

## USER AGREEMENT

*This User Agreement has been updated on and therefore effective from 29 November 2019*

Welcome to Top of the Internet – Commun!

Commun is a platform that unites people within the next generation social network of vibrant interest-based communities (“**Communities**”). While the key idea of Commun is to create an environment for the competition of diverse interests providing free to use model, we still need to create the necessary rules.

Please read these terms of use (collectively with [Privacy Policy](#) and [Cookies Policy](#) referred to as “**User Agreement**”) as this User Agreement forms a binding agreement between User and Commun Ltd. a company incorporated in the Cayman Islands and located at the following address Genesis Building, 5th Floor, Genesis Close, PO Box 446, Cayman Islands, KY1-1106, and its affiliates (“**Commun**”, “**we**”, “**us**”, “**our**”). You should read the User Agreement fully and carefully prior to using our website <https://commun.com/> mobile apps, widgets, other online products (“**Platform**”) or utilizing services, features, or content available through our Platform (together referred to as “**Services**”).

We have tried to make this User Agreement accessible, concise, and clear for you. If anything herein appears to be incomprehensible, please contact us, and we will provide you with the necessary explanations.

### SUMMARY OF THE TERMS OF USE

It is no secret that terms of use or service are often too long to read and difficult to understand. We aim to fix that.

Although you must read and agree to the User Agreement as this document forms a binding contract between you and us, we have provided this short summary that lists all the important points you should know. In any case, the Summary of the User Agreement is just a summary, and neither represents a binding contract, nor should be used for the interpretation of parties' intentions.

That is what you want, isn't that something?

#### [Acceptance](#)

By using the Services and/or clicking I Accept Button when registering your account, you agree to this User Agreement that includes terms of use contained in this document, [Privacy Policy](#), [Cookies Policy](#), and any rules produced by Commun and accessible and posted on our Platform by us. If you do not agree with such thereof, please stop using the Services in any manner.

#### [Eligibility](#)

To use the Services, you must reach the age sufficient to take such action under the applicable laws and have all necessary consents, and not be prohibited by such laws from using the Services.

#### [Your Account](#)

To enjoy full freedom of accessibility to the Services, you may be required to create an account. If so, you agree to keep your account secure and confidential. Though you can stop using your account, Commun also reserves the right to restrict you in using some of their Services from your account if you violate the User Agreement.

#### [Our Services](#)

Our Platform displays what is stored on the CyberWay blockchain, and is a client that allows users to store data and carry out other interactions with the CyberWay blockchain, and buy CMN Tokens via third-parties etc. You can compare Commun.com to applications built on top of other blockchains, like Bancor built on Ethereum platform, or Augur built on Ethereum platform as well. CyberWay is a third-party permissionless platform based on the distributed ledger technology (blockchain). For more information regarding the CyberWay blockchain, please visit its website at <https://cyberway.io/>.

#### [How the Platform is Managed](#)

Provision of our services via our Platform became possible by using a blockchain technology – the CyberWay blockchain, an upgraded fork of EOS better tuned for applications. This approach allows the ability to ensure fairness and transparency in processes occurring within the Platform. Therefore, all content distributed on the Platform or through the Services by you is not controlled or operated by Commun directly or indirectly.

To manage the Platform, we differentiate between a Commun-level and a Community-level. The Commun-level is targeted merely to host infrastructure of the Platform, but the editorial control is in the hands of autonomous self-governing Communities and their members that in fact enable social functionality of the Platform.

#### *Modifying these User Agreement*

Though we act only as host to the services, Commun may reserve the right to modify the Services to a certain extent at any time and in any format. We may also change this User Agreement and will try to communicate those changes on our website <https://commun.com/>, however, you must periodically check the terms to see if there are any changes thereto.

#### *Ownership of and License to Content*

You retain ownership rights to any content you create or own on the Platform or through the Services. It is your sole responsibility to ensure that the content you provide when using the Services is lawful, accurate and complete.

You grant Commun a world-wide, non-exclusive, royalty-free license (with the right to sublicense) to make your content available to the rest of the world and to let other users do the same.

#### *Safety*

Preserving the advantages that blockchain offers in terms of security, Commun is still not responsible for your actions in connection with the Services. Content security is verifiable and manageable by users themselves.

The Services are provided “as is”, and Commun disclaims legal liability for the quality, safety, or reliability of the Services. We cannot guarantee that the Platform will always work or that the Services will always be flawless.

#### *Limitation of Liability*

To the extent permitted by law, Commun limits legal liability to you for certain types of damages for claims relating to your use of the Services, the conduct of other users and unauthorized access or use of your account or content.

#### *Indemnity*

You agree to indemnify us for actions arising out of your use of the Services, your content or your violation of the Terms of Use.

#### *Governing Law, Venue, Waiver of Class Action,*

Cayman Islands law applies to this User Agreement and the courts of the Cayman Islands have exclusive jurisdictions regarding claims and disputes

#### *Contact Commun*

Commun Limited

Genesis Building, 5th Floor, Genesis Close, PO Box 446, Cayman Islands, KY1-1106

[support@commun.com](mailto:support@commun.com)

## **1. OUR SERVICES**

### *Explanation of the Services*

Our Platform displays what is stored on the CyberWay blockchain, and is a client that allows users to store data on the CyberWay blockchain. You can compare Commun.com to applications built on top of other blockchains, like Bancor built on Ethereum platform, or Augur built on Ethereum platform as well. Commun does not have control over the CyberWay blockchain. CyberWay is a third-party

permissionless platform based on the distributed ledger technology (blockchain). For more information regarding the CyberWay blockchain, please visit its website at <https://cyberway.io/>

Our Services consist of allowing You and other Users

- to access our Platform and Content we host via our Platform (as defined in **Article 5**);
- to generate and store Content on the CyberWay Blockchain by using our Platform as a client that allows interaction with the CyberWay Blockchain. **Note:** we are not obliged to host all content you store on the CyberWay Blockchain via our Platform. If you lack knowledge regarding distributed ledger technology or you do not feel comfortable using it, please, do not use our Services;
- to create Communities Tokens on the CyberWay Blockchain via our Platform;
- to exchange Commun Tokens (CMN) for Communities Tokens;
- via our Platform to access third-parties such as exchange services that sell and buy CMN tokens.

### *Fees for Using the Services*

Because we are dedicated to making Commun content freely accessible to the public, we do not currently charge fees for the Services, however, we reserve the right to do so in the future, and in such case, any applicable fees will be displayed prior to you using any Services to which a fee applies.

### *Services Modification and Shutdown*

Our Services evolve constantly. We reserve the right to modify or shut down all or any part of the Services and to suspend or terminate your access to the Services provided by Commun in our sole discretion, at any time, without notice to you, for any reason and without liability, which may result in the forfeiture and removal of all information associated with your Account from our Platform. If we do so, all rights or part of rights granted to you hereunder will cease or change to a certain extent immediately.

## **2. ACCEPTANCE OF THE TERMS OF USE**

### *Commun-level*

By using our Services and/or clicking “I Agree Button” during registration, you give a consent User Agreement that include terms of use contained in this document, [Privacy Policy](#), [Cookies Policy](#), and any rules produced by Commun and accessible and posted on our Platform

This User Agreement applies to all users of the Services, including, without limitation, You, Internet viewers and users, contributors of content, information, materials or services, Community Members and Community Leaders (as these terms are defined below), registered or otherwise (collectively with you or your legal representative referred to as “**Users**”).

### *Community-level*

Looking ahead, note that Commun allows Communities represented by Community Leaders to set the rules customized for the specific group. Therefore, your possibility to enjoy our Services may be subject to additional rules specified at the level of the Community (where the User is a member) that cannot conflict with the provisions of this User Agreement.

## **3. YOUR ACCESS TO THE SERVICES**

Our Services are neither targeted toward, nor intended for use by anyone who has not reached the sufficient age, does not have the necessary consents (e.g. parental consents) nor has the relevant powers for such actions under the applicable law nor those who have been barred from using our Services, or other similar benefits under the applicable law (“**Eligibility Criteria**”).

By using our Services, including mere browsing on the Platform, you represent and warrant that you meet Eligibility Criteria. If you cannot make such representation and warrant and/or you do not meet our Eligibility Criteria under any circumstances or for any reason, do not access our Services including mere browsing on the Platform.

If you accept this User Agreement and use the Services on behalf of an entity (a company, organization, government), you represent and warrant that you are duly authorized to do so and have the authority to bind such entity to this User Agreement.

#### 4. ACCOUNTS MANAGEMENT AND SECURITY

##### *Different types of Accounts*

When you sign up up to our Platform your account is created on two levels. When you register, you create a **CyberWay Blockchain Account simultaneously with the Commun Account**. The CyberWay Blockchain Account is necessary to interact with the Cyberway blockchain. Commun does not have authority over your CyberWay Blockchain Account, it can not be blocked or terminated by Commun. Information regarding this type of account is recorded in ledgers stored by participants in the CyberWay Blockchain.

As your Commun Account is created using Commun resources, we can block access to certain Services provided to it if you violate the User Agreement. When you interact with the CyberWay Blockchain with your CyberWay Blockchain Account via our Platform, we automatically update the information regarding your Commun Account in our internal database (e.g., if the amount of CMN attributed to your **CyberWay Blockchain Account** is changed or you change your bio).

##### *Creation of Accounts*

To use certain Services (e.g., merely browsing the Platform), the User is not required to have neither a CyberWay Blockchain Account, nor a Commun Account. However, certain features of the Service, such as creating and storing your post on the CyberWay Blockchain via our Platform require the User to create CyberWay Blockchain Account and Commun Account (together “**Accounts**”).

To create Accounts, please:

- enter the Platform hosted by Commun and complete a number of authentication procedures;
- provide accurate and complete information, inter alia, a phone number to verify that is is you creating the account;
- refrain from: (i) selecting or using as a username a name of a third-party with the intent to impersonate that person or violate specific trademarks, brand names and commercial designations, (ii) using as a username a name subject to any rights of a third party other than you without appropriate authorization, (iii) using as a username a name that contains profanity, hate speech, or racial slurs, or is otherwise offensive, vulgar or obscene.

##### *Security of your Accounts*

When you create and use your Accounts you have the following responsibilities: :

- to keep your Accounts information up to date;
- maintain the security of your Accounts by protecting your password (private key) and access to your device linked to the Services;
- to be held accountable for the actions that occur on your Accounts;
- to notify Commun immediately of any change in your eligibility to use the Services, breach of security or unauthorized use of your Account.

Commun makes it technically possible for you to use the Services, but you are responsible for all activities that occur on your Accounts and Commun is not liable for any loss or damage to you or any third party arising from failure to comply with these Terms of Use. Commun does not collect and store your generated password (private key) and therefore, Commun assumes no responsibility for the management and recovery of the password (private key) tied to your Accounts, or for any loss or damage arising from failure to comply with the above.

Upon registration, you may control the amount of the content of the Accounts (personal page) and conditions for other Users' access thereto via our Platform. **Note**, you cannot limit access to information related to your CyberWay Blockchain Account from the CyberWay Blockchain participants via our Platform.

### *Termination of your Commun Account and Implications Thereof*

You have the ability to stop using your Commun Account by following the instructions on the Platform. Commun also reserves the right to ask you to edit information in your Commun Account if it violates the User Agreement, or to prevent you access to some Services, at any time, without prior notice to you and without liability, if it violates the User Agreement or is in the interest of Commun defined at its sole discretion (e.g., when Commun is required on the request by the police or other authorities).

All provisions of this User Agreement which by their nature should survive termination of your Account shall survive termination, including, without limitation, licenses of the Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Also, note that your CyberWay Blockchain Account cannot be removed technically from the underlying blockchain CyberWay by Commun and information associated to it may be accessed by any third party via CyberWay blockchain.

## **5. CONTENT WE HOST**

### *Definition of the Content*

The term “**Content**” includes, without limitation, information, data, text, Commun Account information, CMN tokens and Community points, likes, dislikes, links, graphics, videos, audio, posts, articles, advertisement, comments, software, interactive features provided, created, published, generated, submitted or otherwise made publicly accessible on the Platform or through the Services to other Users or third parties not within our control.

### *Definition of the User Content*

The term “**User Content**” includes all Content you provide, create, publish, generate, submit or otherwise make accessible by interaction with the CyberWay Blockchain via our Platform. User Content is your sole responsibility and ownership. You undertake that User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, regulations, licenses, consents or permissions.

### *NSFW Content*

Commun is an open network of Communities formed around some point of diverse interests. There is therefore a possibility that the Platform may discuss Content related to Not-Safe-For-Work (“**NSFW Content**”), namely, nudity, pornography, profanity, controversial political news, cultivation of the cannabis plant, etc., which may be inappropriate, illegal or which breaches the legal rights of another person or entity vary from country to country.

“NSFW” tag typically lives on relevant Content and must be provided by the User under his or her sole supervision and responsibility. If the User dedicates their Account or the Community where he is a Community Leader to a type of NSFW in general, the User might add “NSFW” tag on their Account or Community.

Commun takes no responsibility for Users posting any NSFW Content. However, when requested, we will do our best to remove such Content from the Platform to comply with applicable law.

### *Availability of Content*

We do not guarantee that any Content will be made available on the Platform or through the Services. We reserve the right to, but do not have any obligation to, remove, edit, modify or otherwise utilize any Content, at our sole discretion, at any time without notice to you, for any reason (including, but not limited to, receipt of claims or allegations from third parties or authorities relating to NSFW Content or if

we are concerned that you may have violated these Terms of Use) except as provided in our Privacy Policy.

Also note that any Content (including, without limitation, posts or comments that have been made on the Platform) may not be removed technically by Commun from the CyberWay blockchain and copies of such Content may continue to exist on the CyberWay blockchain.

### *Storing of Content*

Subject to the limitation hereunder, you are solely responsible for storing outside of the Platform and/or the CyberWay Blockchain a backup of any Content, including Accounts information. Additionally, you are solely responsible for anything you have stored on the Cyberway Blockchain regardless of the way you store content there (e.g. via our Platform or any other clients).

## **6. INTELLECTUAL PROPERTY RIGHTS**

### *Limitations of Intellectual Property Rights*

The Services may contain Content specifically provided by Commun, our partners or other Users, and such Content is protected by copyrights, trademarks, names, logos, slogans, service marks, patents, trade secrets or other proprietary rights and laws ("**Trademarks**"). All such Trademarks mentioned or used on Platform are the property of their respective owners and not to be copied, limited, or used, in whole or in part, without the permission of the applicable Trademark holder.

You shall abide by all copyright notices, information, and restrictions contained in any Content accessed on the Platform or through the Services. Nothing contained on the Platform shall be construed as granting you by implication or otherwise, any license or other rights to use (either commercial or non-commercial) any Trademark without the written permission of the owner thereof.

### *License to Content*

We hereby do and shall grant each User a limited, worldwide, non-exclusive, revocable, non-sublicensable and non-transferable license to view, read, print, download, share, and display, or otherwise use locally Content, to the extent we hold such rights, solely for purposes of using the Services on the Platform. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from Commun. You shall not sell, license, rent, or otherwise use or exploit any Content for use (either commercial or non-commercial) or in any way that violates any third party right.

### *License to User Content*

Subject to these Terms of Use, you retain any ownership rights you have in your User Content.

However, by submitting User Content on the Platform or through the Services, you hereby do and shall grant Commun and other Users a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit your User Content in connection with the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Services in any media formats and through any media channels, including after your termination of your Account or the Services. For the sake of clarity, the foregoing license grant includes our right to distribute, display, perform and otherwise use your User Content in connection with material provided by our sponsors, and you shall not be entitled to any remuneration for such use.

Unless prohibited by applicable law, by submitting your User Content on the Platform or through the Services, you are waiving and agreeing not to assert any copyrights or "moral" rights or claim resulting from our alteration of User Content. You are also agreeing to appoint Commun as your irrevocable attorney-in-fact with respect to User Content, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that Commun can use the User Content that you are licensing in any way Commun sees fit to own and protect the rights in any derivative works created from your User Content, and to have the User Content removed from any other website or forum.



Unless prohibited by applicable law, upon request from Commun, you shall execute and deliver such additional instruments of license, as it may be solely deemed reasonably necessary by Commun to establish our ability to use the User Content as it sees fit. Should Commun fail to request the said license instrument as stated, that shall not be deemed a waiver of Commun's rights and Commun may at a later time request the instrument.

## **7. THIRD-PARTY SITES AND RESOURCES**

The Services may permit Users to link to, view, utilize or otherwise access sites, services or other third-party resources on the Internet. When you access third-party resources, you do so at your own risk. These third-party resources are not under the control of Commun, and you acknowledge that Commun is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such resources. If you believe that any linked third-party resources violate applicable law or may be inappropriate according to these Terms of Use, please notify us.

The inclusion of any link to third-party resources does not imply any association between us and their operators. You further acknowledge and agree that Commun shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any third-party content (including, your dealings with goods or services made available on or through any such third-party resources).

## **8. RULES AND RESPONSIBILITIES**

### *Rules of Conduct*

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the User Agreement and applicable laws, rules and regulations and therefore result in your responsibility for all of your activity in connection with the Services. Whilst on Services, you shall not:

- commit any unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive act, or engage Commun in any activity in connection with the Services that has implications in the form of such act;
- misuse any identification marks, Trademarks, or other information of Commun, other Users, and third parties without proper authorization;
- represent that you are authorized to act on behalf of Commun, or enter into any agreement with a third party on behalf of Commun;
- take any action that imposes or may impose an unreasonable or disproportionately large load on Commun (or our third-party providers') infrastructure;
- interfere with, disrupt, negatively affect (or attempt thereto) the proper working of the Services or any activities conducted on the Services;
- fail to comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion;
- bypass, circumvent or attempt to bypass or circumvent any measures Commun, Community or authorities may use to prevent or restrict access to the Services;
- run any form of auto-responder or "spamming" on the Services, introduce any virus, Trojan, worms, junk mail or other harmful material to the Services;
- harvest or scrape any Content from the Services;
- use the Services to participate in illegal lotteries, games of chance, or pyramid schemes;
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the limited extent a blockchain smart contract technology so permits;
- modify, translate, or otherwise create derivative works of any part of the Services;
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- or otherwise, take any action in violation of these Terms of Use.

### *Content Boundaries*

We want Commun to be a place where Users feel free and safe to express themselves and share their thoughts and ideas. To ensure a safe and healthy environment in Commun, you shall not (and shall not permit any third party to) take any action or upload, download, post, submit or otherwise distribute or facilitate the distribution of any Content that:

- is unlawful, false, misleading, untruthful or inaccurate;
- is violating these Terms of Use;
- infringes Trademarks regime, other rights of any other person or entity or violates any law or contractual duty;
- is involuntary pornography;
- is sexual content involving minors;
- is personal and confidential information impacting on the rights and interests of third parties;
- crosses the line into abuse, or is threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, offensive;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- impersonates any person or entity, including any Commun employees or representatives;
- includes anyone's identification documents or sensitive financial information;
- asks for votes or engages in vote manipulation;
- is otherwise inappropriate as determined by Commun, other Users or authorities in their sole discretion.

## 9. PLATFORM MANAGEMENT

### *Communities*

Our Platform consists of various Communities created by Commun itself or its Users. Each Community has its own token. You are welcome to join our Platform as a Community Member or a Community Leader.

A **Community Member** is a User, who will in due course be registered for the Accounts, who, namely, posts, votes or modifies the Content, chooses Community Leaders, joins and creates Communities. Commun provides Community Members in-built mechanics for selecting and ranking Community Leaders, where such users are members.

To be active on Commun there is no need for the Community Member to have any CMN or Community tokens. Those Community Members who want to have a bigger say in governing the chosen Communities by selecting Community Leaders or to promote posts, will be able to buy CMN and exchange them for Community tokens. [Commun White Paper](#) takes a closer look at case-specific issues relating to the description and architecture of tokens.

A **Community Leader** is the Community Member selected and ranked by other Community Members using their stakes of the CMN, who, namely, governs the Community, defines the rules of the Community and moderates the Content. Once selected as a Community Leader, the Community Member may voluntarily at any time resign their post of the Community Leader within the Community.

While Commun generally hosts the Platform, note that we are not responsible for any actions taken by Community Members or Community Leaders.

To support the young but vibrant Commun environment much depends upon a proper understanding of the management structure of Commun as a platform for building self-governing and self-reliance Communities.

### *Commun-level Management*

Commun as a legal entity enables general functionality of the Services, i.e. our competence is the maintenance of the infrastructure and organizational framework that allows Users to join or to build Communities by contributing and editing Content. Commun merely allows Users via its Platform to upload Content (information) on the CyberWay Blockchain and create Communities and Community



tokens. Commun generally does not monitor or take an editorial role in respect of the Content, neither does it bear any responsibility for the Content. Commun is not a mass media outlet.

For all these reasons, this entails specific, but a limited number of rights and responsibilities:

- Commun generally has not reviewed, and cannot review, the Content posted on the Platform or through the Services, and cannot, therefore, be responsible for that material's use or effects;
- Commun generally does not contribute, monitor, or take decisions upon deleting the Content, because the editorial control in respect of the Content is in the hands of Users and Community Leaders.
- without limiting the authority of Communities, Commun reserves the right, but has no obligation, at its discretion, to overturn any action or decision of the User or the Community, or otherwise intervene in respect of them, if we believe that such an action or a decision is not in the interest of Commun as a whole, for example in the case of requests to remove Content from Government or other legal authorities. This should happen rarely, but when it does, our goal is to keep the Commun alive and vibrant;
- considering all the above-mentioned issues Commun does not take any responsibility for the Content posted on the Platform or through the Services.

The Content we host is intended to be placed for your entertainment only, is not offered as advice on any matter and does not constitute an invitation to invest. So, if you need a piece of expert advice for a particular legal, financial, advisory question (or another one like it), you should seek the help of a registered, authorized, or licensed person or entity.

### *Community-level Management*

The key mission of Commun is to ensure an environment for the competition of diverse interest- or locality-based Communities providing them with all necessary resources like content sharing and evaluating mechanics, easy community setup and free to use model, community governance, and economic parameters. Whilst we merely host the Services (Platform, Content), the very Community is here to create and manage the Content, i.e. most of the management of the Services is subject to terms and conditions of Communities.

The Community can be created by any Community User or a group thereof.

The Community has its own unique parameters, namely, its name, rules, emission characteristics, etc., which can be changed by Community Leaders, if necessary. When building the Community, describe what your Community is, so that Users can find what they are looking for.

Community Leaders are important to Commun ecosystem. As no Community is capable of existing without disputes and misunderstandings, there is a need for someone to deal with them – the Community Leaders, who govern Communities by doing the following:

- managing the Community, defining what should be developed and how within the Community;
- updating (changing) the corresponding smart contracts;
- defining and enforcing Community rules (provided that such rules do not conflict with these legally binding Terms of Use), inter alia, governing points, advertisement or rewarding mechanics;
- moderating the Content (namely, making decisions on removing or banning a post from the Community feed, to introduce “NSFW” tags, etc.);
- taking enforcement actions when so allowed by these User Agreement applicable to the specific Community, including, but not limited to warning, investigating, making decisions on blocking and banning any Community Members, who violates this User Agreement and Community rules;
- arbitrating in case of conflicts within the Community (instead of fighting for power);
- otherwise interacting with Community Members.

## **10. ADVERTISING**

### *Common Approach*

Commun does not currently charge fees for the Services. However, in consideration for Commun granting you access to and use of the Services, you hereby do and shall agree that Commun,

Communities or third-party providers may place advertising on the Services or in connection with the display of the Content or information from the Platform whether submitted by you or other Users.

#### *Advertising Placement Rules*

An advertisement shall comply with this User Agreement, Community rules and applicable law (including by local law where you reside). Unless otherwise expressly allowed by law, an advertisement at Commun- or Community-level shall comply with the following rules:

- not to engage in or promote misrepresentation or fraud;
- not to use abusive and/or obscene words;
- neither the text nor image of the advertisement shall contain personal contact details (personal data);
- not to allow an inappropriate comparison with goods and services provided by other parties;
- it is prohibited to advertise activities and services prohibited under these Terms of Use; services for adults such as escort services, and/or resources intended to search for partners providing intimate services, training or seduction; drugs or any psychotropic substances, any alcoholic and tobacco products, military products and weapons; games based on risk or betting;
- it is required to follow the specific requirements of applicable law to advertise some types of goods (services, works), inter alia, pharmaceutical products, medical purpose goods, medical services, baby food, results of intellectual activity, pictures.

### **11. TRANSACTIONS**

All proposed transactions in respect of the Services must be confirmed and recorded in the CyberWay blockchain, which is a third-party provider of Services to Commun. You accept and acknowledge that Commun is not responsible for any errors or omissions that may occur in connection with any transaction initiated within the Platform. The Platform is in fact operated on a decentralized network run by independent third parties. We have no control over the CyberWay blockchain and have no ability to facilitate any cancellation or modification requests in respect of the Platform; therefore, we cannot and will not ensure that any transactions you submit within the Platform will be confirmed on the CyberWay blockchain.

### **12. USERS' REPRESENTATION AND WARRANTIES**

You bear personal responsibility for any Content, other information you post on the Platform or through the Services or communicate to other Users as well as for any contacts with other Users.

You accept and acknowledge that there are risks associated with utilizing the blockchain including smart contract technology in general and via our Platform as well. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. Since Commun may not monitor or control the Content posted on the Platform or through the Services, we do not guarantee that any Content you access is or will continue to be either accurate, representative or complete.

By accepting this User Agreement You warrant and represent that you have the necessary knowledge and experience as to be capable of evaluating the merits, risks and suitability of our Services including your use of the CyberWay Blockchain through our Services, you understand that our Platform is not an ordinary social network, you have a full understanding of all of the terms of these Terms, conditions and risks of Your use of our Services and You willingly assume those terms. You also agree to bear the risk of Your use of our Services. You understand that your use of the Services hereunder is subject to all applicable local laws those of the Cayman Islands, and international laws and regulations, and you agree not to violate such laws and regulations.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive.

### **13. LIMITATION OF LIABILITY**

THE SITE AND SERVICES, INCLUDING ALL THE CONTENT, IS PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS AND COMMUN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE SITE AND THE SERVICES.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMMUN DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES OR ANY INFORMATION, MATERIALS OR CONTENT WILL BE COMPLETELY SECURE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER, OR BLOCKCHAIN SMART CONTRACT TECHNOLOGY THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN PROVIDED BY OTHER USERS OR THIRD PARTIES.

IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR OTHER CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, EACH OF WHICH IS HEREBY EXCLUDED HEREBY.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then Commun aggregates liability for all claims under such circumstances for liabilities not exceeding one hundred U.S. dollars (100.00\$), or the amount you paid Commun, if any, in the past six months for the Services giving rise to the claim.

### **14. INDEMNIFICATION**

#### *Indemnification*

You agree to defend, indemnify and hold harmless Commun, our officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) any breach by you of any of these Terms of Use; (ii) your User Content; (iii) your use of information, materials or features available on the Platform or through the Services; (iv) a violation by you of applicable law or any agreement or terms with a third-party to which you are subject; (v) any transactions between you and a third-party through information available on the Platform or through the Services or (vi) against against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from your usage of our Services, our Platform and/or the CyberWay Blockchain.

### **15. GOVERNING LAW, VENUE, WAIVER OF CLASS ACTION**

READ THIS ARTICLE CAREFULLY AS YOU AND COMMUN ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY DISPUTES IN COURT BEFORE A JUDGE OR JURY. YOU AND COMMUN AGREE TO NOTIFY EACH OTHER IN WRITING OF ANY DISPUTE WITHIN 15 DAYS FROM THE DATE THE REASON FOR THE DISPUTE ARE KNOWN. YOUR NOTICE SHALL BE SENT TO [SUPPORT@COMMUN.COM](mailto:SUPPORT@COMMUN.COM)

You agree that all disputes, controversies or claims arising out of or relating to your use of our Services including your use of the CyberWay Blockchain via our Platform and/or arising out of or relating to this User Agreement and, including any questions regarding the existence of a legal agreement apart from this clause; the interpretation and effect of this User Agreement; the respective rights and obligations of the parties under this User Agreement; the rectification of this User Agreement; the breach, termination or cancellation of this User Agreement or any matter arising out of the breach, termination or cancellation; damages in delict, compensation for unjust enrichment or any other claim, whether or not the rest of these User Agreement apart from this clause is valid and enforceable will be resolved by the

Courts of the Cayman Islands that have exclusive jurisdiction and the governing laws shall be laws of the Cayman Islands.

We want you to enjoy Commun, so if you have a dispute, you agree to attempt to raise it and to try to resolve it with us informally through negotiation. You must first contact a Community Leader of the Community where you are a member, and then us, with feedback and concerns you have.

You agree that any dispute arising out of or related to this User Agreement, Commun and or our Services is personal to You and Commun and that any dispute will be resolved solely through individual trial and will not be brought as a class arbitration, class action or any other type of representative proceeding. You cannot consolidate more than one individual claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You agree that for any trial, the Party filing the claim will pay the filing fee and judgment upon any compensation award.

**This Article is a separate, divisible agreement from the rest of this User Agreement and shall not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the agreement and not to this clause and shall remain in effect even if this agreement is cancelled or terminated.**

## **16. ENFORCEMENT**

The breach of these User Agreement and effective applicable laws involves contractual, civil, administrative or criminal liability. We will endeavour to be more lenient with the User Agreement enforcement in an effort to do the right thing for the Users.

Nevertheless, if you violate this User Agreement, we have a variety of ways of enforcing thereof, including, but not limited to:

- asking you to take appropriate actions;
- temporary or permanent restriction, limitation or suspension of access to your Commun Account or all or any sections of the Platform;
- adding restrictions to Users, their Commun Accounts, or Communities;
- modification, blocking or removal of Content to a certain possible extent;
- taking other legal actions against Users who violate this User Agreement (including reports to law enforcement authorities).

In the interests of our Users, Commun implements the measures described above at its own discretion as well as upon receipt of claims or allegations from third parties or authorities or if we are concerned that you may have violated this User Agreement. Turning to enforcement measures hereunder, Commun does not bear liability for any negative implications of such measures for Users or third parties.

## **17. RESERVATION OF RIGHTS**

All rights not expressly granted to you hereunder are reserved by Commun and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Services or the Content for any purposes is prohibited.

## **18. CLOSING PROVISIONS**

### *Entire Agreement and Severability*

This User Agreement is the entire agreement between you and Commun with respect to use of the Services and supersedes all prior or contemporaneous communications and proposals (whether verbal,

written or electronic) between you and Commun. If any provision of these User Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these User Agreement will otherwise remain in full force and effect and enforceable.

#### *Force Majeure*

Commun shall not be liable for any failure to perform obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, software or smart contract bugs or weaknesses, acts or orders of governmental authorities or super-governmental organization (e.g., sanctions measures).

#### *Assignment*

This User Agreement is personal to a specific User and is not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without your consent.

#### *No agency*

Nothing in this User Agreement is intended to nor shall create an agency, partnership, joint venture, or employment relationship, neither has either party any authority of any kind to bind the other in any respect.

#### *Notices and Electronic Communications*

Communications between You and Commun use electronic means, whether made via our Platform, or whether notices are posted on our Platform and or/send to your phone or other contact points. You consent to receive communications from Commun in an electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that Commun provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

#### *Contact Commun*

Commun Limited, Genesis Building, 5th Floor, Genesis Close, PO Box 446, Cayman Islands, KY1-1106  
E-mail: support@commun.com

#### *No Waiver*

Our failure to enforce any part of this User Agreement shall not constitute a waiver of our right to later enforce that or any other part thereof.

#### *Changes to the Terms of Use*

All the provisions of the User Agreement (other information posted by Commun on the Platform) are subject to change, modification, addition, or deletion without notice, at any time without prior notice, at our sole discretion. We will make such changes by posting them to the Platform.

You must periodically check the User Agreement to see if there are any changes. Your continued use of the Platform and Services after such changes conclusively demonstrates your acceptance of those changes.