



VERSION 1.2

Section 31 OÜ

TERMS OF SERVICE

LAST UPDATED: 6/19/2018

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DEFINITIONS

These are the basic terms throughout the agreement, and they have specific meanings. You should know what we mean when we use each of the terms.

"AGREEMENT"

This term refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms").

"CUSTOMER", CUSTOMERS", "USER", "USERS", "YOU", AND "YOUR"

These terms refer to the individual person, company, or organization that is accessing and/or using Section 31 OÜ's website or services.

"SERVICE", "SERVICES"

These terms refer to the applications, software, products, and services provided by Section31 OÜ.

"OÜ", "OUR", "OURSELVES", "SECTION 31", "SECTION31 OÜ", "SECT31.COM", "WEBSITE", "WE", AND "US"

These terms refer to the website, platform, and services owned or operated by Section31 OÜ and its affiliates, management board, officers, employees, contractors, directors, subsidiaries, suppliers, licensors, vendors, and attorneys. Occasionally, websites or services owned or operated by Section31 OÜ may provide different or additional terms of service. If those additional terms conflict with this agreement, the more specific terms apply to the relevant website or service.

"CONTENT"

This term refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through our services. "Content" also includes the services themselves.

"PARTY", "PARTIES"

These terms can refer to either you or us (party) or both you and we (parties). To avoid any doubt, the contracting parties in our Terms are you and Section31 OÜ.

"VIRTUAL CURRENCY", "ASSET", "DIGITAL ASSET", "COIN", "CRYPTOCURRENCY", "FUNDS", "GOOD", "LEDGER ENTRY", AND "TOKEN"

These terms refer to blockchain-based software ledger entries.

"LEDGER ENTRY TRANSLATION", "TRANSLATION", "TRANSLATE", "TRANSLATES"

These terms refer to the two blockchain-based software ledger transactions required to facilitate two-party asset swaps or conversions.

"TRANSACTION" AND "TRANSACTIONS"

These terms refer to the blockchain-based software ledger entry process.

TERMS OF SERVICE

DESCRIPTION OF SERVICE

Section31 OÜ (<https://www.sect31.com>) is an online website and services platform that provides ledger entry translation to and from various blockchain technologies.

At this time, we do not support fiat conversions or interact with fiat in any way, nor do we store the input assets or manage user assets on their behalf. We offer only ledger entry translation and therefore require that the user be the beneficial owner of the sending address of the input assets, and the destination address for each transaction. Other terms and conditions apply as described in further sections of this Terms of Service.

ACCEPTANCE OF OUR TERMS OF SERVICE

Please read these Terms of Service carefully before accessing or using our website or services. By accessing or using any part of the website or services that we provide, or consenting via an "opt-in" mechanism, you agree to be bound by these Terms of Service. If you do not agree to all the Terms and Conditions of this agreement, then you may not access and are completely prohibited from using the website and all services provided by

us. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

LAWS, RULES, AND REGULATIONS COMPLIANCE

You agree to be bound by all applicable laws, rules, and regulations within your legal jurisdiction. You also agree that you are responsible for compliance with, and that you are compliant with, all applicable laws, rules, and regulations within your legal jurisdiction.

If you are non-compliant with any applicable law, rule, or regulation within your legal jurisdiction, you are prohibited from using or accessing the website and services that we provide; your only recourse being to stop using the website and services provided by us.

MODIFICATION OF THE TERMS OF SERVICE

We may at any time and without notice to you or third parties modify these Terms of Service. By using the website or any services that we provide, or by consenting via an 'opt-in' mechanism, you agree to be bound by the then-current version of our Terms of Service. Furthermore, we reserve the right to make any changes to this Terms of Service retroactively - which may affect ledger entry translations, transactions, or other activities that you have already undertaken. It is recommended to check back often to review any possible changes to these Terms of Service.

USE RESTRICTIONS

We reserve the right to terminate your access to our website and services for any reason and in our sole and absolute discretion. Use of our website and services is void where prohibited by applicable law.

Furthermore, by accessing or using any part of the website or services we provide, or by consenting via an "opt-in" mechanism, you represent and warrant the following:

- You are at least 18 years of age and have full capacity to contract under applicable law.
- You are only transacting with legally-obtained assets that belong to you.
- You are not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of our services or website.
- You are complying with and obeying all applicable laws, rules and regulations.
- You are not transacting in or from a high-risk jurisdiction as defined by E.U. financial or U.S. economic sanctions programs including, but not limited to, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") and the restrictive measures of the European Union's Common Foreign and Security Policy ("CFSP").

- You are not accessing our website or services to transmit, translate, or otherwise transact with digital assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including terrorism, money laundering, or tax evasion.
- You are not using or accessing our website or services in an abusive manner including, but not limited to, submission of translations or other data which imposes an unreasonable or unmanageably large load on our platform, whether or not it interferes with normal operations.
- You are using or accessing our website or services as a mechanism of software ledger entry translation between the user and us, meaning that all transactions processed by us are two-party transactions.
- You are not using or accessing our website or services for the purpose of translating ledger entries with any other parties.
- You are the beneficial owner of the sending address of the input assets, and the destination address for each transaction.

FORFEITURE OF FUNDS, LOSS OF FUNDS, AND TRANSACTION DENIAL

You recognize and accept that any funds found to be in violation of these Terms of Service may be seized and donated to a charity at our sole discretion minus applicable fees.

You also recognize and accept that we are not responsible for any losses, directly or indirectly, from enforcement of our obligations under applicable laws, rules, regulations or lawful government order.

We reserve the right to deny, delay, or cancel a transaction that we perceive as a risk of criminal, fraudulent activity, or in violation of these Terms of Service.

PRICE FLUCTUATIONS

Cryptocurrency and digital assets are highly experimental and risky. Our website and service attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes.

While we make our best attempts to execute the translation as quickly as possible, users who are sensitive to the exchange rate they receive may want to exercise caution. We are not responsible for loss of asset value due to volatile exchange rates.

REFUND POLICY

Digital assets are generally irreversible due to the immutable nature of the blockchain technology, and their exchange rates are highly volatile and transitory. We are not responsible for any risk in use of our website and services, including, without limitation, exchange rate risk and market risk.

Digital assets sent to the incorrect address (e.g. BTC sent to a BCC address) will not be refunded and for all intents and purposes be considered as lost and out of reach.

All transactions are generally considered final. There may be certain situations where we may consider or preform a refund. In such cases, we shall make our best efforts to reverse the transaction, if possible. Any decisions we make with respect to a refund is final.

Please refer to the contact page on the website (<https://www.sect31.com>) for contact information.

THIRD-PARTY PHISHING SCAMS

We are not responsible for funds that have been sent to any fake phishing scams. It is the responsibility of the user to verify they are visiting the correct domain and to search for the security certificate in the URL bar of their browser.

Users should not trust private messages, solicitations, or requests for funds from people claiming to represent us unless you have verified that it is an official request from an employee or otherwise representative. When in doubt, contact us directly to verify any messaging.

Please refer to the contact page on the website (<https://www.sect31.com>) for contact information.

INVESTMENT ADVICE

We do not endorse or recommend any particular digital asset, transaction, or purchasing strategy. No content on our website nor communications with company personnel constitutes purchase or investment advice and independent advice should be sought where appropriate. You acknowledge and agree that all purchase decisions are made solely by you and we bear no responsibility or liability for the outcome of your decisions.

The digital assets available on our platform are not securities and users should not expect profits from the ledger entry translation of any digital asset. Ledger entry translation should be performed with the intent to make use of the underlying utility of the digital asset.

PRIVACY STATEMENT

Due to the transparent nature of the blockchain, transactions in or out of any blockchain system, including our own are public and easily correlated. Law enforcement has full access to the blockchain information that goes in or out of our system. Therefore, utilizing our website or services to conduct illegal activity is not recommended.

By accepting our Terms, you expressly allow us to export data outside of the jurisdiction in which you reside or are located when you access our website or services or by

consenting via an “opt-in” mechanism. You also expressly allow us to store the sending address of the input assets, the destination address, your IP address, and the input and output amounts for each translation.

If you are accessing our website or services through an affiliate or third party website or service, you expressly allow us to store the website or service name and your username or user identifier that you identify yourself with on that platform as well.

We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court’s authority, and to protect ourselves and our users.

EU GENERAL DATA PROTECTION REGULATION (GDPR)

Consent of these Terms of Service are required to use our website and services. Due to the explicit “opt-in” requirements of the GDPR, all EU users have an “opt-in” mechanism to continue use of the website and services and bind them to this Terms of Service.

Furthermore, the GDPR has a “plain language” requirement in regards to an explanation of our data and information collection, retention, utilization, and dissemination policies. This requirement indicates that we disclose what information we collect, how we collect it, how we use it, who we grant access to that information, as well as any information deletion or modification processes that are available to the user.

This “plain language” explanation on our data and information policies is below and is also displayed as part of the “opt-in” mechanism as required by the GDPR.

Hi,

We want you to know exactly how our website and services use the information that we collect from you.

We collect the following information

- ***The sending address of the input assets***
 - The wallet address that you are sending the funds from.
- ***The destination address for the output assets***
 - The wallet address that you wish for the translated funds to be sent to.
- ***The device and connection information***
 - Device and connection information including device and connection thumbprints and ISP information.
- ***IP address***

- IP address is a label which can be used to identify a given internet service provider customer or one or more devices on a computer network.
- ***Input and output amounts for each translation***
 - The asset amount that you sent to our website or services, and the asset amount that you received as a result of that ledger entry translation.
- ***Username, user identifier, service and/or service name, if accessing from an affiliate site or service.***
 - The username, user identifier, service and/or service name and where you are using our services from.

How we collect this information

- ***At ledger entry translation execution.***
 - At the time that the translation is executed. You would have had to “opt-in” before being allowed to execute the translation.
- ***When the page is loaded, but not committed until “opt-in”.***
 - We identify basic information for performance purposes at page load, but we do not store it, persist that data to a session, or otherwise until you “opt-in”.
- ***Provided by an affiliate as part of an affiliated service.***
 - We require that all affiliates present our “opt-in” terms to the users whom access our site or services through their own operations. Our affiliates will provide the collected details we require in addition to their “opt-in” acknowledgement.

How we use this information

- ***The sending address of the input assets***
 - We not only use this information as part of the translation process but we also store this information to use as part of a process designed to flag and determine translations that may be in violation of our Terms of Service.
- ***The destination address for the output assets***
 - We not only use this information as part of the translation process but we also store this information to use as part of a process designed to flag and determine translations that may be in violation of our Terms of Service.
- ***The device and connection information***
 - This information is part of a process designed to flag and determine translations that may be in violation of our Terms of Service.
- ***IP address***

- We store this information to use as part of a process designed to flag and determine transactions that may be in violation of our Terms of Service.
- ***Input and output amounts for each translation***
 - We store this information mainly for accounting and bookkeeping purposes but we also use this information as part of a process designed to flag and determine translations that may be in violation of our Terms of Service.
- ***Username, user identifier, service and/or service name, if accessing from an affiliate site or service.***
 - This information is stored as part of a process designed to identify where the user was accessing the site from, if that affiliate is participating according to our policies, and how much traffic is coming from that particular affiliate. This information is also used as part of a process designed to flag and determine translations that may be in violation of our Terms of Service.

Who we grant access to this information

- **Radius Data Systems, LLC**
 - Radius Data Systems, LLC is a private limited company specializing in intelligent products and data services.
 - Radius Data Systems, LLC has been granted access to this information as required by their software and data services which include cryptocurrency anti-money laundering analysis, anti-fraud, and other financial crime preventative services.
- **Law enforcement personnel, external legal counsel, third parties whom participate in investigations, respond to legal processes, and respond to the order of a court of competent jurisdiction and those exercising the court's authority.**
 - What this means is that there may be times when we have to grant access to or provide data relating to our cooperation with law enforcement, legal counsel, and other parties, as part of the legal process to protect ourselves and our users.

Information modification and deletion

- **Information we collected and stored**
 - Any data that we stored within our system that isn't stored in the blockchain, meaning that we have the technical means to delete or modify it can be done so at your request.
 - You may need to provide an identifying wallet id and/or username if using an affiliated website or service. You may also need to provide evidence that you are the owner of the wallet and/or account on the

affiliated site. In some circumstances, ownership can only be confirmed via transacting to which you will be responsible for the transaction costs. In those circumstance, you are paying for wallet verification and not access to your personal data.

- If the data in question cannot be deleted or modified due to an active investigation, we will refer you to the proper institution for further inquiry as we will act in accordance to the laws of the Republic of Estonia.
- **Blockchain Transactional Data**
 - Due to the public and un-editable nature of the blockchain, it is impossible to delete or remove the transactions created by the translation process. However, these entries are unidentifiable as the wallet and transaction ids do not identify an individual on their own. Once you execute a translation, there is no way to remove it from the public ledger.

FINANCIAL RISK, LIABILITY, AND WARRANTY

Use of our website and services may carry financial risk, and is to be used as an experimental software utility only. In no event shall we be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of cryptocurrency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: our Terms; the Privacy Statement; any service of ours; the use of our website; any use of your digital assets or cryptocurrency on our website, services, or affiliates by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as "Losses").

We are hereby released by you from liability for any and all Losses. We disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if we have been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

DISPUTE RESOLUTION AND GOVERNING LAW

Users can contact us to discuss any questions, complaints, or issues that they may be having with our website or services.

Any dispute, controversy, or claim arising out of or in relation to our Terms, including the validity, invalidity, breach or termination thereof, shall be resolved in accordance of the laws of the Republic of Estonia. The courts of Estonia shall have exclusive jurisdiction over any and all disputes regarding these Terms of Service. In regards to these disputes, parties may agree at any time to submit the dispute to mediation in accordance with the laws of the Republic of Estonia.

Please refer to the contact page on the website (<https://www.sect31.com>) for contact information.

SEVERABILITY

If any provision of these Terms is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability and all other terms hereof shall remain in full force and effect. To the extent permitted and possible, any invalid or unenforceable provisions shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this website or in respect to our services constitutes the entire agreement and understanding between you and us and govern your use of the website and our services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.