TimeAlly
Terms of Service
Last Updated: 10/7/2020

Era Swap Foundation OU
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 **TimeAlly** ("**TimeAlly**") utility platform or any in **Era Swap ecosystem (Era Swap ecosystem means here "Era Swap Network" "Era Swap utility Platforms" "Era Swap token")**, but rather supports and develops the free, open-source & decentralized applications.
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 or related services. The Era Swap Foundation OU has no role in the operation of markets created on **Era Swap Ecosystem,** and does not have the ability to spend funds that are held in escrow on-contract, or 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 Era Swap Ecosystem. Era Swap Foundation OU is not a bank or financial institution and does not provide investment or financial advice or consulting services to users.

Era Swap DAO
Era Swap Decentralized Autonomous Organization (DAO) is governed by a set of software rules enacted by Smart Contracts on Blockchain **(**refer Era Swap white Pape**r** https://eraswaptoken.io/pdf/eraswap_whitepaper.pdf**)**. In Era Swap DAO there is no centralized legal entity and no employment contracts. All the stakeholders of the Era Swap DAO are aligned & designed by set rules for Era Swap rewards distribution Era Swap DAOs use Consensus mechanisms to align the interests of the organization with the interests of its stake holder which is done by voting mechanism. Era Swap Network Proof of Stake Consensus Protocol is governed by Time Ally Smart Contract (refer to more details https://timeally.io/ . In no way are the developers 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 of Era Swap Ecosystem. Users not authorized and nor should they rely on the Website or any applications of Era Swap Ecosystem 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.

TERMS OF ERA SWAP NETWORK FOR USERS TO AGREE & ACKNOWLEDGE
- To achieve the necessary consent on the single state of the network among distributed parties within the network, Era Swap Network (ESN) uses Proof of Stake (PoS) Consensus Mechanism - It is a fault-tolerant mechanism used in Blockchain systems. The consensus permits Blockchain to function without being dependent on a single actor as different participants in the network offer their consent which makes Era Swap network.
- The sole purpose and reason for Time Ally holders should be to participate not just to earn profits but to protect the interest of the ESN and their own long term Era Swap Stakings.
- Era Swap Network (ESN) is a decentralized Blockchain Network, and the growth of ESN is solely dependent on the community and doesn't depend on the Promoters/ Developers. In ESN, a person can create liquidity with their own efforts and solely responsible for the rewards generation.
- Securities law protection is not applicable to participants/stakers here because in ESN they can exercise control over their funds and ES generating activity with their own efforts that will determine their success whether or not the enterprise is successful.
- The Era Swap holders or purchaser should not assume presume profit on their stakings or holding ES as ES value completely rely upon the market forces due to its decentralized structure in a Peer-to-Peer Network, and is not dependent on the Promoters/Developers efforts. Every participant or purchaser of Era Swap should rely completely upon external Market forces dictating the value of Era Swap instead of relying on Promoters/Developers to enhance the value of Era Swap.
- Node Validators of ESN who run software are called "Blokcee". The Node validators in the Era Swap blockchain network needs to stake Era Swap (ES) with TimeAlly or get delegation from other staker to get allowed for validating new transaction blocks in ESN. Era Swap Network implements Proof of Stake Consensus Protocol (PoSCP), which will have a maximum supply of 9,100,000,000 ES, and every time a new block is added to the blockchain, new ES tokens are released in New Released Token (NRT) Supply as per the Smart Contract. In ESN, a rewarding system which

enables and drives more participation to develop and validate new transaction blocks on the network to make it more secure. This also helps to attract new developers and users in the ESN. In ESN, the Node Validators have delegated the Rights to validate the new transactions blocks and earn rewards in Era Swap Network

- The Node Validators do not participate in transferring Era Swap and thus are not involved in any kind of services such as money transmission. In ESN, The node validators are delegated the validators rights which allows the node validators to validate new transaction blocks on ESN. The ESN Smart contract distribution wallet manages rewards which are earned by the node Validators for validating new transaction blocks on ESN. The TimeAlly holder as per the consent have the option to submit request to the ESN smart contract distribution wallet to distribute portion of rewards to be sent directly to the delegated wallet. The rewards earned by node validators are received in a smart contract which allow delegator to pull back their rewards

- If the node validators act maliciously there is penalty of stakes slashing. In such case, it is possible that the TimeAlly holder may lose their era swap tokens. In ESN, the node validators just post the principal and there is no risk of financial loss except of delegator burning which discards the involvement of investment of money element.

- The Node Validators are responsible to maintain the distributed ledger and can only interact using decentralized Era Swap Network only with its decentralized ES token which was previously issued, bought, or sold.

- The validation right is transferred to the Node Validators but not to Era Swap Token of TimeAlly in ESN. The Node Validators are incentivized for participating in good faith which is designed in the Era Swap network (ESN).The Node Validators takes the risk of forfeiting the opportunity to earn rewards and losing the Era Swap token for acting maliciously like double-spend attack or nodes being offline due to negligence or collective burning. All the participants are impacted highly by the inflation of Era Swap however staking can help the participants to earn the reward. Time Ally rewards on staking with % ages from 25% - 27% on an annual mode. ESN incentivizes TimeAlly Holders or all Participants to Stake motivating participating in securing Era Swap Network new transaction blocks.

- If a TimeAlly Staker chooses not to participate in the ESN POC CP (Era Swap Network Proof of Concept Consesus Protocol), then their reward earnings will be diluted as there will be inflation due to other`s participation. TimeAlly Rewards are distributed as per the smart contract to all the other participants of Era Swap Network. However, as the percentages of Era Swap TimeAlly holders participating in TimeAlly staking increases then the chances to return profit are lesser. The TimeAlly holders will retain Era Swap with on-going TimeAlly staking against Era Swap network inflation losses.

- The primary purpose of every participant of ESN is to further the interest as stakeholders in Era Swap Network thus the TimeAlly Era Swap holder can choose to delegate to Node Validators for validating new transactions block on Era Swap Network. The Node Validators primary responsibility is to run the software to validate new transactions and earn rewards on successful validations. The returns are completely based on the external factors like market forces of the Era Swap and do not depend on the efforts of the Node Validators.

- TimeAlly Stakeholder will be temporarily choosing to delegate the rights of Era Swap to Node Validators for the sole purpose of staking. The Time Ally stakeholder will have Smart Contract with Node Validators that will allow termination of the relationships at any time.

- Era Swap is not an Exchange that converts virtual currencies into real currencies/ funds/ or any substitute of currency. Era Swap ecosystem is a platform for Peer-to-Peer decentralized utility platforms which is powered by Era Swap Utility Token on Era Swap Blockchain Network.

- All the participants on Era Swap do not utilize rewards for the benefit of anyone other than themselves. The Promoter/Developer of Era Swap does not control or hold the Rewards. All the rewards are allocated & distributed as per decentralized smart contract to the participants of the Network based on the Activity, Eligibility & Progress. The users are solely responsible to withdraw rewards.

- Any Participants/ stakeholders lacking the skill or the experience required to exercise control should not participate and shall take complete responsibility for any losses due to inappropriate Negligence/Lack of understanding. The participants should Read & Refer to all the Terms & Conditions/ FAQs/ Tutorial Video & Audio Links/ and other process guides thoroughly before participating.

Terms of Era Swap Token for Users to Agree &Acknowledge

- User agrees & acknowledges that Promoters/ Developers or any thirty party service providers shall not be responsible for any failures/ disruptions/ errors/ distortions/ delays/ or losses that occurred due to volatility in prices as it purely depended on External Market Forces.

- User agrees & acknowledges that Promoters/ Developers or any thirty party service providers shall not be responsible for the failure of hardware/ software/ and internet connections, an event of technical, and other limitations occurred while using the Era Swap ecosystem.
- User agrees & acknowledges that Promoters/ Developers or any thirty party service providers shall not be responsible for the market rate information made available on various websites or sources may Differ from the prevailing market rates and markets are highly volatile due to which prices can fluctuate significantly which is subject to change from time to time.
- User agrees & acknowledges that they have fully understood the terms & conditions of the Era Swap ecosystem and are fully aware of their financial circumstances and the risk tolerance before participating in the Era Swap ecosystem.
- User agrees & acknowledges that Promoters/ Developers or any thirty party service providers shall not be responsible as there might be Considerable loss which may incur while using Era Swap Ecosystem due to High volatile nature & extremely dependent on External Market forces.
- The user should carefully review the smart contracts, website content, terms & privacy policies of platforms within Era Swap Ecosystem to familiarize as the users are responsible for their exchange of services..
- The User should confirm that the decision for participating in prediction or events, claiming or undertaking any transaction on the Eraswap ecosystem is taken with complete knowledge & ownership is with the user itself.
- Era Swap Ecosystem does not give any guaranteed returns in FIAT or crypto. Please read Era Swap Ecosystem platforms website content & smart contracts and do your research before proceeding.
- The User should understand and accept complete responsibility & liability for any damages or losses, however, caused, in connection with Era Swap Ecosystem, use of, or on the reliance of Era Swap Ecosystem.
- 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.
- 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 Era Swap Ecosystem 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

User Rules & Regulations

All the Users participating, will be participating or already using Era Swap Ecosystem (Era Swap ecosystem means here "Era Swap Network" "Era Swap utility Platforms" "Era Swap token") have agreed not to

- Perform Fake KYC & Attempt to Create Multiple Wallets for conducting any malicious activity for accumulating Tokens, Trading, or Earning any rewards.
- Attack or attempt to interfere the "Era Swap Ecosystem" by introducing any Virus such as Worms, Trojan horses, Malicious & Technologically harmful tools (using any device, software or routine)/ programs/ engage in any malicious activity that restricts or inhibits internal or external users for using Era Swap Ecosystem or to impersonate or an attempt to impersonate Era Swap or the Team users or any other Users of Era Swap ecosystem.
- Violate any applicable country or legislative laws or regulations either origin or location-based, also any users or minors by exposing to inappropriate content or seeking or forcing highly confidential information or personal information on Era Swap Ecosystem.
- To Copy content or any advertising or promotional material of Era Swap ecosystem or Transmit any 'junk mail', 'chain letter' or 'spam' or any other similar solicitation or intend to gain unauthorized access, damage or disrupt any parts like Wallets, Nodes or apps connected to the Era Ecosystem.

Users Agrees to

- 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.
- Users agree that they have provided Platform with accurate, true and complete information about them
- 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 utility Platforms. In particular, any Digital assets users 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.
- 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.
- 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.
- 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.
- 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 on the platforms in their decision to enter into any transaction.
- Users agree that their access to the Era Swap Ecosystem 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.
- All users using services agree & warrant that they are not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant 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.
  The list below states the prohibited jurisdictions: (subject to change as guidelines)
    o Yemen
    o Sri Lanka
    o Ethiopia
    o Syria
    o Trinidad and Tobago
    o Tunisia
    o Pakistan
    o Serbia
    o Bahamas
    o Botswana
    o Ghana
    o Cambodia
    o Iran
    o North Korea

Release and Indemnification
Users agree to defend, indemnify, and hold harmless the Developers, Promoters, 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:
  I. Users violation of these Terms of Use;
  II. Users use of the Era Swap Ecosystem, including use that results in any Transactions using any token transactions & token lending protocols;
  III. any User Submissions made by them; or Users violation of any other party's rights or applicable law.
  IV. If Users have a dispute with any counterparty to any Transaction enter into through Era Swap Ecosystem, Users release the Developers, Promoters, 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

Users are solely responsible for maintaining your private keys and monitoring the Transactions on the underlying protocols. The developers or Promoters are not responsible for User's failure to adequately monitor their Transactions and Loans, which may result in their failure to make timely payments and the loss of collateral. The Developers/Promoters 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 User's losing any or all of the tokens that are part of the Transactions users have entered through Era Swap Ecosystem. The Developers/Promoters have no obligation to send User's any notifications, including reminders regarding payment or collateral status. Users should not rely on any such notifications, if any, and your reliance on any such communications as it at Users own risk.

Use of Information Provided by Users

Users 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 any relationship between Users and Developers. User grant the Developers 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 User Submissions, except as otherwise prohibited by applicable law or these Terms of Use. Users waive any right to compensation of any type for User Submissions. User represent and warrant that Developers have all of the rights necessary to grant the rights in this Section and that the use of User Submissions by Developers does not violate any law.

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 Era Swap Network 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 Era Swap ecosystem

No Right to Cancel and/or Reverse

Era Swap ecosystem 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.

Era Swap ecosystem may suspend or terminate Users access to the Services in its sole discretion, immediately and without prior notice, and delete or deactivate users Era Swap Network 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.

Nature of Beta.

Era Swap ecosystem may offer additions to Sites and Services as part of a beta test phase. All or portions of the Sites and Services included in this test phase may not function correctly, or may contain errors. Era Swap is not obligated to correct, nor is it responsible for, errors or the effects of such errors while the beta test phases of these Sites and Services are active. Further, users acknowledge that Era Swap ecosystem has no express or implied obligation to announce or make available any particular features of the beta Sites and Services in the future. Should these Sites and Services launch after the beta phase, it may have features or functionality that are different than those found in the beta version herein.

Registration, Account and Communication Preferences

In order to access and use certain areas or features of the Sites and Services, Users will need to register for a Era Swap account. By creating an account, you agree to (a) provide accurate, current and complete account information about yourself as necessary, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password

and accept all risks of unauthorized access to your account and the information you provide to us and (d) immediately notify Era Swap if discover or otherwise suspect any security breaches related to the Sites, Services, or your account.

Payment Obligations

There will subscription for Users to access certain parts of a Services on Era Swap ecosystem. By agreeing to these Terms, users accepts to pay for these subscription costs as mentioned clearly while joining Era Swap ecosystem. The Payment must be made by users with approved KYC via accepted valid cryptocurrency or Era Swap token. The users authorize Era Swap to make necessary charges against such payments or subscription – automatic, recurring, or individual-as part of providing the Services. Users may stop or cancel these payment by downgrading or stopping services through users member settings or rules mentioned in terms. Users acknowledge that they are completely responsible for any applicable state, federal, or other taxes as well as any fees associated with payment subscription to Services unless otherwise mentioned.

Trademarks

The Era Swap ecosystem logo and any other Era Swap ecosystem service names, logos or slogans that may appear on the Sites or Services are trademarks of Era Swap ecosystem and may not be copied, imitated or used, in whole or in part, without our prior written permission. Users may not use metatags or hidden text or utilizing Era Swap ecosystem platforms name or any other name, trademark or service name of Era Swap ecosystem without our prior written permission. The format (includes all the features, buttons, scripts, etc) of the Sites and Services of Era Swap ecosystem may not be copied, imitated or used, in whole or in part, without our prior written permission.

Third-Party Services

The Era Swap ecosystem 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 to any form of link existed in the Linked Site, or any kind of changes or any kind of updates to the users using Linked Site. When Users clicks on any links to the Linked Site, The developers may not warn Users that they have left the Era Swap ecosystem and are subject to the terms and conditions and Privacy policies of another website or destination. Era Swap ecosystem 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 User leaves the Era Swap Network, 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 Era Swap ecosystem are delivered by third party sites and organizations. The Developers or Promoters, therefore, is not liable or otherwise responsible for the Transactions, damages, or liabilities arising out of use of any Era Swap Network Platform or Transactions entered into (or attempted to be entered into). Users agree that Devlopers or Promoters 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 anyone.

Third Party Content

There may be display of content from third parties through the Sites and Services (collectively, "Third-Party Content"). Era Swap do not control, endorse or adopt any Third-Party Content, and make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. Users acknowledge and agree that their interactions with third parties providing Third Party Content are solely between users and such third parties, and that Era Swap is not responsible or liable in any manner for such interactions or Third-Party Content.

Hyperlinks

Users are not allowed to create a text hyperlink to the Sites for non-commercial purposes, link which portray Era Swap ecosystem or any of products or services in a false, misleading, defamatory, contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. The users may be revoked at any time without any notice

Disclaimer

THE Era Swap ecosystem platforms are provided to users "AS IS", with no warranty, express or implied. The Developers or Promoters of Era Swap ecosystem shall not be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software