

PROVER WEBSITE TERMS AND CONDITIONS

Last updated: January 29, 2018

Please read carefully these Terms and Conditions (the “Terms”, “Terms of Use”) before using a website prover.io (the “Website”) or any services made available through PROOFTECH LIMITED, company duly registered and existing under the laws of the BVI, or its subsidiaries and affiliates (the “Company”, “we”, or “us”), as they affect your obligations and legal rights, including but not limited to waivers of rights and limitation of liability.

The Website allows to receive the information about the purchase of the ERC20 compatible PROOF tokens (the “PROOF Tokens”) distributed on the Ethereum blockchain in accordance with [PROOF Token Purchase Agreement](#).

These Terms are a legally binding agreement between you (“the User”, “you”), on the one part, and the Company, on the other part.

ARTICLE ONE. Introduction, Representations and Warranties

By using this Website, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, you must not use this Website. You must be at least 18 years of age to use this Website. By using this Website [and by agreeing to these Terms] you warrant and represent that you are at least 18 years of age. You must have a full power and authority to enter into this Terms and in doing so will not violate any other agreement to which you are a party. If you are a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms. You will not use this Website if any applicable laws in your country prohibit you from doing so in accordance with these Terms. You are in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies, as well as obtained sufficient information about the Company and cryptocurrency to enter these Terms.

You have necessary and relevant experience and knowledge to deal with cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia, you are not allowed to use this Website.

If you are citizen, resident of, or a person located or domiciled in Singapore or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of Singapore, you are not allowed to use this Website.

By using this Website and agreeing to these terms and conditions, you consent to our [Privacy Policy](#).

ARTICLE TWO. License to Use Website

Unless otherwise stated, the Company and/or its licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- A. republish material from this Website (including republication on another website);
- B. sell, rent or sub-license material from the Website;
- C. show any material from the Website in public;
- D. reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- E. redistribute material or any part material from this Website except for content specifically and expressly made available for redistribution. Non-commercial republication is allowed only with the reference to the original address of the Website.

ARTICLE THREE. Acceptable Use

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without the Company's express written consent.

You must not use this Website for any purposes related to marketing without the Company's express written consent.

ARTICLE FOUR. Aggregate Information

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, the Company does not assume any liability, without limitation, for any damage you may experience or costs you and may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the website, any services made available through the Company or e-mail with the Company containing yours personal information. While the Company will take commercially reasonable efforts to safeguard the privacy of the information provided to the Company (if any) and will treat such information in accordance with the Company Privacy Policy, in no event will the information provided to the Company be deemed to be confidential, create any fiduciary obligations for the Company, or result in any liability for the Company in the event that such information is negligently released by the Company or accessed by third parties without our consent.

ARTICLE FIVE. Restricted Access

The Company reserves the right to restrict access to [other] areas of this Website, or indeed this entire Website, at the Company's discretion.

If the Company provides you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential.

ARTICLE SIX. No Warranties

This Website is provided "as is" without any representations or warranties, express or implied. The Company makes no representations or warranties in relation to this Website or the information and materials provided on this Website.

Without prejudice to the generality of the foregoing paragraph, the Company does not warrant that:

- A. this Website will be constantly available, or available at all; or
- B. the information on this Website is complete and accurate.

The Company will endeavor to eliminate the risk of publishing inaccurate, incomplete and misleading information. The Company will correct such information in a reasonable period of time.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional.

ARTICLE SEVEN. Limitations of Liability

The Company will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- A. to the extent that the Website is provided free-of-charge, for any direct loss;
- B. for any indirect, special or consequential loss; or
- C. for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Company has been expressly advised of the potential loss.

ARTICLE EIGHT. Exceptions

Nothing in this Website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this Website disclaimer will exclude or limit the Company's liability in respect of any:

- A. death or personal injury caused by the Company's negligence;
- B. fraud or fraudulent misrepresentation on the part of the Company; or
- C. matter which it would be illegal or unlawful for the Company to exclude or limit, or to attempt or purport to exclude or limit, its liability.

ARTICLE NINE. Reasonableness

By using this Website, you agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this Website.

ARTICLE TEN. Other Parties

You accept that, as a limited liability entity, the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Website disclaimer will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company itself.

ARTICLE ELEVEN. Unenforceable Provisions

If any provision of this Website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Website disclaimer.

ARTICLE TWELVE. Indemnity

You hereby indemnify the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute on the advice of the Company's legal advisers) incurred or suffered by the Company arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

ARTICLE THIRTEEN. Breaches of These Terms and Conditions

Without prejudice to the Company's other rights under these Terms, if you breach these Terms in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

ARTICLE FOURTEEN. Variation

The Company may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this Website from the date of the publication of the revised Terms on this Website. Please check this page regularly to ensure you are familiar with the current version of the Terms.

ARTICLE FIFTEEN. Assignment

The Company may transfer, sub-contract or otherwise deal with the Company's rights and/or obligations under these Terms without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

ARTICLE SIXTEEN. Severability

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

ARTICLE SEVENTEEN. Company Does Not Provide Investing Advice

We are an execution-only service and do not act as an advisor on the merits of any particular transactions, including as to any financial, legal, investment, insurance and/or tax matters. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. Any information provided by the Company is for general information only. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any actions.

The Company may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

In regards to capital raising, we're not involved in direct or indirect steps to procure the transfer or commitment of capital by one or more users to the certain undertaking for the purpose of investing it in accordance with a defined investment policy. Moreover, we do not have absolutely any investment policy available with the Company Services. We are not paying or planning to pay anything to the users of PROOF Tokens as well, as do not take or planning to take any fees for the management of the PROOF Tokens. The Company do not store cryptocurrencies on their own servers or servers of it User. Moreover, such activity depends inclusively on cryptocurrencies.

ARTICLE EIGHTEEN. External Materials and Links

The Website may contain screenshots, pictures or materials from other websites. The information is not an advertisement. All materials are provided solely for the purpose of instructing. You are free to use any other software to make a payment in accordance with PROOF Token Purchase Agreement.

ARTICLE NINETEEN. Entire Agreement

These Terms, together with the [Whitepaper](#) and PROOF Token Purchase Agreement constitute the entire agreement between you and the Company in relation to your use of this Website, and supersede all previous agreements in respect of your use of this Website.

ARTICLE TWENTY. Law and Jurisdiction

These Terms will be governed by and construed in accordance with Russian Law, and any disputes relating to these terms and conditions will be held at Kuntsevkiy District Court, Moscow, Russian Federation.

The Company's Details

The full name of the PROOFTECH LIMITED.

The Company duly registered and existing under the laws of the BVI.

You can contact the Company by email to info@prover.io