

# ESSENTIA TERMS OF USE

**Last Updated: 25th of May 2018**

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The purpose of our Website is to provide you with you some general information about the software being developed by **Essentia** and the services provided by **Essentia**. You must not breach any of the following terms or our **Acceptable Use Policy** set out below.

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We may make (but are not obligated to make) the source code for the software we develop available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with us in connection with your use, modifications or distributions of this open source software.

When we host any software and enable you to access and use such software through our websites including this Website, then these terms will apply to such access and use, as well as any license agreements that we may enter into with you.

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## **User Content**

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the **Essentia** Parties (as defined below) or another party due to someone else using your User Content or account. You may not use anyone

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You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at **support@essentia.one** so that we can communicate with you effectively and provide accurate and up to date information to you.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason.

Any User Content submitted by you on this Website may be accessed by us globally.

## **Feedback**

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us (collectively, "Feedback"), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback. The purpose of these terms is to avoid potential misunderstandings or disputes if **Essentia's** products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. If you decide to send us Feedback, you acknowledge and understand that the **Essentia** Parties make no assurances that your Feedback will be treated as confidential or proprietary.

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- (b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- (c) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- (d) violate any applicable laws or regulations;

(e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;

(f) create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or an **Essentia.one** representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

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(h) disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);

(i) violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;

(j) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;

(k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material;

(l) access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;

(m) obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

(n) attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

(o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

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If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

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