

# Colosseum Terms of Service

Last updated: January 23, 2024

## Scope

These terms, and the accompanying privacy policy at <https://www.colosseum.org/privacy-policy>, which is incorporated into and a part of these terms, govern the use of the Colosseum website at <https://www.colosseum.org> and the associated tools and services, including <https://arena.colosseum.org>.

Collectively, the website and the associated tools and services are referred to as the “**Services**” in these terms. The operator may offer other products and services.

The Services do *not* include outside websites or platforms which may be linked or interconnected to the Services. Such outside platforms may have their own terms of service, which control for all transactions on such platforms. These outside platforms may include, but are not limited to:

***The operator is not responsible for any transactions on other platforms and disclaims all liability for such transactions.***

These terms include important provisions governing your use of the Services. **These provisions affect such matters as your right to use the Services, actions you are prohibited from taking with respect to the Services, disclaimers regarding liability, and your waiver of the right to bring a suit in a court of law and to a jury trial.** Before using the Services, make sure that you read and understand all of these terms and the accompanying privacy policy at <https://www.colosseum.org/privacy-policy>.

Colosseum Org LLC, a Delaware limited liability company, operates the Services. It and its affiliates are referred to in this document as the “operator,” “we,” or “us.”

## Important Terms

These terms include a number of especially important provisions that affect your rights and responsibilities, such as the disclaimers in **Disclaimers**, limits on the operator’s legal liability to you in **Limits on Liability**, your agreement to reimburse the operator for problems caused by your misuse of the Services in **Your Responsibility**, and an agreement about how to resolve disputes in **Disputes**.

## Your Permission to Use the Services

Subject to these terms, the operator gives you permission to use the Services. You can’t transfer your permission to anyone else. Others need to agree to these terms for themselves to use the Services.

# Conditions for Use of the Services

Your permission to use the Services is subject to the following conditions:

1. You must be at least eighteen years old.
2. You may no longer use the Services if the operator tells you that you may not.
3. You must follow **Acceptable Use** and **Content Standards**.

## Acceptable Use

1. **You may not break the law using the Services.** If we determine that you have broken the law, we will revoke your access.
2. You may not use or try to use anyone else's account on the Services (or to connect with anyone else's wallet) without their specific permission.
3. You may not buy, sell, or otherwise trade usernames or other unique user or account identifiers on the Services.
4. You may not make publicly available the personal information of other people using the Services.
5. You may not send advertisements, chain letters, or other solicitations through the Services, or use the Services to gather addresses for distribution lists (except to the extent expressly provided by the functionality of the Services).
6. You may not falsely imply that you're affiliated with or endorsed by the operator.
7. You may not remove any marks showing proprietary ownership from materials you download from the Services.
8. You may not disable, avoid, or circumvent any security or access restrictions of the Services.
9. You may not strain infrastructure of the Services with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems the operator uses to provide the Services.
10. You may not “screen scrape” or otherwise use any automated means to access the Services or collect any information from the services, *except* to index the public-facing portions of the Services for a search engine.
11. You may not impersonate others through the Services.
12. You may not reverse engineer or “decompile” any of the Services.
13. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as “jail breaking.”
14. You may not encourage or help anyone in violation of these terms.

15. You are not a resident, national, or agent of the Crimea region, Cuba, Iran, North Korea, Syria, or any other country to which the United States, the United Kingdom, or the European Union embargoes goods or imposes similar sanctions.
16. You may not have been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our Services to conduct any illegal or illicit activity.
17. You have not been placed on any of the following lists: European External Action Service Consolidated Financial Sanctions List; EU Terrorist List; FATF Non-Cooperative Countries and Territories; Federal Bureau of Investigation Most Wanted Terrorists & Seeking Information; Bank of England Sanctions List; HM Treasury Sanctions List; Politically Exposed Persons List; World Bank Ineligible Firms; Department of Foreign Affairs and Trade Consolidated List.

## **Content Standards**

1. You may not engage in conduct or submit content to the Services that is illegal, defamatory, offensive, or otherwise harmful to others. This includes, but is not limited to, conduct or content that is harassing, inappropriate, expressing racial or other bigotry, and/or abusive.
2. You may not engage in conduct or submit content to the Services that violates the law, infringes anyone's intellectual property rights, violates anyone's privacy, or breaches agreements you have with others.
3. You may not submit content to the Services containing malicious computer code, such as computer viruses or spyware.
4. You may not submit content to the Services as a mere placeholder to hold a particular address, username, or other unique identifier.
5. You may not use the Services to disclose information from or about others that you don't have the right to disclose.
6. The "Content Standards" in this section extend to any content hosted on any other site or service and "embedded" in or otherwise connected to the Services.
7. The operator shall have the sole right to determine whether any of the provisions in this "Content Standards" section have been violated.

## **Enforcement**

1. The operator may investigate and prosecute violations of these terms to the fullest legal extent. The operator may notify and cooperate with law enforcement authorities in prosecuting violations of the law and these terms.

2. The operator reserves the right to change, redact, and delete content on the Services for any reason. If you believe someone has submitted content to the Services in violation of these terms, contact the operator immediately. See **Contact**.
3. The operator may, at any time and in its sole discretion, refuse any transaction or transfer request submitted via the Services, impose limits, or impose any other conditions or restrictions upon your use of the Services, without prior notice. The operator may also make the Services unavailable at any time, in its sole discretion.

## Your Information

You agree to:

1. Provide accurate, current and complete information about you if requested by any registration or subscription forms on the Services or otherwise requested by the operator;
2. Maintain the security of your password and identification;
3. Maintain and promptly update any information you provide to the operator, to keep it accurate, current and complete;
4. Promptly notify the operator regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Services or the terms on which you use the Services; and
5. Be fully responsible for all use of your account on the Services and for any actions that take place using your account.

## Know Your Customer

1. You acknowledge that the operator and its partners may perform Know Your Customer (“KYC”) procedures on the information you provide, as required by internal policies and as required by applicable guidelines or regulations. You consent to such KYC procedures.
2. You agree that this is a general requirement and in compliance with regulatory rules and guidance, and in no way creates or is deemed to be any form of recommendation or advice by the operator.
3. The operator may in its sole and absolute discretion decline to accept any person’s request in anything, at any time, with no requirement for any reason or explanation; you agree that such decline(s), if any, shall not constitute an opinion, recommendation or investment, legal or tax advice by the operator.

## Background Checks

1. The operator may perform background checks on users as required by applicable guidelines or regulations. These background checks will seek to confirm whether a user’s name and identity matches the identity of anyone listed on a terrorist or criminal database or watch list or is associated with any foreign government. You consent to such background checks.

2. With respect to background checks, the data and information contained in our investigations is obtained from numerous regulatory, private, and public sources and is thought to be reliable.
3. Background check information is shared with our partners as necessary to facilitate the Services.
4. We and or our partners may have legal obligations under the USA Patriot Act or other applicable laws designed to detect money laundering or other crimes, including obligations to report suspicious activity. We reserve the right to deny any individual the right to access products that are otherwise available on the Services for any reason, including, without limitation, as a result of information obtained in connection with background checks and whether or not such information is accurate, truthful or complete.

## Your Content

1. The operator is not obligated to review or edit any user-submitted content on the Services.
2. Nothing in these terms gives the operator any ownership rights in content or intellectual property that you share with the Services, such as your account information and content you submit to the Services. Nothing in these terms gives you any ownership rights in the operator's content or intellectual property, either. Unless otherwise noted, the operator owns the intellectual property of the Services and all content it has posted.
3. Between you and the operator, you remain solely responsible for content you submit to the Services. You agree not to wrongly imply that content you submit to the Services is from, sponsored by, or approved by the operator. These terms do not obligate the operator to store, maintain, or provide copies of content you submit.
4. Content you submit to the Services belongs to you, and you decide how to license it to others. But at a minimum, you license the operator to provide content that you submit to the Services to other users of the Services. That special license allows the operator to copy, publish, and analyze content you submit to the Services.
5. When content you submit is removed from the Services, whether by you or by the operator, the operator's special license ends when the last copy disappears from the operator's backups, caches, and other systems. Other licenses you give for your content may continue after your content is removed. Those licenses may give others, or the operator itself, the right to share your content through the Services again.
6. Others who receive content you submit to the Services may violate the terms on which you license your content. You agree that the operator will not be liable to you for those violations or their consequences.
7. The operator reserves the right to terminate, in its sole discretion, the accounts of any users who repeatedly infringe the intellectual property of others.

## Our Content

1. Unless otherwise stated, the operator and/or its licensors own the intellectual property rights for all material in the Services. Certain images or videos appearing on the Services may belong to third parties, in which case the operator is using such images as a fair and permissible use and/or with the consent of the copyright holder. All intellectual property rights are reserved.
2. You may view and/or content in the Services for your own personal use subject to restrictions set in these terms and conditions.
3. You may not republish, sell, rent, sub-license, reproduce, duplicate, or copy content from the Services, except with regard to your own content, or content to which you hold a suitably permissive license.
4. You may not redistribute content from the services *unless* such content is specifically designated for redistribution.
5. Nothing in these terms confers any license to any intellectual property rights, except as explicitly stated.

## DMCA

If you believe that any material on the Services infringes upon any copyright which you own or control, you may send a notification of such infringement to us at [hello@colosseum.org](mailto:hello@colosseum.org).

To meet the notice requirements under the Digital Millennium Copyright Act (“DMCA”), the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Your Responsibility (Indemnification)**

You agree to reimburse the operator for all the costs of legal claims by others related to your breach of these terms, or breach of these terms by others using your account. Both you and the operator agree to notify the other side of any legal claims you might have to reimburse the operator for as soon as possible. If the operator fails to notify you of a legal claim promptly, you won't have to reimburse the operator for costs that you could have defended against or lessened with prompt notice. You agree to allow the operator to take over investigation, defense, and settlement of legal claims you would have to reimburse the operator for, and to cooperate with those efforts. The operator agrees not to enter any settlement that admits you were at fault or requires you to do anything without your permission.

## **Disclaimers**

1. **You accept all risk of using the Services and their content.** As far as the law allows, the operator provides the Services and its content "as is," without any warranty whatsoever. The operator expressly disclaims, and you expressly waive, any representations, conditions or warranties of any kind, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third-party rights.
2. **You confirm that you accept all risk associated your personal financial, cryptocurrency, and other crypto asset holdings, staking, and transfers.** You agree and acknowledge that the operator is not responsible or liable for any loss, harm, or damage, of any kind, related to or arising from your use of the Services, or arising from disclosure of your personal wallet "key," **even if such loss may be attributed to an error or "bug" in the Services.**
3. We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier.
4. At any time, your access to your tokens or other cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use which may result in your tokens or other cryptocurrency assets diminishing in value or you being unable to complete a smart contract.
5. The website may hyperlink to and integrate websites and services run by others. The operator does not make any warranty about services run by others, or content they may provide. Use of services run by others may be governed by other terms between you and the one running service.

6. You agree that you understand the inherent risks associated with cryptographic systems, including hacking risks and future technological development.
7. You agree that you have an understanding of the usage and intricacies of native cryptographic tokens. **You acknowledge and understand that with regard to any cryptographic tokens “stored” in a wallet to which you have custody, you alone are responsible for securing your private key(s).** We do not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to blockchain resources and your blockchain wallet.
8. You agree that with regard to any cryptographic tokens or other assets stored on resources hosted by the operator, the operator is not liable to you for any loss, failure, or unavailability of any kind, of such tokens or assets, for any reason.
9. Regardless of anything to the contrary in these terms, nothing in these terms is a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.
10. The information and services provided on the Services are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where the operator is not authorized to provide such information or services. Some products and services described on the Services may not be available in all jurisdictions or to all clients.
11. **The operator is not registered, licensed, or supervised as a broker dealer or investment adviser by the SEC, the Financial Industry Regulatory Authority (FINRA), or any other financial regulatory authority or licensed to provide any financial advice or services. The information contained herein neither constitutes an offer for nor a solicitation of interest in any specific securities offering. For any proposed offering pursuant to an offering statement that has not yet been qualified by the SEC, no money or other consideration is being solicited, and if sent in response, will not be accepted.**
12. You acknowledge that the operator and its affiliates do not provide investment, legal, or financial advice, or a recommendation of securities or investments, and that you are not relying on the operator or any of its affiliates, officers, directors, partners, agents or employees in making an investment decision. Always consider seeking the advice of a qualified professional before making decisions regarding your business and/or investments. The operator does not endorse any investments and shall not be responsible in any way for any transactions you enter into with other users. You agree that the operator and its affiliates, officers, directors, partners, agents or employees will not be liable for any loss or damages of any sort incurred as a result of any interactions between you and other users.

13. It is your responsibility to determine what, if any taxes may apply to the transactions you complete that may be related to the Services and it is your responsibility to report and remit the appropriate tax to the relevant taxing authorities. You agree that the operator is not responsible for determining whether taxes apply to the exchanges that may be related to the Services.

## **Limits on Liability**

- 1. As far as the law allows, neither you nor the operator will not be liable to the other for any: (1) financial losses; (2) loss of use, data, business or profits; or (3) indirect, special, consequential, exemplary, punitive, or any other damages arising out of or relating to the Services or these Terms of Service.**
2. Both you and the operator acknowledge that the limitations of liability in this section are material provisions of these Terms of Service, and that absent those limitations of liability, one or both of the parties would have declined to enter into the Terms of Service on the economic and other terms stated in it.
- 3. To the extent not expressly prohibited by law, both you and the operator knowingly, voluntarily, intentionally, permanently, and irrevocably:**
  - a. AGREE that the rights and obligations of both you and the operator that arise out of or relate to the Services, or any transaction or relationship resulting from the Services or these Terms of Service, are to be defined solely under the law of contract in accordance with the express provisions of these Terms of Service; and
  - b. WAIVE any such obligations allegedly owed by you or the operator that are not expressly stated in these Terms of Service, whether those obligations are alleged to arise in (for example) quasi-contract; quantum meruit; unjust enrichment; promissory estoppel; tort; strict liability; by law (including for example any constitution, statute, or regulation); or otherwise.
4. You and the operator specifically agree that each limitation of liability in this section is to apply:
  - a. to both you and the operator, and to the affiliates, agents, and associated individuals of both you and the operator;
  - b. to all claims for damages or other monetary relief, whether alleged to arise in contract, tort (including for example negligence, gross negligence, or willful misconduct), or otherwise;
  - c. regardless whether the damages are alleged to arise in contract, negligence, gross negligence, other tort, willful misconduct, or otherwise;
  - d. even if the allegedly liable party was advised, knew, or had reason to know of the possibility of excluded damages and/or of damages in excess of the relevant damages cap, if any; and

- e. even if one or more limited remedies fail of their respective essential purposes.
- 5. Except as expressly stated otherwise in the Agreement: The cumulative total liability of both you and the operator, for any and all breaches of these Terms of Service, is not to exceed one hundred US Dollars (\$100.00 USD) OR the amount paid by you to the operator as fees for the use of the Services (if any), whichever is larger.**
- 6. Both you and the operator expressly agree not to seek damages in excess of any applicable limitation of liability stated in these Terms of Service.
- 7. Both you and the operator acknowledge that some jurisdictions might not permit limitation or exclusion of remedies under some circumstances, in which case some or all of the limitations of liability stated in this section might not apply; this sentence, though, is not to be taken as a concession that any particular limitation or exclusion should not apply.

## **Termination**

- 1. Either you or the operator may end this agreement at any time. When this agreement ends, your permission to use the Services also ends.
- 2. If you violate any provision of this agreement for any reason, this agreement will automatically terminate and you must cease and desist from any further use of the Services.
- 3. Any section of this agreement, that by its nature should continue after this agreement terminates, will continue after this agreement terminates.

## **Disputes**

- 1. The law of Delaware will govern these terms and all legal proceedings related to these terms or your use of the Services.
- 2. We both agree that all disputes related to the Services under these terms will be heard by arbitration. The arbitration will be in English, heard by one arbitrator, and conducted by JAMS.
- 3. The arbitration will be conducted under JAMS' Comprehensive Arbitration Rules & Procedures, and in accordance with the Expedited Procedures in those rules, except as modified by these terms. The JAMS rules are available at <https://www.jamsadr.com/>.
- 4. The arbitrator's judgment will be final and enforceable in any court of competent jurisdiction.
- 5. The seat of the arbitration will be Wilmington, Delaware; but the arbitration will be conducted remotely to the extent permitted by the arbitration rules in effect.
- 6. We both agree to maintain the confidential nature of any arbitration proceeding and any award, except as may be necessary to prepare for or conduct any arbitration hearing.

7. As a limited exception to the requirement for arbitration, both sides retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of intellectual property rights.
8. If, for any reason, a dispute is heard in a court of law, both sides agree to bring any proceedings related to this agreement (other than the enforcement of a judgment) only in courts of competent jurisdiction in the location of the operator's incorporation.
9. Neither you nor the operator will object to jurisdiction, forum, or venue in those courts.

**10. Both sides waive their rights to trial by jury, and agree to bring any legal claims related to this agreement as individuals, not as part of a class action or other representative proceeding.**

## General Terms

1. If a section of these terms is unenforceable as written, but could be changed to make it enforceable, that section should be changed to the minimum extent necessary to make it enforceable. Otherwise, that section should be removed, and the others should be enforced as written.
2. You may not assign this agreement. The operator may assign this agreement to any affiliate of the operator, any other company that obtains control of the operator, or any other company that buys assets of the operator related to the Services. Any attempt to assign against these terms has no legal effect.
3. Neither the exercise of any right under this agreement, nor waiver of any breach of this agreement, waives any other breach of this agreement.
4. These terms, plus the terms on any Services incorporating them by reference, are all the terms of agreement between you and the operator about use of the Services. This agreement entirely replaces any other agreements about your use of the Services, written or not.

## Contact

1. You may notify the operator under these terms, and send questions to the operator, using the contact information they provide.
2. The operator may notify you under these terms using the e-mail address you provide for your account on the Services, or by posting a message to the homepage of the Services or your account page.

## Changes

1. The operator may update the terms of service for the Services. The operator will post all updates to the Services. The operator may also announce updates with special messages or alerts on the Services.

2. Once you get notice of an update to these terms, you must agree to the new terms in order to keep using the Services.