this Website and the server is and will be free of all viruses and/or other harmful elements;
- 7.3. the Jovian Foundation shall also not be liable for any damage or loss of any kind, howsoever caused as a result (direct or indirect) of the use of the Website and/or your Account, including but not limited to any damage or loss suffered as a result of reliance on the materials and contents contained in or available from the Website and/or your Account; and
- 7.4. the materials and contents on this Website do not constitute financial, legal or other professional advice. If any such is required, services of a competent professional should be sought.

8. Limitation of Liability

- 8.1. You expressly acknowledge and agree that, to the maximum extent permitted by law, the Jovian Foundation and/or its affiliates from time to time, and their respective directors, officers, employees, and agents, shall not be liable for any direct, indirect, consequential, special, incidental or punitive loss or damage incurred by you or any person in connection with:
- 8.1.1. the service or in connection with the use, inability to use, or results of the use of the Website and/or your Account, any websites linked to the Website, and any content available on the Website and/or your Account;
 - 8.1.2. any claim by a third party that your use of the Website, any materials or contents, and/or your Account violates the rights of any third party, including intellectual property rights; or
 - 8.1.3. any damage to or malfunction of your device or other device or equipment, including any liability for any loss or corruption of data, any loss of profits, income, or revenue, or for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable or if the Jovian Foundation has been advised of the possibility of such damages.
- 8.2. This limitation of liability clause will survive any termination your Account.

9. Governing Law

These Terms & Conditions shall be governed and construed in accordance with laws of Singapore.