

Term of Use

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1. Introduction

1.1 Scope and validity of the Terms of Use

The Terms of Use (henceforth “Terms”) of Blockchain Presence AG (henceforth “BCP”) govern the rights and duties related to:

- the use of all services and products offered by BCP through its decentralized application (henceforth the “Platform”),
- the use of the Platform itself, and
- the contractual relationship between BCP and its registered users (henceforth “Members”).

The Terms are complemented by the BCP Privacy Policy.

By using the Platform, any user (henceforth “User”) agrees to be bound by the Terms.

1.2 BCP Platform

The Platform is composed of

- the website blockchainpresence.net (henceforth the “Website”),
- the BCP Smart Contract, and
- the Sender Convenience Application (henceforth the “SCA”);

BCP makes its Platform available to Users for the purchase and sale of data points on the Ethereum Blockchain.

1.3 No control over the public blockchain

The use of services and products offered on the Platform, as well as the registration, may involve the use of a public blockchain (Ethereum, BinanceSC, Polygon, Tezos, and others). The use of the public blockchain may require the payment of a fee (called “gas”) for the execution of the consensus protocol (Proof-of-Work, Proof-of-Stake, and others). Such a fee, or part of it, may be due even in the case of a failure of a transaction.

Users acknowledge and agree that BCP has no control over the public blockchains, their specific methods of payment, or any actual payment of transaction fees therein. Accordingly, Users must ensure that they have a sufficient balance of the blockchain’s native cryptocurrency (e.g., Ether for Ethereum) stored in their private wallet to complete any transaction on the Platform before initiating such a transaction.



1.4 Modifications to the Terms

Within the limits of the applicable law, BCP reserves the right to review and change the Terms at any time. Users and Members are responsible for regularly reviewing the Terms. Continued use of the Platform and/or the Website after such changes shall constitute Users' and Members' consent to such changes.

2. Use of the BCP Platform

2.1 Responsibility of Users

On the Platform, Users may autonomously and in their own responsibility, conclude agreements among themselves. The fulfillment of the contractual obligations lies within the exclusive responsibility of the contracting parties.

2.2 Legal status of BCP

BCP is not a contracting party in any agreement that is concluded among Users. BCP, its directors, agents, employees, auxiliaries, shareholders, and investors are in no way responsible for any risk associated with the initiation, conclusion, and fulfillment of transactions between Users, and are not liable for any possible resulting damage.

BCP is not obliged to control the behavior of Users in connection with their use of the Platform.

BCP does not guarantee that Users behave on the Platform, according to the principle of good faith. In particular, BCP does not guarantee that Users fulfill any obligation arising from agreements concluded among each other.

2.3 No right of use

There shall be no right nor claim to registration, use of the Platform, or use of any service or product offered by BCP. In particular, BCP may, at its sole discretion, at any time, and for any reason whatsoever, including but not limited to the violation of the Terms, refuse a registration, exclude a Member (terminate its membership), or prohibit the use of a product or a service to a Member.

BCP may as well, at its sole discretion, at any time, and for any reason whatsoever, modify, discontinue, suspend, or terminate the offer of a product, a service, the Website, or the Platform.

BCP shall not be liable for any loss or damage suffered by any User or Member resulting from any refusal of registration, exclusion of a Member, prohibition of the use of a product or a service to a Member; modification, discontinuation, suspension, or termination of a product, a service, the Website or the Platform.



2.4 Definitions

BCP Smart Contract: A smart contract, possibly decomposed into several modules, deployed by BCP on a public blockchain to enable the ordering and delivery of data points between Senders and Receivers.

Commitment: A Sender's binding promise to deliver upon request one or more data points via the BCP Smart Contract, open for a predetermined period of time.

Delivery: The delivery of one or more data points by a Sender to a Receiver.

Delivery Time: The time (expressed either as clock time or in terms of a block number) at which a data point shall be delivered.

Horizon: The period of time during which a commitment is open.

Horizon Extension: The extension of the period of time during which a commitment is open.

Member: A natural or legal person that is registered on the Platform and thereby agrees to be bound by the Terms.

Membership: The status of being a Member.

Open Commitment: A Commitment whose horizon has not yet expired.

Order: The ordering of one or more data points, with reference to a Sender's Commitment, by a Receiver, to be delivered at the specified delivery time.

Pending Order: An order that has not yet been executed.

Receiver: A User or Member that orders or intends to order data points via the Platform.

Receivers' Rating System (henceforth "RRS"): A rating system through which Receivers may rate the quality and performance of individual Senders.

Registration: The steps through which a User becomes a Member.

Sender: A Member that offers and/or sells data points on the Platform.

SCA: A software application made available by BCP to Senders to facilitate their delivery of data points via the Platform.

User: A person that browses the BCP Website or interacts with the Platform (in particular, by calling functions on the BCP Smart Contract).

3. Members

3.1 Registration

Registration is open only to natural or legal persons capable of acting without restriction. Minors (persons under the age of 18) are excluded from registration. All information required for the registration shall be provided accurately and completely. In the event of changes to the required information, Members are required to update it immediately.



3.2 Beginning and termination of Membership

Membership begins with the successful registration on the Website. Receivers may terminate their membership at any time. Senders may terminate their membership at any time, provided that they do not have open commitments or pending orders. As mentioned above, BCP has the right to terminate any membership at any time.

3.3 Duties of Users

Users shall use the Platform in accordance with the Terms, Swiss law, and the principle of good faith.

Users shall have sufficient knowledge and expertise to be able to use the Ethereum Blockchain.

Users shall keep their passwords and private keys secret and safe at any time. They shall not disclose them nor make them available to third parties. Loss of passwords and/or private keys may imply the impossibility of accessing the Website and the Platform.

3.4 Duties of Senders

Senders may offer for sale and sell only data points that they are legally entitled to dispose of.

Senders may issue commitments at any time, and may always extend their horizons. They shall provide all required information to unambiguously identify the data points they intend to offer for sale, the required fee, and the horizon.

Provided that they are the object of an open commitment, Senders shall deliver the ordered data points at the delivery time specified in the relative order. The delivered data points shall correspond to the ones listed in the commitment.

3.5 Duties of Receivers

Receivers shall use the RRS truthfully and fairly.

4. Privacy protection

BCP processes personal data collected from Members and Users according to the BCP Privacy Policy.



5. Intellectual property

BCP retains all rights, titles, and other interests in all its intellectual property. This includes, but is not limited to: Inventions, discoveries, processes, protocols, marks, methods, compositions, formulas, techniques, information, source code, smart contracts, decentralized applications, use cases, brand names, graphics, user interface design, texts, logos, slogans, images, information, data pertaining to BCP, the Platform, the Website, the SCA, and any other activities whether or not patentable, copyrightable, or protectable in a trademark. BCP also retains all rights to future trademarks, copyrights, or patents developed on BCP's, previously mentioned, intellectual property.

Members receive a limited, revocable, and non-transferable right to use BCP's intellectual property according to the Terms. Any additional right to use BCP's intellectual property can only be obtained through BCP's written consent. Accordingly, Members may refer to BCP and the Platform in accordance with the Terms and in a way that does not distort or untruthfully describe the Member's relationship to BCP. BCP reserves the right to prohibit the usage of its name and of any other reference to BCP for anyone whom it believes misuses such references to inaccurately/untruthfully refer to BCP or to BCP's intellectual property.

Members agree that in case of uncertainty or possible ambiguities related to the usage of BCP's intellectual property, they shall contact BCP for clarifications before such usage of BCP's intellectual property.

6. Third-party websites and services

The Website may provide links to third-party websites and/or make use of third-party services. Additionally, the Platform and/or the Website may allow Users and Members to interact directly with third-party services without leaving the Platform and/or the Website. Users and Members shall be aware that the use of, and any interaction with, such third-party websites and services are not governed by the Terms.

7. Transfer of rights and duty to third parties

BCP reserves the right to transfer some or all rights and obligations arising from the Terms to a third party or to let such rights and obligations be managed and exercised by a third party.

The membership as well as any right and obligation of current or former members towards BCP cannot be transferred by members to any third party.



8. Limitation of liability

Within the limits of the applicable law, the Website, the Platform, and any other product and service are provided “AS IS” and “AS AVAILABLE”. BCP does not represent or warrant that the Website, the Platform (including any related data), and any other product and service, will be uninterruptedly available at any particular time, or error-free. Further, BCP does not warrant that the errors in the Website, the Platform, and any other product and service, are correctable or will be corrected.

In no event shall BCP be liable for any direct, indirect, incidental, special, consequential, or punitive damages whatsoever resulting from any use or in connection to the Website, the Platform, and any other product and service. This includes without limitation: loss of profits, loss of data, loss of work, loss of documents, loss of goodwill, loss of private information, loss of revenue, loss of assets, or other tangible and intangible losses.

9. Indemnification

Should other Members, Users, or third parties assert claims against BCP due to violation of their rights through any possible use of the Platform by a Member or a User, such Member or User shall release BCP from any possible claim and assume all costs of BCP legal defense (including court and lawyers' fees).

10. Severability

Should one or more individual provisions of the Terms be wholly or partially void and/or unenforceable, the remaining provisions, or parts of such provisions, shall remain valid and enforceable. Invalid and/or unenforceable provisions shall be replaced by such valid and enforceable provisions that correspond to the spirit and purpose of the invalid and/or unenforceable provisions and are closest to them from an economical perspective. The same applies to any possible legal loophole in the Terms.

11. Applicable law and place of jurisdiction

The Terms shall be governed in all respects by the substantive laws of Switzerland. Any controversy, claim, or dispute arising from or relating to the Terms shall be subject to the jurisdiction of the competent courts of the Canton of Zürich, the jurisdiction of the Swiss Federal Court being expressly reserved.

Members and Users agree that all controversies, claims, and disputes between them and BCP shall first be attempted to be resolved informally by filing a request to info@blockchainpresence.net.



12. Communications

Members consent to receive all communications that BCP provides in connection with the Terms electronically. In particular, Members agree that BCP may provide communications to them by posting them on the Website, through the Platform, or by emailing them to the email address the Members provided at the time of registration (or later in case of update).

Contact Information

Blockchain Presence AG

8044 Zürich

Switzerland

Email: info@blockchainpresence.net