

# **EPOCHZERO TERMS AND CONDITIONS**

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These Terms of Service (the "Agreement") explains the terms and conditions by which you may access and use <https://epochzero.io/> and any subdomains associated with the Website. Your access and use of the Website indicate your acceptance of these terms. If you do not agree with these terms, please refrain from accessing or using the Website.

Important Notice: The Website is only intended for use by individuals who fully agree to these terms. Please ensure complete agreement before accessing or using the Website.

## **Introduction**

The Website facilitates access to a decentralized protocol across various public blockchains, including IOTA, Shimmer, and ShimmerEVM. This protocol, referred to as the "EpochZero protocol" or the "Protocol," enables users to trade specific compatible digital assets and offers various services. While the Website serves as one means to access the Protocol, it is not the exclusive method.

To use the Website, a non-custodial wallet is required, allowing interaction with public blockchains. Your relationship with the non-custodial wallet provider is governed by their respective terms of service, not covered by this Agreement. Wallets are independent entities, not operated or affiliated with EpochZero, and we lack custody or control over your wallet's contents. By

connecting your wallet to our website, you agree to adhere to this Agreement, including all incorporated terms by reference.

### **Modification of this Agreement**

We retain the right, at our sole discretion, to periodically modify this Agreement. In the event of significant changes, we will notify you by updating the date at the top of the Agreement and maintaining the latest version at <https://epochzero.io/>. All modifications become effective upon posting, and your continued access or use of the Website signifies acceptance of these changes. If you disagree with any modifications, you must promptly cease accessing and using the Website.

Description of Services via the Website: The Website offers a web or mobile-based platform for accessing the Protocol.

### **Website for accessing Protocol**

The Website serves as a distinct access point to the Protocol and is one of the means, but not the exclusive one, for interacting with the Protocol. The Protocol consists of open-source or source-available self-executing smart contracts deployed on various public blockchains like IOTA, Shimmer, and ShimmerEVM. EpochZero has no control over or operation of any Protocol version on any blockchain network. When using the Website, it's crucial to recognize that you are not engaging in buying or selling digital assets directly from us, and we do not manage the NFT pools or trade execution on the Protocol. Trade fees contribute to NFT providers, who are independent third parties. While initially deployed on the Shimmer Network, the Protocol has since been expanded to multiple blockchain networks.

## **Eligibility**

To access or use the Website, you must have the legal capacity to enter into a binding contract with us. By doing so, you confirm that you have reached the age of majority in your jurisdiction (e.g., 18 years old in the United States) and possess the complete authority to agree to and adhere to the terms and conditions of this Agreement, both for yourself and any company or legal entity you may represent.

Additionally, you assert that you are not (a) subject to economic or trade sanctions imposed by any governmental authority, nor listed on any prohibited or restricted parties list (including lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and (b) not a citizen, resident, or organized in a jurisdiction or territory under comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Lastly, you affirm that your use of the Website will fully comply with all applicable laws and regulations, and that you will not engage in, promote, or facilitate any illegal activities through the Website.

## **Intellectual Property Rights**

EpochZero exclusively owns all intellectual property and rights associated with the Website, encompassing software, text, images, trademarks, service marks, copyrights, patents, designs, and its overall "look and feel." In contrast, versions 1-3 of the Protocol consist entirely of open-source or source-available software operating on public blockchains.

By utilizing the Website for NFT listing, posting, promotion, or display, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to

utilize, copy, modify, and display any content you post on or through the Website. This includes text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or any other content, along with any digital files, art, or materials linked to or associated with displayed NFTs.

You affirm that you possess or have obtained all necessary rights, licenses, consents, permissions, power, and/or authority to grant the rights described above for any NFTs you list, post, promote, or display on the Website. Furthermore, you warrant that such content does not infringe upon copyright, trademark, publicity rights, or any other intellectual property rights, unless you have the requisite permission or legal entitlement to post the material and grant us the specified license, and that the content complies with all applicable laws.

### **Additional Rights**

We retain the following rights, which do not impose obligations on our part:

(a) With or without notice to you, we may modify, substitute, eliminate, or add to the Website. (b) We reserve the right to review, modify, filter, disable, delete, and remove any and all content and information from the Website. (c) We may cooperate with any law enforcement, court, government investigation, or third party requesting or directing the disclosure of information or content that you provide.

### **Prohibited Activity**

You agree not to partake in, or attempt to engage in, any of the following prohibited activities in connection with your access and use of the Website:

- **Intellectual Property Infringement:** Engaging in activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- **Cyberattack:** Seeking to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system. This includes the deployment of viruses and denial of service attacks.
- **Fraud and Misrepresentation:** Attempting to defraud us or any other person or entity. This encompasses providing false, inaccurate, or misleading information to unlawfully obtain the property of another.
- **Market Manipulation:** Violating any applicable law, rule, or regulation concerning the integrity of trading markets. This includes manipulative tactics such as "rug pulls," pumping and dumping, and wash trading.
- **Sale of Stolen Property:** Buying, selling, or transferring stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.
- **Data Mining or Scraping:** Involving in activity that includes data mining, robots, scraping, or similar data gathering or extraction methods of content or information from the Website.

- **Objectionable Content:** Engaging in activity that involves soliciting information from anyone under the age of 18 or is otherwise harmful, threatening, abusive, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable
- **Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law.

### **Initial Offering**

You represent that you are not a user from the following countries or regions when participating in our Initial Farm Offerings:

Belarus, Cuba, Crimea Region, Democratic Republic of Congo, Iran, Iraq, New Zealand, North Korea, South Sudan, Sudan, Syria, United States of America and its territories (American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Zimbabwe.

### **Not Registered with the SEC or Any Other Agency**

We are not registered with the U.S. Securities and Exchange Commission (SEC) or any other regulatory agency as a national securities exchange or in any other capacity. It's important to understand and acknowledge that we do not act as a broker for trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, as these processes occur entirely on public distributed blockchains like Ethereum.

As a result, we cannot guarantee market best pricing or best execution through the. Any references to "best price" on the Website do not constitute a representation or warranty about pricing available through the Website, on the Protocol, or elsewhere.

### **Non-Solicitation; No Investment Advice**

By using the Website, you acknowledge and agree that: (a) All trades submitted through the Website are unsolicited, initiated solely by you. (b) You haven't received investment advice from us for any trades, including those via our Smart Router API. (c) We don't conduct a suitability review of any trades you submit.

We may provide token information through features such as rarity scores, token explorer, or token lists. Warning labels may be included for certain tokens. The information provided is for informational purposes only, not soliciting trades. We do not aim to induce purchases based on the provided information. It is not investment advice or a recommendation for a secure investment. You should not take action or refrain from it based on the Website's information. We do not make investment recommendations or express opinions on transaction merits. You are solely responsible for determining the appropriateness of any investment, strategy, or transaction based on your objectives, financial circumstances, and risk tolerance.

### **Custody and Fiduciary Disclaimer**

The Website operates as a purely non-custodial application. This means we never have custody, possession, or control of your digital assets. You are solely responsible for safeguarding the cryptographic private keys to your

digital asset wallets and should never share your wallet credentials or seed phrase. We assume no responsibility or liability for your wallet usage and make no representations or warranties on how the Website operates with specific wallets.

This Agreement does not establish any fiduciary duties on our part. To the fullest extent permitted by law, you acknowledge and agree that we have no fiduciary duties or liabilities to you or any other party. Any potential duties or liabilities existing at law or in equity are expressly disclaimed, waived, and eliminated. Your explicit agreement is that the duties and obligations we owe you are solely those outlined in this Agreement.

### **Compliance and Tax Obligations**

The availability and suitability of the Website may vary based on your jurisdiction. By accessing or using the Website, you acknowledge sole responsibility for complying with all applicable laws and regulations.

Specifically, your use of the Website or the Protocol may have tax implications, including income or capital gains tax, value-added tax, goods and services tax, or sales tax in specific jurisdictions. It is your responsibility to assess whether taxes are applicable to your transactions, report them accurately, and remit any necessary taxes to the relevant tax authority.

### **Assumption of Risk**

By accessing the Website, you declare that you possess the financial and technical expertise to comprehend the inherent risks associated with cryptographic and blockchain-based systems. You affirm having a practical

understanding of digital assets, including ether (ETH), stablecoins, and tokens adhering to standards such as ERC-721 on EpochZero or any other digital token standards.

Specifically, you acknowledge the nascent and highly volatile nature of markets for these digital assets, influenced by factors like adoption, speculation, technology, security, and regulation. Recognizing the potential creation of fake tokens, including those falsely claiming to represent projects, you willingly accept the risk of inadvertently trading such tokens. Additionally, you understand that NFTs may not always maintain stability, might lack full collateralization, and can be susceptible to panics and runs.

Furthermore, you comprehend that smart contract transactions are irreversible upon confirmation, and the cost and speed of transactions in cryptographic and blockchain-based systems like Ethereum are subject to variability, potentially escalating abruptly.

Finally, you acknowledge that we do not develop, own, or control cross-chain bridges and make no representation or warranty regarding their safety or suitability for EpochZero governance.

In summary, you explicitly understand that we bear no responsibility for these variables or risks, do not own or control the Protocol, and cannot be held liable for any resulting losses incurred during your access or use of the Website. Consequently, you agree to assume full responsibility for all risks associated with accessing and using the Website to interact with the Protocol.

### **Third-Party Resources and Promotions**

The Website may include references or links to third-party resources, encompassing information, materials, products, or services, that are beyond our ownership or control. Additionally, third parties may present promotions related to your interaction with the Website. It is crucial to note that we neither endorse, monitor, approve, warrant, nor assume responsibility for such resources or promotions.

Should you choose to access these resources or engage in associated promotions, you do so at your own risk. It is important to recognize that this Agreement does not govern your interactions or relationships with third parties. By accessing these resources or participating in promotions, you explicitly release us from any liability arising from such use, acknowledging that our Agreement does not extend to dealings with third parties.

### **Release of Claims**

By accessing and using the Website, you explicitly acknowledge and accept all associated risks. You also expressly waive and release us from any liability, claims, causes of action, or damages arising from or related to your use of the Website. If you are a California resident, you specifically waive the benefits and protections of California Civil Code § 1542, which states: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## **Indemnity**

You agree to indemnify, defend, and hold harmless us, along with our officers, directors, employees, contractors, agents, affiliates, and subsidiaries, from any and all claims, damages, obligations, losses, liabilities, costs, and expenses. This includes, but is not limited to: (a) your use of the Website; (b) violation of any term or condition of this Agreement, third-party rights, or any applicable law; and (c) any other party's use of the Website with your assistance or utilizing any device or account under your ownership or control.

## **No Warranties**

The Website and the Protocol are provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, we disclaim any representations and warranties, whether express, implied, or statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose. Your use of the Website and the Protocol is at your own risk.

We do not guarantee continuous, uninterrupted, timely, or secure access to the Website, nor do we represent that the information within is accurate, reliable, complete, or current. The Website may not be free from errors, defects, viruses, or other harmful elements. Any advice, information, or statement provided should not be considered as creating any warranty concerning the Website. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties regarding the Website.

Similarly, the Protocol is provided "AS IS," at your own risk, and without warranties of any kind. While we contributed to the initial code, we do not provide, own, or control the Protocol. It operates autonomously through smart contracts on various blockchains. Upgrades are community-driven and no developer or entity involved in creating the Protocol will be liable for any claims or damages associated with your use or inability to use it. We do not endorse, guarantee, or assume responsibility for any statements made by third parties regarding the Protocol.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF THE INTERFACE, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE INTERFACE OR THE INFORMATION CONTAINED WITHIN IT. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE INTERFACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR

DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO THE INTERFACE; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE INTERFACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH THE INTERFACE; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

### **Governing Law**

You agree that the law, without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. Although the Website may be available in many jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum.

### **Entire Agreement**

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.