

Terms & Conditions

1. INTRODUCTORY PART

SMARTZ PLATFORM ("we" "us") website(s) (our "Site" or "Sites") and related services are made available to you in accordance with the following Terms of Use & Service and any other rules posted on our Sites (collectively, the "TOS"). Please read the TOS carefully before registering on our Site or use any of our Services. We recommend you should keep a copy of the TOS for future reference.

SMARTZ PLATFORM is a Smart Contract Marketplace and DApp platform that allows for easy, user friendly access to crypto-currencies and smart contracts alike.

SMARTZ PLATFORM is a web platform which will act as a store for smart contracts in the Ethereum blockchain.

In particular, the services that you may use on our website are:

- Add, edit, buy, view, deploy smart contracts. Smart contracts may be defined as computerized transaction protocols that execute the terms of a contract.

If you wish to address SMARTZ PLATFORM , you can email us at mailbox@smartz.io

If you are a natural person under the age of 16 you must let your parent or guardian know about SMARTZ's Privacy Policy before you register to use this Site or any of this Site's services. We reserve the right to only accept the use of Services from those over 18 however.

We may modify the TOS from time to time. Please read the TOS and check back often to see if this has been revisited or not. If you do not agree to any change to the TOS then you must immediately stop using the SMARTZ PLATFORM. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

2. REGISTRATION

To use some of the services or features made available to you on this Site you will need to register.

When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at the following e-mail address mailbox@smartz.io . We may also change registration requirements from time to time.

The account password you provide should be unique and kept secure, and you must notify SMARTZ PLATFORM immediately of any breach of security or unauthorized use of your account.

Please refer to our privacy policy for information about how we use your data.

Subject to the terms and conditions of this Terms and Conditions, Modes grants you a limited, revocable, non-exclusive, non-sub licensable, non-assignable access to use SMARTZ PLATFORM smart contracts platform solely for the purpose of publishing and trading smart contracts to other platform users.

SMARTZ PLATFORM will not (and will not permit any third party or user to) (i) copy, modify, adapt, translate or otherwise create derivative works of SMARTZ PLATFORM included on

SMARTZ PLATFORM smart contracts marketplace (including any documentation relating thereto, which SMARTZ PLATFORM may provide to users from time to time); (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any software embedded in the SMARTZ PLATFORM smart contracts marketplace; or (iii) use, post, transmit or introduce any device, software or routine that interferes or attempts to interfere with the operation of the SMARTZ PLATFORM smart contracts marketplace.

3. ELIGIBILITY TO REGISTER AND/OR TO PUBLISH SMART CONTRACTS AND/OR PURCHASE ETH

In order to register and use any of our Services on the Site, you will be required to provide your personal details.

If you hold citizenship, permanent residency, or have been a tax resident in the United States, then you are prohibited from using any of the services provided by SMARTZ PLATFORM. Further restrictions on regional criteria may apply and are regularly updated. In particular, if you are a natural person you must provide your real full name, phone number, e-mail address, password and other requested information as indicated. You will then need to validate the e-mail that you have provided for at registration before being able to access and use your account.

If you are a legal entity using our Services, you need to provide company name, company email, invoice name, company number, address and country of registration.

Furthermore, should you wish to buy smart contracts, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

4. REGISTRATION, VALIDATION AND USE OF THE SMARTZ PLATFORM

The use of the SMARTZ PLATFORM is subject to user registration and account validation. Before doing so, the user is obliged to review and accept these TOS and the Privacy Policy. The user must login its correct credentials after account validation and may thereafter use the Services that we provide.

SMARTZ will store a record of your transactions for a minimum of five years.

5. INTELLECTUAL PROPERTY RIGHTS

Your use of the Site and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including SMARTZ PLATFORM Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by SMARTZ PLATFORM and/or its third-party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. You are permitted to make one copy for the purposes of viewing Content for your own personal use.

6. CONTENT

"Content" is defined as any graphics, photographs, including all image rights, video, audio or text on this Site. SMARTZ PLATFORM tries to ensure that the information on this site is accurate and complete. SMARTZ PLATFORM does not promise that SMARTZ PLATFORM's Content is accurate or error-free. SMARTZ PLATFORM does not promise that the functional aspects of the Site or SMARTZ PLATFORM's Content will be error free or that this Site, SMARTZ PLATFORM Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

7. YOUR ACTIVITY

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis.

Prohibited Nationalities

Any customer holding citizenship, permanent residency, or who has been a tax resident in the United States is prohibited from using any of the services provided by the company.

8. THIRD PARTY

We may include hyperlinks on this Site to other websites or resources operated by parties other than , including advertisers. SMARTZ PLATFORM has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

9. LIMITS ON OUR LIABILITY

Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract is made, both you and SMARTZ PLATFORM knew it might happen. Our liability shall be in any events limited to EUR 100.

We are not responsible for losses not caused by our breach or negligence, indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us (for example, unearned benefit, loss of profits or loss of opportunity) at the time when the contract has been concluded.