



# 4P-Software Terms/Disclaimer

[06.06.2020]

## 1. Definitions

**4P (4thPillar) Platform** mean a smart contract-based platform that enables on-chain communication in the form of emailing and messaging.

**Developers** mean the developers contributing to the 4P platform code and the code of the accompanied protocols.

## 2. 4P Platform

P2P (i.e. peer-to-peer) dMail & dChat platform that is non-custodial, censorship-resistant, de-platforming-resistant, permissionless, and immutable with permanent permissionless access.

## 3. Intellectual Property

Means all property rights and other exclusive rights. Intellectual property objects means in accordance with the legislation relating to any jurisdiction in the whole world (i) inventions (patentable and non-patentable, used or not used in practice and/or developed independently or jointly with other parties), all their improvements, patents, patent applications, patents and inventions' descriptions and all other copyright to the inventions, together with all their reissues, extensions, continuation-in-part applications, divisions, revisions, additional certificates of protection, renewals and revisions; (ii) trademarks, service marks, trade names, logos, designs, advertising slogans, firm names of legal entities, along with all intangible elements of value of the firm which they represent and are associated with, registrations, applications for registration and renewed registrations; (iii) copyright (whether registered or unregistered), works that may be the subject matter of copyright, copyrights and their registration and applications for registration; (iv) web sites in the Internet; (v) the design of integrated circuits, cell libraries, electronic masks, lists of network connections, simulated experiments, masking work, right to semiconductor integrated circuits, their

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registration, applications for registration and renewal of registration; (vi) computer software (including, without limitation, source codes, mechanisms of forming source codes, input files and output programs), software development tools (including, without limitation, assemblers, compilers, transcribers, utilities, data compactors), libraries, algorithms, routines, subroutines, codes with comments and documented codes, notes of programmers, system architecture, logic flow, data, computer applications and operation programs, databases and documentation on them; (vii) trade secrets and other confidential information (including, without limitation, ideas, technologies, know-how, processes and production and manufacturing techniques, research and development information, drawings, diagrams, specifications, bills of materials, designs, plans, proposals, technical data, pricing information, marketing information, financial records, customers and suppliers lists and other proprietary information of a person); (viii) formulae, developments, test data and market research; (ix) their copies and embodiment (in any form or format), and all modifications, improvements and derivative work on the basis of the foregoing; and (x) all rights to prosecute and to receive compensation in connection with any past, existing or future violations of any of the rights above and pre-emptive rights and rights to protect the rights to the foregoing in accordance with the legislation relating to any jurisdiction in the whole world.

#### **4. Licence**

4.1. We grant you the right to use the software solutions under MIT open-source licence.

4.2. The Project is neither engaged in nor licensed to render any of the crypto-asset services under the laws of any jurisdiction in the world, such as:

- (a) the custody and administration of crypto-assets on behalf of third parties;
- (b) the operation of a trading platform for crypto-assets;
- (c) the exchange of crypto-assets for fiat currency that is legal tender;
- (d) the exchange of crypto-assets for other crypto-assets;
- (e) the execution of orders for crypto-assets on behalf of third parties;
- (f) placing of crypto-assets;
- (g) the reception and transmission of orders for crypto-assets on behalf of third parties
- (h) providing advice on crypto-assets.

#### **5. Advice**

Neither this disclaimer nor any information materials made available to you on the Websites associated with FOUR tokens or accompanied protocols must be understood as our advice to purchase FOUR Tokens. We give you no guarantee, advice or other assurance as regards the value of the FOUR Tokens, their availability, transferability, safe storage in the Wallets and other qualities.

#### **6. Risk of Integration and Adoption**

We can neither give you any guarantee, advice or other assurance as regards a term of platform integration. It is possible that the 4P platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the

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creation and development of distributed tokens more generally. Such a lack of use or interest could negatively impact the development of the 4P platform. The further development of the 4P platform and its accompanied protocols may be abandoned for several reasons economic, technical, legal, regulatory or other circumstances at our full discretion including lack of interest from the public, lack of funding, and lack of commercial success or prospects (e.g. caused by competing projects). You, therefore, understand and accept that there is no warranty or assurance that, even if the Services is partially or fully developed and launched, it could never gain adoption.

## **7. Limitation of Liability**

To the fullest extent permitted by applicable law; (1) in no event will the developers or any of the developers parties be liable to you or anyone else for any indirect, special, incidental, consequential, or exemplary damages of any kind (i.e. including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to use of the 4P platform or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (i.e. including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (i.e. even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and; (2) in no event will the aggregate liability of the issuer and the issuer parties (i.e. jointly), whether in contract, warranty, tort (i.e. including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the 4P platform.

## **8. Risks Arising from Taxation**

Some of the L1/L2s require you to have Tokens to pay for transaction costs in the L1/L2 network. It is your own responsibility to arrange for the crediting of such Tokens to your relevant L1/L2 wallet and directly incur the relevant transaction costs and licence fees in the selected L1. We give you no guarantee, advice or other assurance as regards the value of Tokens, their availability, transferability, safe storage in the L1/L2 and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of the Tokens by you.

## **9. Risk of Competing Services**

It is possible that an alternative protocol could be established that utilises the same open-source code and attempts to facilitate services that are materially similar to the 4P services. The Services may compete with these alternatives, which could negatively impact the 4P Services.



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