

Rippex's Terms of use

Last modified on: 08/31/2014

Initial considerations

These Terms of Use ("Terms") apply to your access to, and use of, the website www.rippex.net ("Site") maintained by NETMINT INTERMEDIÇÃO DE SERVIÇOS E NEGÓCIOS LTDA ("Netmint," "we" or "us"). These Terms do not apply to the Ripple open source client software or the Ripple distributed open source global payment network accessed through that software (collectively, "Ripple Technology").

As further described in Section 4 (Assumption of Risk with Ripple), Netmint does not own or control Ripple Technology and you are solely responsible for your use of Ripple Technology. Additionally, these Terms do not alter the terms or conditions of any other agreement you may have with Netmint for products, services or otherwise.

Netmint reserves the right to change or modify the terms and conditions contained in these Terms or any policy or guideline of the Site, at any time and in its sole discretion. We will provide notice of these changes by posting the revised Terms to the Site and changing the "Last Revised" date at the top of the Terms, or by providing other means of notice as Netmint will determine each time in its sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the revisions to the Site, and will apply to your subsequent use of the Site. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site will confirm your acceptance of such changes or modifications; therefore, you should review the Terms and applicable policies whenever you use the Site to understand the terms that apply to such use. The most current version of the Terms can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages. If you do not agree to the Terms in effect when you access or use the Site, you must stop using the Site.

1. Eligibility

By accessing or using the Site, you represent and warrant that you have not previously been suspended or removed from the Site. You represent and warrant that you are not:

- (a) located in, under the control of, or a national or resident of any country to which Brazil has embargoed goods or services;
- (b) identified as a "Specially Designated National", or
- (c) placed on the Commerce Department's Denied Persons List.

You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

2. Registration and Account

In order to access and use certain features on the Site, you must create an account with Netmint ("Account"). You agree to:

- (a) provide accurate, current and complete information when creating or updating an Account;
- (b) maintain and promptly update your Account information;
- (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer;
- (d) promptly notify Netmint if you discover or otherwise suspect any security breaches related to the Site; and
- (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

You agree that, in order to use all services offered in the Site you must have at least 18 years old and have a verified account with Rippex, and therefore will provide all documents requested during the account creation process. In order to deposit and withdraw brazilian Real (BRL) you must have an active brazilian tax ID and a bank account in a brazilian bank.

3. Privacy policy, prices and deadlines

By accepting these terms, you declare that you read and understood our [Privacy Policy \(privacidade.php\)](#).

You also declare that you read and understood our [pricing model \(precos-prazos.php\)](#).

4. Knowledge base and support.

The content of our knowledge base are opinions from our support team that, besides not being legal advice, may be outdated.

5. Assumption of risk with Ripple

Netmint does not own or control Ripple Technology. Ripple Technology is an open source protocol that anyone can use, copy, modify and distribute. We encourage you to take precautions when considering whether to use Ripple Technology, particularly when participating in any transaction using Ripple Technology with a stranger.

You acknowledge and agree that Netmint:

- (a) does not own or control Ripple Technology;
- (b) does not have any authority or responsibility to prohibit, restrict, rescind or approve any transaction or other interaction that occurs through Ripple Technology;
- (c) is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other participant, person or organization that uses Ripple Technology; and
- (d) does not investigate or verify the reputation, conduct, morality or criminal background of any Ripple Technology user, including without limitation any Ripple gateway.

Further, you acknowledge and agree that you are solely responsible for your access and use of Ripple Technology, including without limitation for:

- (i) any payments or other transactions you complete using Ripple Technology;
- (ii) investigating or screening other Ripple Technology users before engaging in any Ripple transaction with such users;
- (iii) any interactions you have with other Ripple Technology users or gateways; and
- (iv) your use of any Ripple gateways to exchange any currency or other items of value that you may have stored in your Ripple wallet.

NETMINT ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE IN CONNECTION WITH RIPPLE TECHNOLOGY. YOU ASSUME ALL RISKS ASSOCIATED WITH USING RIPPLE TECHNOLOGY.

6. Copyright and Limited License

Unless otherwise indicated on the Site, the Site and all content and other materials on the Site, including, without limitation, logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Netmint Materials") are the proprietary property of Ripple or its licensors or users and are protected by Brazilian and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site and Netmint Materials; subject to these Terms. Except as expressly permitted on the Site, in these Terms or otherwise in writing by Netmint, such license does not include:

- (a) any resale or commercial use of the Site or the Netmint Materials;
- (b) the distribution, public performance or public display of any Netmint Materials;
- (c) modifying or otherwise making any derivative uses of the Site and the Netmint Materials, or any portion thereof;
- (d) use of any data mining, robots or similar data gathering or extraction methods;
- (e) downloading (other than the page caching) of any portion of the Site, the Netmint Materials or any information contained therein; or
- (f) any use of the Site or the Netmint Materials other than for its intended purpose. Any use of the Site or the Netmint Materials other than as specifically authorized herein, without the prior written permission of Netmint, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

7. User Content

The Site includes interactive areas or services ("Interactive Areas") in which you or other users may create, post, send or store ads, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code, links or other items or content on the Site ("User Content"). By using the Site, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Site any of the following:

- a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, false, misleading or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;
- c. User Content that may impinge upon the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual's consent;
- d. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- e. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- f. Viruses, corrupted data or other harmful, disruptive or destructive files; or
- g. User Content that, in the sole judgment of Netmint, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas, the Site, or which may expose Netmint, Ripple Technology, or its users to any harm or liability of any type.

Netmint does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Netmint liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

When you participate in Interactive Areas, you understand that certain information and content you choose to post may be displayed publicly or to select users. You are solely responsible for your use of the Site and the Interactive Areas and use them at your own risk.

If you become aware of User Content that you believe violates these Terms, you should report it to Netmint. Enforcement of the Terms, however, is solely in our discretion and the absence of enforcement of these Terms in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Site will not contain any content that is prohibited by the Terms. Although Netmint has no obligation to screen, edit or monitor any of the User Content posted on the Site, Netmint reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Site in violation of these Terms may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

Except as otherwise provided herein, on the Site or in a separate agreement (such as the rules of a contest), Netmint claims no ownership or control over any User Content. However, if you post User Content to the Site, you grant Netmint a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on our websites and on third-party sites.

This license will terminate when you remove your User Content, except that the license will continue with respect to any offsite uses that have already been made and any cached or archived uses that may still exist when User Content is removed. By posting User Content, you hereby release Netmint and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any additional compensation for any use of your User Content.

By posting User Content to the Site, you represent and warrant that:

- (a) such User Content is non-confidential;
- (b) you own and control all of the rights to the User Content or you otherwise have the right to post and use such User Content and to grant the rights to Netmint that you grant in these Terms;
- (c) the User Content is accurate and not misleading or harmful in any manner; and
- (d) the User Content, and your use and posting thereof in connection with this Site, does not, and will not, violate these Terms or any applicable law, rule or regulation.

8. Copyright Complaints

If you believe anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement to denuncias@rippex.net (<mailto:denuncias@rippex.net>).

9. Brands

“Rippex,” the Ripple logos and any other Netmint product or service name, logo or slogan contained in the Site are trademarks or service marks of Netmint (the “Netmint Marks”) and may not be copied, imitated or used, in whole or in part, except as expressly permitted in these Terms or on the Site or with the prior written permission of Netmint. You may not use any metatags or any other “hidden text” utilizing any Netmint Marks without our prior written permission.

You may not use any metatags or any other “hidden text” utilizing any Netmint Marks without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Netmint and is part of the Netmint Marks and may not be copied, imitated or used, in whole or in part, without our prior written permission except as expressly permitted herein or on the Site.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the written permission of the applicable trademark holder.

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

10. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray Netmint or any of our Site in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any Netmint Marks or other proprietary graphic of Netmint to link to the Site without the express written permission of Netmint. Further, you may not use, frame or utilize framing techniques to enclose any Netmint trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout/design of any page or form contained on a page of the Site without Netmint’s express written consent.

11. Third Party Content

Netmint and its users may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by Netmint, including but not limited to Ripple Technology and any third party advertisements or promotions (collectively the “Third Party Content”) as a service to those interested in this information.

Netmint does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness.

You acknowledge and agree that Netmint is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third parties.

Netmint is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site.

12. Feedback

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Netmint or the Site (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Netmint. Netmint will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

13. Indemnity

You agree to defend, indemnify and hold harmless Netmint, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to:

- (a) your use of the Site;
- (b) any User Content or Feedback you provide;
- (c) your violation of these Terms;
- (d) your violation of any rights of another; or
- (e) your conduct in connection with the Site.

Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you.

14. Disclaimer of Warranties

Netmint provides no guarantee as to the performance or the uninterrupted availability of the site or the ripple materials.

The site and Netmint Materials are provided on an "as is," "as available" basis without warranties of any kind, either express or implied.

Netmint disclaims all warranties, express or implied.

Ripple does not represent or warrant that ripple materials or the site are accurate, complete, reliable, current or error-free.

While Netmint attempts to make your access and use of the site safe, Netmint cannot and does not represent or warrant that the site or its server(s) are free of viruses or other harmful components; therefore, you should use industry-recognized software to detect and disinfect viruses from any download.

Netmint reserves the right to change any and all content contained in the Site at any time without notice.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Netmint.

15. Limitation of Liability

In no event will Netmint, its directors, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the site, the Netmint Materials or the content or the materials contained in or accessed through the site, including without limitation any damages caused by or resulting from reliance by user on any information obtained from ripple, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to ripple's records, programs or site. In no event will the aggregate liability of Netmint, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the site exceed any compensation you pay, if any, to ripple for access to or use of the site. Some jurisdictions do not allow the limitation of liability in contracts with consumers, so some or all of these limitations of liability may not apply to you.

16. Applicable Law and Venue

These Terms and your use of the Site will be governed by and construed in accordance with the laws of the Federative Republic of Brazil, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in São Paulo, São Paulo and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

17. Termination and Suspension

Notwithstanding any of these Terms, Netmint reserves the right, without notice and in its sole discretion, to terminate or suspend your right to use the Site, and to block or prevent your future access to, and use of, the Site.

18. Funds Availability

If Netmint has to conduct an investigation or resolve outstanding disputes involving funds issued by us, we may, for as long as necessary and without prior notice, forfeit the funds issued by us in the Ripple account(s) involved, as well as Restrict the functionality of Rippex accounts under investigation.

19. Questions and Contact Info

Questions or comments about the Site or these Terms may be directed to Netmint by emailing info@rippex.net (<mailto:info@rippex.net>).

20. Final Provisions

In the event of User's failure to comply with any provision of these Terms, Netmint may declare it resolved in relation to that User, regardless of any notice, notification or any other formality, immediately interrupting User's access to the User, without prejudice to any other rights granted to Netmint by law or by these Terms.

21. Official Sources of Information

Netmint encourages all its customers to keep up to date with the current laws and regulations issued by Brazilian Authotrities including but not limited to the Brazilian Central Bank: <https://www.bcb.gov.br/en/> (<http://www.bcb.gov.br>). For the acts and trades using virtual currencies and other digital tools it is fundamentally important that the users are aware of their local legal obligations, including but not limited to tax and administrative obligations, exempting Netmint from any acts from their local authorities regarding these acts and trades.

22. False Communication

Netmint never sends any kind of communication to its customers with investment advice, so every communication allegedly sent by us with this type of content should be considered spam and maybe scam attempts. The access by one or more users to the link sent by email or other form of communication and any possible discomfort, loss or damage caused by a malicious content in these messages can not be attributed to Netmint or any of its representatives and employees.

WEBSITE	LEGAL	RIPPLE RESOURCES	RIPPEX ADDRESS - BRL
ABOUT (/SOBRE.PHP)	PRICING (/PRECOS-PAZOS.PHP)	RIPPLE.COM (HTTP://WWW.RIPPLE.COM)	rfNZPxoZ5Uaamdp339U9dCLWz2T73nZJZH
SECURITY (/SEGURANCA.PHP)	TERMOS DE USO (/TERMOS.PHP)	RIPPLE WALLET (/CARTEIRA-	
SUPPORT	PRIVACY POLICY (/PRIVACIDADE.PHP)	RIPPLE.PHP)	
(HTTPS://RIPPEX.ZENDESK.COM/HC/PT-BR)		FORUM (HTTPS://FORUM.RIPPLE.COM/)	RIPPEX ADDRESS - BTC
BLOG			rKxKhXZCeSDsbkYB8DVgxpjy5AHubFkMFe
(HTTP://BLOG.RIPPEX.NET/)			
NEW ACCOUNT			LANGUAGE
(/#/CONTA/criar/verificada/passos)			ENGLISH
			PORTUGUESE

<https://plus.google.com/106280754141136527709>