

# TERMS OF USE

Last updated: February 15, 2021

A Labs Limited, a company incorporated under the laws of Gibraltar (“**Akropolis**”, “**we**” or “**our**”), welcomes you (the “**User(s)**” or “**you**”) to our primary website available at <https://akropolis.io> (the “**Website**”).

PLEASE READ CAREFULLY THESE TERMS OF USE (THE “**TERMS**”) AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. YOUR ACCESS TO, REGISTRATION AT AND ANY USE OF THE WEBSITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY EACH OF THE TERMS SET FORTH BELOW, WITHOUT MODIFICATION. IF YOU DO NOT ACCEPT OR AGREE TO THESE TERMS, YOU HAVE TO IMMEDIATELY CEASE FROM USING THE WEBSITE OR CONTENT AVAILABLE ON IT.

## 1. COMMUNICATIONS

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, “**Communications**”) that Akropolis provides in connection with your use of the Website. You agree that Akropolis may provide Communications to you by posting them on the Website, by emailing them to you at the email address you provide, and/or by posting them on Akropolis’ official Telegram chatroom available at [https://t.me/akropolis\\_official](https://t.me/akropolis_official); any such Communication shall be deemed in writing, valid and have legal force.

You may electronically communicate with us by sending Communications through contact forms which may be from time to time available on the Website, or by sending them by email to the following address [team@akropolis.io](mailto:team@akropolis.io). Akropolis may require you to provide data or documents that will allow us to identify you.

## 2. MINORS

The Website is intended for persons over the age of eighteen (18), no part of the Website may be used or accessed by Users under this age. By using or accessing the Website you represent that you are at least eighteen (18) years old. We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the Website. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Website, or if a person refuses to provide proof of age, we will prohibit and block such User from accessing the Website and will make our best efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

Certain countries may define different age restrictions. You are solely responsible for complying with the laws of the territory from which you access or use the Website.

## 3. LICENSE AND USE

Subject to your compliance with these Terms, Akropolis grants you a limited, non-transferable, non-exclusive, revocable, non-sublicensable license (right) to access the Website, and make personal, non-commercial use of the Website and content provided on it. You may not copy, reproduce or clone the Website as a whole, or duplicate its essential elements, or create any derivative works from the Website and/or its content without a prior written consent of Akropolis. You may make references to or

quotations of the content of the Website only if such references or quotations are accompanied by reference to Akropolis and an active hyperlink to the Website, provided, however, that Akropolis may require the removal of any such references or quotations at any time with or without a reason.

Should you breach any of terms contained herein, the license granted pursuant to this Section 3 shall automatically terminate and cease. Any rights not expressly granted to you hereunder are reserved by Akropolis and/or respective rightsholders.

You may not use the Website, its content and services provided through the Website for purposes other than those explicitly specified by Akropolis. You may not use this Website in any manner that could disrupt, interfere with or inhibit other Users from using this Website, or that could disable, impair or harm the functioning of the Website or servers. You may not use the Website to collect any data or information for any purposes other than stated on the Website, e.g. for market or other research for any third parties without prior written consent of Akropolis. You may not use robots, spiders or other automated means to access the Website or its parts, provided, however, that search engines and their operators may use such means for creating publicly-available searchable indices of the materials, excluding caches or archives of such materials.

#### **4. THIRD-PARTY CONTENT**

In using our Site, you may view certain content provided by third parties, including, inter alia, advertisements, promotions, materials and links to third-party resources or websites (the “**Third-party content**”). Akropolis is not responsible for and does not make any warranties as to the Third-party content, does not endorse and is not responsible for any information, statements, content, advertisements, goods or services, or other materials on or available from such resources or websites.

Akropolis is not responsible or liable for any loss or damage of any sort incurred as the result of accessing or using of any Third-party content, and you understand that your use of Third-party content, and your interactions with third parties that are linked to or from the Website, is at your own risk.

#### **5. USER GENERATED CONTENT**

You may be allowed to post or create content through the Website (the “**User generated content**”). If you create or provide any User generated content, you must ensure that such content at all times is true, accurate, complete and up to date, and that such content does not breach any rights of third parties or laws. By creating or providing any User generated content you warrant that you own all intellectual property rights to such content, that such content does not violate any rights of third parties or laws. You shall be solely liable and responsible for your User generated content.

We do not review all User generated content and do not have such an opportunity. We do not undertake any obligations in respect to the User generated content, e.g. obligations of confidentiality. At all times, we retain the right to remove any User generated content without any prior notice if case we, in our sole discretion, determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

By creating or providing User generated content to us you grant Akropolis and sublicensees a non-exclusive, irrevocable, royalty free, perpetual, fully paid up, worldwide license (right) to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works from your User generated content and the right to assign these rights to third parties in whole or in part. You further grant Akropolis and sublicensees the right to use the name that you submit in connection with User generated content.

## **6. NO ADVICE**

No part of the information or content available on the Website should be considered to be business, legal, financial or tax advice regarding any matters to which all or any part of such information relates. You should consult your own legal, financial, tax or other professional advisor regarding this information. We shall not be responsible for the accuracy of the information and materials on the Website, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use, e.g. damages to your computer system, loss of data.


## **7. INTELLECTUAL PROPERTY RIGHTS**

Website contains materials and data, e.g. analytics, software, technologies, texts, code, graphics, trademarks, logos, images provided by or on behalf of Akropolis (the “**Akropolis’ IP**”). Such Akropolis’ IP may be owned by us or by third parties, is protected under the laws of Gibraltar, EU and other jurisdictions, and, unless expressly provided herein, may not be copied, imitated or used, in whole or in part, without our prior written permission. You do not have nor obtain any rights to Akropolis’ IP other than those specifically indicated in these Terms. Elements of the Website are protected as trade dress, trademarks and as other intellectual property rights objects. Unauthorised use of Akropolis’ IP may violate our rights and rights of third parties.

In addition, our services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Akropolis (whether registered or not) and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through the Website are the property of their respective owners.

Reference to any products, services, processes or other information, by name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## **8. PERSONAL DATA AND PRIVACY**

Akropolis may collect information and statistics collectively about the visitors and Users of the Website, including information that you provide to us, in order to improve the Website. User’s personal information is processed in accordance with our Privacy Policy available at [https://akropolis.io/docs/Privacy\\_Policy\\_Akropolis\\_Website\\_2021-02-15.pdf](https://akropolis.io/docs/Privacy_Policy_Akropolis_Website_2021-02-15.pdf) 

## **9. AVAILABILITY AND ACCESS**

Generally, we are not going to terminate access to the Website for any User, the Website is public and generally can be accessed without login or registration. At the same time, the Website’s availability and functionality depends on various factors. Akropolis does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access or error-free. We may terminate these Terms, same as your access to the Website or any of its parts immediately at any time without any prior notice and liability.

## **10. APPLICABLE LAW AND DISPUTE RESOLUTION**

These Terms, as well as any and all relationship between you and Akropolis relating to the Platform shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other

jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, “**Disputes**”) in which either party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Akropolis hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms in binding arbitration and in accordance with this Section 10. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

For any Dispute that you have against Akropolis or relating in any way to these Terms or the Platform, you shall first contact Akropolis and attempt to resolve the Dispute informally by sending a written notice of your claim (the “**Notice**”) to Akropolis by email at [team@akropolis.io](mailto:team@akropolis.io). The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If Akropolis and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

Any Disputes arising out of or in connection with these Terms or the Platform, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. You will not and hereby waive your rights to object to the arbitration prescribed herein.

Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, Akropolis, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

Any Dispute arising out of or related to these Terms is personal to you and Akropolis and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding in any circumstances. There will be no class or other type or representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

To the maximum extent permitted under the law, you and Akropolis waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

To the maximum extent permitted under the law, you and Akropolis hereby agree that any claim arising out of or related to these Terms or the Platform shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor Akropolis will have the right to assert such claim.

## **11. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL AKROPOLIS, INCLUDING ITS REPRESENTATIVES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, ASSIGNEES (COLLECTIVELY “**REPRESENTATIVES**”) BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE,

TORT OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE WEBSITE, ANY COMMUNICATIONS, OR INTERACTIONS WITH USERS OF THE WEBSITE, AND/OR THE CONTENT OF THE WEBSITE, YOUR USE OR INABILITY TO USE THE WEBSITE AND/OR THE CONTENT AND/OR THE FAILURE OF THE WEBSITE TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM ANY CONTENT, OR FROM THE PERFORMANCE OR FAILURE OF AKROPOLIS TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF AKROPOLIS OR AKROPOLIS' REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER AKROPOLIS OR AKROPOLIS' REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In any case, without limiting the generality of the foregoing and to the maximum extent legally permissible, Akropolis' and Akropolis' Representatives' total aggregate liability for all damages or losses whatsoever arising hereunder or in connection with your use or inability to use the Website and/or the content shall be limited to US \$1,000 (one thousand US dollars). You will not, and hereby waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from us and from Akropolis' Representatives. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

## **12. NO WARRANTY**

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE". THE WEBSITE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. AKROPOLIS DOES NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE WEBSITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USER'S USE OF THE WEBSITE IS SOLELY AT ITS OWN RISK.

## **13. ENTIRE AGREEMENT**

These Terms, together with any documents incorporated herein by reference, contain the entire agreement between you and Akropolis, and supersede all prior and contemporaneous understandings between you and Akropolis regarding the subject matters hereof. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Akropolis for the terms of use for any other Akropolis product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Akropolis, the Terms of that other document will control, unless that other document is specifically identified and declared to be overridden by these Terms.

## **14. AMENDMENTS**

Akropolis may modify, change, supplement or update these Terms in its sole discretion at any time without advance notice. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the Website, and/or by posting the amended Terms on the Website and updating the "Last Updated" date at the top of these Terms.

Amended Terms will be deemed effective immediately upon posting for any new Users. In all other cases, amended Terms will become effective for any pre-existing User upon its continued use of the Website after Akropolis provides notice of such changes or publishes updated Terms. Any amended Terms will apply prospectively to use of the Terms after such changes become effective. If you do not agree to any amended Terms, you must immediately cease from using the Website.

## **15. MISCELLANEOUS**

Currently, only English versions of any Akropolis' communications are considered official. The English version shall prevail in case of differences in translation.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Akropolis, including by operation of law or in connection with any change of control. Akropolis may assign or transfer these Terms, any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval, provided that you will be informed of such transfer in the order provided herein.

Akropolis shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Akropolis' reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, declared and undeclared war, insurrection, riot, labour dispute, accident, action of government, authorities, communications, power failure, or equipment or software malfunction or any other cause beyond Akropolis' reasonable control.

*[END OF DOCUMENT.]*

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