



Monero Space Terms of Service

Last Amended 2020-10-29

These Monero Space Terms of Service (the “Terms”) is entered between you (hereinafter referred to as “you” or “your”) and Monero Space LLC (“Monero Space”, “MS”, “MSW”, “us”, “we”), a Wyoming limited liability company. By signing up for an account on any Monero Space service, or by using any Monero Space platform or service, you agree to these Terms. If you do not agree to these Terms, you may not use and Monero Space platforms or services.

Scope

These Terms govern your interactions with any Monero Space services, including but limited to:

1. Monero Space Chatwoot
2. Monero Space website <https://monero.space>
3. Monero Space NextCloud <https://nextcloud.monero.space>
4. Monero Space Flarum <https://forum.monero.space>
5. Monero Space servers
6. Any other Monero Space platform or service
7. Any access of any Monero Space platform or services and its functions through an embedded service, which could include interactions on other platforms including but not limited to:
 - a. Reddit <https://reddit.com>
 - b. Twitter <https://twitter.com>
 - c. Freenode IRC (or other IRC chat)
 - d. Matrix
 - e. Facebook <https://facebook.com>

For the extent that any of these Terms are relevant, these Terms are also imposed on any platform not operated by Monero Space directly, but for which Monero Space has some type of moderation capabilities or through which it provides some type of service. For example, this can include a Monero Space subreddit, a Monero Space Facebook page, or another platform.

Definitions

1. **Services.** These refer to the services provided by Monero Space to you, provided through any method in the scope defined above, including on any Platform.
2. **MS Representatives.** Representatives of Monero Space who are assisting Monero Space in some capacity, which may include providing Services. MS Representatives are not necessarily employed by MS, they may not formally represent MS, and they may have no authorized capacity to enter into any agreement, create or change terms, or to take any other action. These MS



Representatives may be acting entirely in their own individual capacity, for example as volunteers.

3. **Platforms.** Platforms refer to any means through which MS provides Services. These Platforms may be hosted directly by MS (including through the use of a server hosting company), or they may be hosted by a third-party within MS has set up an embedded service or integration, such as Twitter, Facebook, Reddit, Freenode IRC, and Matrix. While these Platforms may not be directly hosted or owned by MS, you may still interact with MS Services when using these platforms, for example in the case of you messaging a Twitter account that uses MS Services to provide support.
4. **Service Users.** These are users of MS Services that you may encounter. You are a Service User when you interact with MS Services. This does not include employees and directors of MS acting in an official capacity of MS, but it includes these employees and directors when they are acting in their own individual capacity only.
5. **Code of Conduct.** This refers to the Monero Space Code of Conduct, available on the Monero Space website. Also abbreviated as “CoC.”

Representations, Warranties, and Acknowledgements

By using the Services, you represent and warrant the following:

1. You acknowledge that MS will make an effort to protect your submitted comments, posts, and messages, or any other submitted data in any form; however, you realize that MS is not at all required to compensate you for any loss or leak of data that you submit when using any Services. You realize that the information you provide to MS Services may be accessible to many MS Representatives, including current and future volunteers who are not employees of MS. Information may be shared with law enforcement if we receive a request for information, and we are not required to inform you or anyone else about the request nor inform you or anyone else about what, if any, information was provided to fulfill that request. You should only submit information in the use of any MS Service that you would feel comfortable shared with the public and law enforcement.
2. You agree not to submit any personally identifiable information about your identity, or any other data that is protected by GDPR, CCPA, or any other act or regulation which is applicable to you or MS. If you accidentally submit this type of information, contact Monero Space immediately.
3. You agree to never submit your Monero private keys, Monero mnemonic seed, or any other information that can be used to access or recover assets of any type, including Monero and other cryptocurrencies. You will not submit Monero or Zcash view keys, or any other keys that provide access to non-public information about asset transfers.



4. You are not a member of an OFAC sanctioned country, entity, or another OFAC-sanctioned individual or entity.
5. You represent that you have the capability of agreeing to these Terms of Service.
6. You represent that you are an adult. In no cases should those under 18 years old use MS Services.
7. You understand that MS is in no way responsible for any actions you take, including suggestions from MS Representatives that could involve you losing funds, sending funds to an undesired recipient, being unable to restore your Monero or another asset, sending personal information to an attacker, or any other action. Since most MS Representatives are volunteers, there is no way for MS to confirm that they are always acting in the best interests of you. **If you are scammed or otherwise injured by MS Representatives, you agree that MS is in no way liable for any of the resulting actions you take, or for actions taken by MS Representatives.** MS will NOT compensate you in any way or otherwise provide reparations for negligence, gross negligence, willful misconduct, intentional violation of some law, or fraud of MS Representatives and the injuries caused, directly or indirectly, through the use of Services.
8. The costs for Services will always be clearly shared; do NOT directly pay MS Representatives for any use of the Services or for access to any Platform. MS is not liable and will provide no compensation of any sort if a MS Representative asks payment from you to access or use a Service or Platform. If you have any questions about whether you should pay for any Service or Platform, please contact us.
9. Services have no guarantee of availability, correctness, or completeness. MS may ignore your questions or other communication, and you agree that you have no right for MS to receive or have access to Services or Platforms.
10. In cases where you are requesting Services, you acknowledge that MS may be unable to help you or provide Services. In any case, MS has no obligation to provide any Services or Platforms of any kind, and these Services or Platforms can be closed or inaccessible in the sole decision of MS without any prior warning.
11. You understand that Monero Space LLC and MS Representatives do not represent Monero (the cryptocurrency) as a whole; MS is an independent workgroup with no direct affiliation with the Monero decentralized cryptocurrency. MS is not an administrator, arbitrator, omnipotent validator, or controlling organization of the Monero decentralized cryptocurrency.
12. If you are blocked or banned from using any Services or Platforms for whatever reason, you agree not to create other accounts, use proxies or other anonymizing services, interact with the Services through another platform or integration, or otherwise interact with the Services.
13. Under no circumstances should you solicit financial, tax, or legal advice from the Services. Messaging from MS Representatives should never be considered financial, tax, or legal advice, or any other sort of professional advice, even if a MS Representative claims to offer such professional advice. MS is not liable if MS Representatives or any Service Users mis-represent



their qualifications or otherwise incorrectly state that the Services provide any sort of professional advice.

14. Services are provided on an “as is” and “as available” basis without any representation or warranty, whether express, implied or statutory. MS specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. MS does not make any representations or warranties that access to the Services or any of the materials contained therein will be continuous, uninterrupted, timely, or error-free.

Code of Conduct

You agree to follow the Monero Space Code of Conduct at all times are you interacting with other individuals or entities on a Monero Space platform or when using a Monero Space service. This Code of Conduct (sometimes referred to simply as the “CoC”) may be modified from time to time. Users must not post or share through any means any hateful, offensive, illegal, sexist, racist, homophobic, or transphobic content, spam, or any other undesired content considered undesired by the sole discretion of the moderators. You understand moderators may take actions at their sole discretion on users who attempt to circumvent the CoC or otherwise post content that does not align with the intent of the CoC. The CoC may be amended at any time without notice, and users agree to always follow the most recent version of this CoC. Moderators have the ability to take any action, including banning, blocking, rate limiting, or other actions at their own discretion, even if the user does not believe they have broken the CoC or any of these Terms.

Illegal and Copyrighted Content

You agree to only ever submit by any means to any Monero Space platform or service legal content that you have the right to post. You must not share any copyrighted content that you do not have the authority to share. You must not share any content considered illegal in the United States, Illinois, Wyoming, and your jurisdiction. You accept all responsibility for the content that you post, and you accept that Monero Space may share information about you to law enforcement and for compliance purposes as described in the MS Privacy Policy. You agree to pay for all damages, including legal costs, caused by you for content that you post on any Monero Space Platforms or in use of any MS Services, even if your intent was not to post this content, and even if you did not realize content was copyrighted or illegal.

Privacy Policy

You agree to the Monero Space Privacy Policy, located on the Monero Space website. These may change from time to time, and you must agree to these privacy policies to use any Monero Space Platforms or Services.

Contact Monero Space



You may contact Monero Space LLC by emailing legal@monero.space, or by sending a letter to:

Monero Space LLC
30 N Gould St Ste R
Sheridan, WY 82801 USA

You acknowledge that unless required by law, Monero Space will have no obligation to reply to messages in any time period or at all. You should contact Monero Space if you have a comment or complaint about the Services you received. Unless required by law, you should not rely on or expect a response, even if MS makes an effort to reply to messages.

Amendments

MS may amend or modify these Terms, in our absolute and sole discretion, by posting on the MS website or emailing to you the revised Terms, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services or any other relevant services and close your account (if an account is applicable). You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services. You agree to be ultimately responsible for keeping up to date with the latest version of the Terms. Your continued use of Services is deemed your acceptance of the modified Terms. MS is in no way liable for and will in no way provide compensation for instances of negligence or ignorance by you of the Terms.

Governing Law and Disputes

These terms are governed by the laws of Illinois. You agree to a venue in Chicago, Illinois.

If you have a dispute with MS, we will attempt to resolve any such disputes through our support team. **If we cannot resolve the dispute through our support team, you and MS agree that any dispute arising under this Agreement shall be finally settled in binding arbitration in Chicago, Illinois administered by JAMS, on an individual basis, and you and MS hereby expressly waive trial by jury and right to participate in any action involving collective, consolidated, or representative proceedings, including a class action lawsuit or class-wide arbitration.** IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE THEN EACH PARTY, (i) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES, AND (ii) SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN COOK COUNTY, ILLINOIS AND EACH PARTY AGREES NOT TO INSTITUTE ANY SUCH ACTION OR



PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION. Notwithstanding the above, you and MS each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Indemnification

You agree to indemnify and hold harmless MS and its service providers, and each of its or their respective officers, directors, agents, joint venturers, employees, volunteers, and representatives, from any loss, damage, cost, action, claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of these Terms; your use of, or conduct in connection with, the Services; or your violation of any law, rule or regulation, or the rights of any third party.

Entire Agreement

These Terms herein comprise the entire understanding and agreement between you and MS as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms), and every nature between and among you and MS.

Severability

If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

Survival

All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, those sections pertaining to suspension or termination, instances where MS bans, blocks, or suspends your account, general use of the MS Services, disputes with MS, and general provisions, shall survive the termination or expiration of these Terms.

Change of Control

Should MS be acquired by or merged with a third-party entity, MS reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

No Waiver



This Agreement shall not be construed to waive rights that cannot be waived under applicable local, provincial, state and federal laws where you are located.