

Terms of Use

Welcome to Reeve, a web-based application developed and operated by the Cardano Foundation (*Cardano Stiftung*) (the "Foundation"). These Terms of Use ("Terms") govern your access to and use of Reeve, available at <https://cardano-foundation.app.reeve.technology/>.

Please read these Terms carefully. By accessing or using Reeve, you agree to be bound by these Terms, including any additional guidelines or rules referenced herein. If you do not agree to these Terms, please do not use Reeve.

1. Eligibility

By using Reeve, you represent and warrant that you are of legal age to form a binding contract in your jurisdiction, and have not previously been suspended or removed from using Reeve.

If you are using Reeve on behalf of a legal entity, you further represent and warrant that (i) the entity is duly organized under applicable laws, and (ii) you are duly authorized to act on its behalf.

2. Licence and Use

2.1 Licence Grant

Subject to Your compliance with these Terms, You and Your employees ("User(s)") have a worldwide, non-transferable, non-exclusive, terminable, limited rights to access and use Reeve.

2.2 Restrictions on Use

You agree not to:

- license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, disassemble, reverse engineer, decompile or otherwise commercially exploit or make the Platform available to any third party, other than Users in furtherance of your internal business purposes as expressly permitted by these Terms, or as otherwise expressly permitted by the Foundation.
- use Reeve to store or transmit sensitive personal information.
- use Reeve to store or transmit Your Data in violation of applicable laws and regulations, including but not limited to violation of any person's privacy rights, export control laws/regulations
- access Reeve for purposes of reverse engineering, creating derivative works based on, or developing or operating products or services for third parties in competition with it
- "crawl," "scrape," or "spider" any page, data, or portion of or relating to Reeve (through use of manual or automated means);
- Compromise the security or integrity of Reeve or its underlying systems.
- Use Reeve for any unlawful or unauthorised purpose.

3. User Responsibilities

You are responsible for:

3.1 Use of Reeve

You may use Reeve only for lawful purposes and in accordance with these Terms. You must not use Reeve to extract or publish any data unlawfully, violate third-party rights, or interfere with the normal operation of Reeve.

3.2 Account Registration

You may be required to register an account to access certain features of Reeve ("Account"). You must provide accurate and complete information and keep your Account credentials secure. You are responsible for all activities that occur under your Account.

3.3 ERP Integration and Data Handling

Reeve includes functionality that allows you to connect and extract financial or operational data from your enterprise resource planning (ERP) or accounting system(s), or to upload such data manually, for example via CSV file ("Uploaded Data"). By using these features, you acknowledge and agree that:

- You are solely responsible for the accuracy, completeness, and legality of the data you extract, upload, or transmit via Reeve;
- You have the necessary rights and permissions to access and share such ERP or Uploaded Data;
- You authorise the Foundation to process and store this Uploaded Data for the purposes of enabling Reeve's functionality, including the publication of relevant information to the blockchain, where applicable;
- You remain solely responsible for the compliance of any Uploaded Data shared via Reeve with applicable laws, including data protection and financial transparency requirements.

While the Foundation takes reasonable steps to safeguard your data, it is your responsibility to ensure any integration with your ERP system or transmission of Uploaded Data is conducted in a secure and compliant manner.

3.4 Use of the Blockchain

Reeve includes functionality that enables Users to publish selected Uploaded Data to the Cardano blockchain, a public, permissionless, and decentralized distributed ledger. By using this functionality, you acknowledge and agree that:

- Once submitted, data on the blockchain cannot be deleted, modified, or recalled by you, the Foundation, or any third party.
- The Cardano Foundation does not control or operate the Cardano blockchain, nor does it have the ability to alter or remove data once published.

- You are solely responsible for the content you choose to publish to the blockchain and must ensure it complies with all applicable laws, including but not limited to data protection, confidentiality, and financial disclosure requirements.
- You must not include personal data or legally protected information in any data published via Reeve unless you have a lawful basis for doing so (such as explicit consent).
- The Foundation disclaims all liability arising from any content published to the blockchain, including any unauthorized disclosure of personal or sensitive information.

4. Intellectual property

All rights, title, and interest in and to all intellectual property and/or proprietary rights, title, and interest in or related to Reeve (including without limitations to all modifications, extensions, customizations, scripts or other derivative works provided, developed or delivered by us under Reeve), including patents, inventions, copyrights, trademarks, domain names, trade secrets or know-how (collectively, "Intellectual Property Rights") shall belong to and remain exclusively with the Foundation or its licensors.

Nothing in these Terms grants you any right or license to use any trademark, logo, or service mark displayed in Reeve without the prior written consent of the Cardano Foundation.

You own the rights to all electronic information, text, messages, or other content, inclusive of but not limited to Users' and end users' personal data, provided by you or your Users via your Account while utilizing Reeve ("Your Data"). We do not claim ownership over Your Data. You grant us the right and license to use Your Data for the provision, modification, support, maintenance, and improvement of Reeve.

5. Third Party Services

You may integrate Your Account with other third-party applications or services ("Third-Party Service(s)"). You acknowledge and agree that Your use of Third-Party Service(s) will be subject to the terms and conditions and privacy policies of such third parties and that We shall not be liable for the enablement, access, or use of such Third-Party Service(s) by You, including Your data processed by such third parties. You should contact the third-party service provider for any issues arising in connection with the use of such Third-Party Service(s). While We try to provide You with advance notice whenever reasonably possible, You acknowledge and agree that We may, at any time and in Our sole discretion, and without any notice, suspend, restrict, or disable access to, or remove from Reeve, any Third-Party Service(s), without any liability to You, including without limitation for any loss of profits, revenue, data, goodwill, or other intangible losses.

The Foundation is not responsible for the performance or reliability of these Third-Party Services, and your use of such services is governed by their respective terms and policies.

6. Disclaimers and Limitation of Liability

6.1 Disclaimer of Warranties

- Reeve is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied.
- The Foundation makes no representations and expressly disclaims all warranties

about the suitability, merchantability, fitness for purpose, reliability, availability, timeliness, security, title and non-infringement, accuracy or completeness, data synced to or made available from the products, product content, or any consulting services we provide for any associated purpose.

6.2 No Indirect Damages

- To the fullest extent permitted by law, the Foundation shall not be liable for any indirect, incidental, consequential, punitive, or special damages (including loss of profits, revenue, or data) arising out of your use of Reeve.

6.3 Limitation of Liability

- The aggregate liability of the Foundation, whether in contract, tort, or otherwise, is limited to the maximum extent permitted by applicable law. In any event, if fees have been paid to the Foundation for use of Reeve, our total liability shall not exceed the total amounts paid in the twelve months preceding the claim. If no fees are payable to the Foundation, our liability will be limited to one hundred US Dollars.

6.4 No Advice

- Reeve is provided for informational purposes only and does not constitute legal, accounting, or financial advice. You are solely responsible for ensuring your use of Reeve complies with applicable regulatory obligations

7. Indemnification

You agree to fully indemnify, defend and hold the Foundation, including their directors, officers, employees, consultants, and other representatives, harmless from and against any claims, damages, losses, costs (including reasonable legal fees), and other expenses resulting directly or indirectly from: (a) any breach or noncompliance of these Terms of Use by you or your affiliates, inclusive of policies mentioned herein; (b) allegations that materials you provide or convey to the Products violate the intellectual property rights of a third party; (c) your or your affiliates' use of Third-Party Products; and/or (d) any negligent or intentional misconduct by you. You shall not agree to any settlement that (i) obligates Us in any manner; (ii) demands an admission from Us; or (iii) assigns liability beyond these indemnifications or restricts Us, without obtaining Our prior written approval

8. General Provisions

8.1 Service Changes

- We reserve the right to modify, update, limit, or revoke your access to Reeve at any time, for any reason, without prior notice, at our sole discretion.

8.2 Privacy Policy

- By using Reeve, you acknowledge that our Privacy Policy applies to you, and your continued use constitutes acceptance of the Privacy Policy.

8.3 Feedback

- We welcome your feedback and suggestions regarding Reeve, and you can provide your thoughts at reeve-feedback@cardanofoundation.org. By providing feedback, you grant us permission to use, share, and build upon your input without any obligation or compensation to you.

8.4 Amendments

- We may modify these Terms at any time. The revised version will become effective on the next business day after posting. Your continued use of Reeve constitutes your acceptance of the modified Terms. If you do not agree with any changes, you must notify us in writing within thirty (30) days of notice.

8.5 Assignment

- You may not assign, transfer, or sublicense your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights at our discretion.

8.6 Waiver and Severability

- Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision. If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.7 Entire Agreement

- These Terms constitute the entire agreement between you and the Cardano Foundation regarding your use of Reeve and supersede all prior communications, agreements, and understandings.

8.8 Disputes

- If you have a dispute with the Foundation or a claim to raise in relation to Reeve, you agree to contact us at reeve-feedback@cardanofoundation.org to attempt to resolve the issue informally first

8.9 Survival

- The provisions relating to disclaimers, limitations of liability, indemnification, governing law, and any other provisions intended to survive termination shall continue to apply after termination of your use of Reeve.

8.10 Termination

- We may suspend or terminate your access to Reeve at any time, with or without cause. Upon termination, all rights granted to you under these Terms will cease immediately

9. Governing Law and Jurisdiction

9.1 Governing Law

- These Terms shall be governed by and construed in accordance with the laws of Switzerland

9.2 Jurisdiction

- Any disputes arising out of or in connection with these Terms that are not resolved through informal dispute resolution set forth in section 8.9 shall be subject to the exclusive jurisdiction of the courts located in Zug, Switzerland.

10. Contact us

If you have any questions, concerns, or feedback regarding these Terms, please contact us at:

Cardano Foundation,
Dammstrasse 16,
6300, Zug,
Switzerland
Attn: Legal

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