

**PLEASE READ THESE TERMS OF USE BEFORE USING THE WEBSITE. General Terms for privateonly.com, privateonly.pro all subdomain websites, hereinafter collectively: PO.**

## Subject

### Content, purpose and terms

PO is a collaborative technical process that advances PO as well as numerous other applications. The following provisions govern the terms and conditions of the customer or buyer and user of PO by the contractor with the aim that all parties understand that PO and a technical service or application in the field of blockchain technology.

Acceptance of Terms of Use: these Terms of Use are entered into by and between you and the respective operator of the website and subdomains under the domain privateonly.com and privateonly.pro, 1ng.live (we or PO). The following terms and conditions, together with any documents expressly referenced (collectively, the "Terms of Use"), govern your access to and use of privateonly.com and privateonly.pro, including all content, features and services also related to the Blockchain in use, offered on or through privateonly.com and privateonly.pro or its subdomains (collectively, the "Website").

Please read the Terms of Use carefully before you begin using the Websites. By using the Sites, or by clicking on the Terms of Use when that option is made available to you, you accept and agree to be bound by these Terms of Use, in addition to

our Privacy Policy, which is referenced herein - and our Cookie Policy, which is referred to here.

If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the sites.

You are not authorized to, nor should you, rely on the Website as legal advice, business advice, or counsel of any kind. You act at your own risk when relying on the content of this website. If you make a decision about taking or not taking action, please contact an attorney in the relevant jurisdiction in which you want or need assistance. In no event will the owners or contributors of this website be liable for any actions, decisions, or other conduct that you take or fail to take in reliance on this website.

### Who may use the websites?

These Websites are offered to users who are 13 years of age or older. The Websites are not intended for children under the age of 13. By using this Website, you represent and warrant that you (i) are at least 13 years of age, (ii) are not barred from using the Website under applicable law, and (iii) are using the Website for your personal use only. If you do not meet these requirements, you may not access or use the Sites.

### Changes to the terms of use

We may revise and update these Terms of Use from time to time in our sole discretion. Any changes will be effective immediately when we post them.

Your continued use of the Sites following the posting of the revised Terms of Use means that you accept and agree to the changes. You are expected to visit this page frequently so that you are aware of any changes, as they are binding on you.  
Website access and account security

We reserve the right to withdraw or modify this website and any services or materials we offer on the website at our sole discretion and without prior notice. We do not guarantee that our website or its content will always be available or interrupted. We shall not be liable if for any reason all or any part of the Website including without limitation Nodes, DApps is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or the entire Website for users.

You are responsible for:

take all necessary precautions to enable you to access the Sites and to ensure that all persons accessing the Sites through your Internet connection are aware of and comply with these Terms of Use.

To access the Websites or some of the resources offered there, you may be asked to provide certain registration or other information. It is a condition of your use of the Sites that all information you provide on the Sites is accurate, current and complete. You agree that all information you provide when registering on these Sites or otherwise, including but not limited to your use of interactive features on the Site, is subject to our Privacy Policy, and you consent to all actions we take with respect to your information in accordance with our Privacy Policy.

You should take special care when entering personal information into the Site on a public or shared computer so that others are not able to view or record your personal information.

### Risks associated with the use of PO

This website is not responsible for any loss, damage or claim caused by an event that falls into one of the following 5 categories:

- (1) User errors when using PO software (Nodes, Wallets, DApps, etc.) or services, such as forgotten passwords, PO transfers to the wrong OneV or POC address, or accidental deletion of Wallets.
- (2) Software problems of the Website and/or any PO Software or Services, e.g. corrupted wallet files, incorrectly set up transactions, insecure cryptographic libraries and malware affecting the Website and/or PO Software or Services.
- (3) Technical failures of the user's hardware of any PO software or services, e.g., loss of data due to a faulty or damaged memory device.
- (4) Security issues a user has had with any PO software or services, such as unauthorized access to the user's wallets or accounts.
- (5) Acts or omissions of third parties as well as incidents at third parties, e.g. insolvency of service providers, attacks on IT systems of service providers and fraud by third parties.

4. investment risks - it is at your own discretion whether you see PO as a form of investment.

The exchange of values such as money in PO can lead to a loss of money paid for it over short or even long periods of time. Users should expect large fluctuations in value. The information on this website cannot guarantee that users will not lose values such as money.

### 5. compliance with tax obligations

Users of this website are responsible for determining whether their PO transactions are tax relevant. Neither the owners, nor the contributors of this website are responsible for determining whether PO transactions are tax relevant.

### 6. this website does not store, send and receive PO.

Neither does this website store, send nor receive PO. This is because PO exist only because of the ownership register maintained by the PO network. Any transfer of ownership of PO takes place within the decentralized PO network and not on this website.

#### 7. no warranty

This website is provided without warranty of any kind in connection with the website and/or any content, data, material and/or services.

#### 8. disclaimer

Except as required by law, in no event shall the owners or contributors of this website be liable for any damages whatsoever, including (but not limited to) loss of use, loss of profits, loss of time, or loss of data arising out of or in any way connected with the use of this website.

#### 9. dispute resolution

The user of this website agrees to dispute resolution for any dispute arising out of or related to the use of the website or this disclaimer. This does not include disputes relating to copyrights, logos, trademarks, trade names, trade secrets or patents.

#### Intellectual property rights

The Sites and all of their content, features and functionality (including, but not limited to, all information, software, text, advertisements, images, video and audio files, and the design, selection and arrangement thereof) are owned by the Foundation, its licensors or other providers of such materials and are protected by copyrights, trademarks, patents, trade secrets and other intellectual property or proprietary rights laws.

Unless otherwise indicated: (a) all materials, data and information on the Sites, such as data files, text, music, audio files or other sounds, photographs, videos or other images, may not be copied except for software or computer code.

#### Trademark

The name of the site, the terms Privateonly, POPPT, the logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Site Operator or its affiliates or licensors. You may not use these marks without the prior written permission of the Foundation. All other names, logos, product and service names, designs and slogans on these websites are trademarks of their respective owners.

#### Prohibited uses

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In a manner that violates any applicable federal, state, local or international laws or regulations (including, but not limited to, laws regarding the export of data or software to and from the United States or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors or third parties in general in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

Send, knowingly receive, upload, download, use or reuse any material that does not comply with these Terms of Use.

Transmit or cause to be transmitted any advertising or promotional material, including "junk mail," "chain letters," or "spam" or other similar solicitations, without our prior written consent.

Impersonate or attempt to impersonate PO, an PO employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

Engage in any other conduct that restricts or inhibits the use of the Site, or that in our judgment or users of the Sites could harm or expose them to liability.

In addition, you agree to refrain from the following:

Use the Sites in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Sites.

Use any robot, spider, or other automated device, process, or means to access the Sites, including monitoring or copying any material on the Sites.

Use manual methods to monitor or copy material on the Sites or for any other unauthorized purpose without our prior written consent. Use any device, software or routine that interferes with the proper working of the Websites.

Introduce viruses, Trojan horses, worms, logic bombs or other malicious or technologically harmful material.

Attempts to gain unauthorized access to, interfere with, damage, or disrupt any portion of the Site, the server on which the Sites are stored, or any server, computer, or database connected to the Sites.

attack the websites through a denial of service attack or a distributed denial of service attack. Otherwise attempt to interfere with the proper functioning of the Websites.

#### Reliance on the published information

The information provided on or via the websites is provided for general information purposes only. We do not guarantee the accuracy, completeness or usefulness of this information. If you rely on this information, you do so solely at your own risk. We disclaim all liability and responsibility arising from any reliance you or any other visitor to the Site or any other person informed of the content of the Site place on such materials.

This website contains content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. Any statements and/or opinions expressed in these materials, as well as any articles and responses to questions and other content not provided by the Foundation, are solely the opinions and responsibility of the person or entity providing these materials. These materials do not necessarily reflect the views of the Foundation. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by third parties.

#### Changes to the websites

We may update the content of the Sites from time to time, but the content is not necessarily complete or current. Any material on the Sites may be out of date at any given time, and we are under no obligation to update such material.

#### Information about you and your visits to the Websites

All information we collect on these websites is subject to our Privacy Policy. By using the Website, you consent to all measures we take with respect to your information in accordance with the Privacy Policy.

#### Online purchases and other terms and conditions

Additional terms and conditions may apply to certain portions, services or features of the Site, including conference event registration and sponsorship. All such additional terms are hereby incorporated by reference into these Terms of Use. In the event of a direct conflict between these Terms of Use and the terms and conditions for registration or sponsorship of a conference event, the terms and conditions for the event shall prevail.

#### Linking to the websites and social media functions

You may link to our home page, provided you do so in a manner that is fair and lawful and does not damage our reputation or take advantage of it, but you may not establish a link in a manner that suggests any form of association, approval or endorsement by us without our express written consent.

#### **Links from the websites**

If the Websites contain links to other websites and resources provided by third parties, these links are provided for your convenience only. This also applies to links contained in advertisements, including banner advertisements and sponsored links. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from their use. If you decide to access any of the third party websites linked to this website, you do so solely at your own risk and in accordance with the terms of use for those websites. We reserve the right to withdraw permission to link without notice.

#### **Geographical restrictions**

The owner of the Websites is located in Switzerland. We make no claim that the Websites or their content are accessible or appropriate outside of Switzerland. Access to the Websites may not be legal for certain persons or in certain countries. If you access the Websites from outside Switzerland, you do so on your own initiative and are responsible for compliance with local laws.

#### **Exclusion of guarantees**

You acknowledge that we cannot and do not guarantee that files available for downloading from the Internet or the Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to meet your particular requirements for virus protection and accuracy of data input and output, and for maintaining means outside of our website to reconstruct lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEB SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEB SITES, OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEB SITES OR ON ANY WEB SITES LINKED TO THE WEB SITES.

USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PO NOR ANY PERSON AFFILIATED WITH PO MAKES ANY WARRANTY OR REPRESENTATION REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER PO NOR ANY PERSON AFFILIATED WITH PO MAKES ANY REPRESENTATION OR WARRANTY THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

PO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR THE LIMITATION OF THE DURATION OF IMPLIED

WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **Limitation of liability**

IN NO EVENT SHALL PO, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE WEBSITE, ANY WEBSITES LINKED TO THE WEBSITE, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS PURCHASED THROUGH THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF INCOME, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING SHALL NOT AFFECT ANY LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify and hold harmless PO, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Use or your use of the Site, including but not limited to your use of the Site Content, services and products not expressly authorized by these Terms of Use, or your use of any information obtained from the Sites.

#### **Applicable law and place of jurisdiction**

All matters relating to the Sites and these Terms of Use, and any disputes or claims arising out of or relating to them (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the domestic laws of the jurisdiction in which the applicable PO operator is located, without giving effect to any choice or conflict of law principles (whether in Switzerland or any other jurisdiction).

Any action, suit or proceeding arising out of or relating to these Terms of Use or the Sites shall be instituted exclusively in the applicable venue of PO's operator, although we reserve the right to bring any action, suit or proceeding against you for breach of these Terms of Use in your country of residence or other relevant country. You waive any objection to the exercise of jurisdiction over you by such courts and to the jurisdiction of such courts.

#### **Renunciation and separability**

No waiver by PO of any condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such condition or a waiver of any other condition, and PO's failure to assert any right or provision under these Terms of Use shall not be deemed a waiver of such right or provision.

If any provision of these Terms of Use is found by a court or other competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be stricken or limited to the minimum extent necessary so that the remaining provisions of the Terms of Use remain in full force and effect.

#### **Entire agreement**

The Terms of Use, our Privacy Policy and the Event Registration Terms constitute the sole and entire agreement between you PO with respect to the Sites and supersede all prior and

contemporaneous agreements, contracts, representations and warranties, both written and oral, with respect to the Sites.

**Your comments and concerns**

These websites are operated by PO and their respective operators. All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: support@privateonly.pro.

Further, PO cannot guarantee that the basic technologies used, such as the Internet and the necessary hardware, will always be available.

The user is responsible for the selection and functioning of the computer systems and components, including the software for the operation of nodes or the storage of wallets. Any liability is rejected.

Under every circumstance the german document Nutzungsbedingungen PO, (to receive a copy write to info@privateonly.pro) is the leading and valid version of this document.

--  
2023/03/15