

## KYC DAPP

### Terms of Service

Last Updated: 18/04/2020

The **Era Swap Foundation OU** is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or lead the **KYC DAPP** ("KYC DAPP"), but rather supports and develops the free, open-source & decentralized applications. <http://kycdapp.com/>

**Era Swap Foundation OU** makes no warranties or representations, express or implied, on products offered through the platform. It accepts no liability for any damages or losses, however caused, in connection with the use of, or on the reliance of decentralized application, products or related services. The **Era Swap Foundation OU** has no role in the operation of markets created on KYC DAPP, and does not have the ability to spend funds that are held in escrow on-contract, does not control how markets resolve or are created, does not approve or reject trades or other transactions on the network, and do not have the ability to modify, cancel, undo, or interact with orders on the network. The **Era Swap Foundation OU** has no power to censor, restrict, or curate markets, orders, trades, positions or resolutions on the **KYC DAPP** contracts. The **Era Swap Foundation OU** has no more control over the KYC DAPP protocol than anyone else using Ethereum. **Era Swap Foundation OU** is not a bank or financial institution and does not provide investment or financial advice or consulting services to users.

In no way are the owners of, or contributors to, the **Website, Mobile applications or any applications** responsible for the actions, decisions, or other behaviour has taken or not taken by the user in reliance upon the **Website or any applications**. Users not authorized and nor should they rely on the **Website or any applications** for any legal advice, business advice, or advice of any kind. Users should act at their own risk in reliance on the contents of the **Website or any applications**.

### Important Guidelines for Users about KYC DAPP

1. The user should carefully review the smart contracts, website content, terms & privacy policies of platforms within KYC DAPP to familiarize as the users are responsible for their exchange of services..
2. The User should confirm that the decision for participating in prediction or events, claiming or undertaking any transaction on the KYC DAPP is taken with complete knowledge & ownership is with the user itself.
3. KYC DAPP does not give any guaranteed returns in FIAT or crypto. Please read the KYC DAPP platforms website content & smart contracts and do your research before proceeding.
4. The User should understand and accept complete responsibility & liability for any damages or losses, however, caused, in connection with KYC DAPP, use of, or on the reliance of KYC DAPP.
5. Era Swap Foundation OU doesn't guarantee any Fiat or Crypto because Era Swap doesn't control any Fiat or any other cryptocurrency. Era Swap token (ES) can only be used in the Eco System. ES cannot be used outside the Era swap Ecosystem.

6. Phishing websites often go hand-in-hand with phishing emails. Phishing emails can link to a replica website or mobile application designed to steal login credentials or prompt one to install malware.

Do not install software or log in to a website unless you are 100% sure it isn't a fake one. Phishing websites may also appear as sponsored results on search engines or in-app marketplaces used by mobile devices. Be wary that you aren't downloading a fake app or clicking a sponsored link to a fake website. It is completely on User's risk and the user is only liable for any such activity.

The creators of KYC DAPP have the right to upgrade the software as per requirement time to time, enhance the features for better users experience, bring in better suitable and innovative Technology and Blockchain versions, perform changes and improvisation in case of unforeseen technology glitch

### **Release and Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- a) your violation of these Terms of Use;
- b) your use of the KYC DAPP Platform, including use that results in any Transactions using any token transactions & token lending protocols;
- c) any User Submissions made by you; or
- d) your violation of any other party's rights or applicable law.
- e) If you have a dispute with any counterparty to any Transaction you enter into through KYC DAPP Platform, you release the Company, its affiliates, and service providers, and each of their respective officers, directors, agents, employees, and representatives from any claims, demands, and damages (actual, consequential, or otherwise) of every kind and nature arising out of or connected with such disputes.

### **Transaction Maintenance**

You are solely responsible for maintaining your private keys and monitoring the Transactions on the underlying protocols. We are not responsible for your failure to adequately monitor your Transactions and Loans, which may result in your failure to make timely payments and the loss of collateral. We are also not responsible for any failures on the underlying protocols or the Ethereum blockchain, including, but not limited to, network failures, inaccurate price feeds, coding errors or hacking attempts, which may result in your losing any or all of the tokens that are part of the Transactions you entered through KYC DAPP Platform. We have no obligation to send you any notifications, including reminders regarding payment or collateral status. You should not rely on any such notifications, if any, and your reliance on any such communications from us is at your own risk.

## **Use of Information Provided by You**

We can use User Submissions to contact you about our products or services. We will use User Submissions following our Privacy Policy. You understand, represent and agree that any User Submission is submitted voluntarily and is not confidential or proprietary and that your User Submission does not establish a relationship between you and us. You grant the Company and its sub-licensees a worldwide, royalty-free, non-exclusive, transferable, perpetual and irrevocable license to use, commercialize and implement the ideas contained in, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Submissions, except as otherwise prohibited by applicable law or these Terms of Use. You waive any right to compensation of any type for your User Submissions. You represent and warrant that you have all of the rights necessary to grant the rights in this Section and that the use of User Submissions by us does not violate any law. You may not post to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that may constitute or encourage a criminal offense, violate the rights of any party or that may otherwise give rise to liability or violate any law.

## **KYC DAPP Platform**

The **Era Swap Foundation OU** provides platform ("KYC DAPP Platform") to access certain decentralised platforms, smart contracts and protocols on the Ethereum blockchain, including token lending protocols and other protocols. However, the Company:

- a) is not a party to any contract, including any debt agreements, entered into by users of KYC DAPP Platform;
- b) does not act as a lender or make loans through use of KYC DAPP Platform, the Website, or any token lending protocols;
- c) is not a regulated marketplace, exchange, or intermediary of any kind; and
- d) Except as outlined in these Terms of Use, does not otherwise enter into any agreements with or commit to any obligations to any user of the KYC DAPP Platform or Website.
- e) We do not own or control the underlying software protocols which govern the origination and funding of loans related to transactions entered into through the KYC DAPP Platform ("Transactions"). By using KYC DAPP Platform, you acknowledge and agree that:
  - (i) We do not take responsibility for operations of the underlying protocols and that we make no guarantee of their functionality, security, or availability and
  - (ii) The underlying protocols are subject to changes in operating rules and that such changes may materially affect the value and function of the related Transactions.

## **Taxes**

It is Users responsibility to determine what, if any, taxes apply to the Peer to Peer Exchange of Services users for which Users have submitted Peer to Peer Exchange of Services details via the Services, and it is Users responsibility to report and remit the correct tax to the appropriate tax authority. Users agree that the KYC DAPP are not responsible for determining whether taxes apply to blockchain Peer to Peer Exchange of Services or for collecting, reporting, withholding, or remitting any taxes arising from any Peer to Peer Exchange of Services on KYC DAPP

### **No Right to Cancel and/or Reverse**

Era Swap (ES) Peer to Peer Exchange of Services: If users use a Service to which Era Swap (ES) is transacted, Users will not be able to change their mind once users have confirmed that you wish to proceed with the Service or Peer to Peer Exchange of Services

### **Suspension or Termination of Service.**

KYC DAPP may suspend or terminate Users access to the Services in its sole discretion, immediately and without prior notice, and delete or deactivate users KYC DAPP account and all related information and files in such without cost to the user, including, for instance, if user breach any term of this Agreement. In the event of termination, users access to the funds in the user account will require users access to the Ethereum via the command line API or third party tool, and will require users to have access to the backup of their Account data including their Account and Private Keys.

### **User Rules & Regulations**

1. All users using services agree & warrant that they not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant to the Company that if they are national, citizen, permanent resident or resident of the country or region designated as a prohibited jurisdiction, in line with the guidance from international monitoring bodies such as the Financial Action Task Force (FATF), the person concerned shall not use or will not have access to the Service. Users will not use the Service while staying in the prohibited jurisdiction.
2. The list below states the prohibited jurisdictions: (subject to change as guidelines)
  - a. Yemen
  - b. Sri Lanka
  - c. Ethiopia
  - d. Syria
  - e. Trinidad and Tobago
  - f. Tunisia
  - g. Pakistan
  - h. Serbia
  - i. Bahamas
  - j. Botswana
  - k. Ghana
  - l. Cambodia
  - m. Iran
  - n. North Korea
3. Users have ascertained that they have reached the majority age and possess the capacity to form a binding contract and have the full capacity to accept the Terms mentioned on the site & in this document, use any Services and conduct any transactions on the Website.
4. Users agree that they have provided Platform or company with accurate, true and complete information about them
5. Users agree to access the website and all activities being conducted thereon are and will be in full compliance with all relevant laws, regulations, regulatory documents, and

various policies of the Company. In particular, any Digital assets you bring on to the Website are legally obtained by you and are not derived from and will not be used for any criminal, fraudulent, terrorism or money laundering activity. All members will be required to comply with the Know Your Customer (KYC), Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT) norms concerning the global standards.

6. Users agree & warrant that all the digital assets (of any types) use to trade on the Website were legally obtained and are legally owned by them or they are validly authorized to carry out any transactions using such digital assets.
7. Users agree & warrant that they have and will continue to abide by any relevant laws or regulations in their respective jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes, if applicable.
8. Users agree & warrant that they have not been suspended or removed from any other exchanges (including digital assets exchange or other financial trading platforms) for any reason.
9. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advice before using any Services and have made an independent judgment irrespective of any advertisements published by the Company in their decision to enter into any transaction.
10. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alters your IP address from that of your physical location.

### **Third-Party Services**

The KYC DAPP Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Era Swap Foundation OU and it is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. When you click on a link to a Linked Site, we may not warn you that you have left the KYC DAPP Site and are subject to the terms and conditions (including privacy policies) of another website or destination.

KYC DAPP is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Era Swap Foundation OU of the site or any association with its operators. User uses the Linked Sites their own risk. When you leave the KYC DAPP, our Terms and policies no longer govern. Users should review applicable terms and policies, including privacy and data gathering practices, of the Linked Sites, and should make whatever investigation they feel necessary or appropriate before proceeding with any transaction with any third party.

Certain services made available via the KYC DAPP Site are delivered by third party sites and organizations.

The Company, therefore, is not liable or otherwise responsible for the Transactions, damages, or liabilities arising out of use of any KYC DAPP Platform or Transactions entered into (or attempted to be entered into). You agree that we have no fiduciary duty to you and no liability in connection with and are not responsible for any liabilities, claims, damages, costs and/or expenses, including attorneys' fees, incurred in connection with your taking or not taking any action based upon any information provided by us.

### **Disclaimer**

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