

Peatio Enterprise Terms of Service

Definitions

- These Terms of Service ("Terms") refer to the legal obligations and boundaries set by the contents of this document and any amendments mutually agreed upon.
- The "Company" (also "we", "us", and "our") collectively refers to **Helios Technologies SAS** and its members.
- The "Project" refers to the **Peatio Enterprise**, including the work done on Peatio open source by the Company, community contributions, related core infrastructure, supporting programs, and any code or computer instructions (compiled or uncompiled) made or offered by the Company.
- The "Software" refers to **official, compiled binaries** and the associated or bundled files of the Project that have originated with or are distributed by the Company.
- The "License" is a subscription for a license to use the Software offered by the Company.
- The "Subscription" reference is the subscription to and benefits provided by the **Subscription Plan** offered by the Company.
- The "Product" refers to either the Sponsorship, the License, or both, or any other relevant feature, service, or offering provided by the Company, depending on the context.
- The "Customer" (also "you", "your", and "visitor") is you, the purchaser/subscriber, or prospective purchaser, to a Product and/or organization that you are acting on behalf of (such as an employer, employees, and business or project partners with whom you are associated that will be involved with your use of the Product).
- "Support" is defined as help from the Company which can be sold, offered and/or given privately to the Customer or for the Customer's exclusive benefit.
- The "Site" or "Sites" refers to the Project's website(s) and/or domain name(s), including peatio.tech, heliostech.fr, and its subdomains, and any other Web property operated by the Company such as source code project pages, as well as the content on these Sites.
- "User" refers to any person, organization, or other entity using the Project or operating software (directly or indirectly) to access the Site.

By accessing the Site, contacting the Company, or subscribing to a **Software License**, **Subscription Plan**, or any other Product of **Helios Technologies SAS**, the Customer is agreeing to the following terms and conditions ("Terms of Service"). The Company reserves the right to update and change the Terms of Service at its discretion and without notice. The Company will post updated Terms to the Site.

These Terms govern your access to the Sites and use of the Sites and Software from the Company. In the event that you access the Site, your access to the Site and the Software are subject to these Terms.

By accessing the Site or using the Software, you represent and warrant that you are 13 years of age or older. If you are under the age of 13, you may not under any circumstances access our Sites or use our Software. If you are under the age of 18, you may use the Site and Software only under supervision and approval of a parent or legal guardian who agrees to be bound by these Terms.

1. Relationship and Rights

The Company is not a contracted worker for the Customer, and the Product is not a work-for-hire. This agreement is nonexclusive of other agreements, that is, it does not preclude the Company or the Customer from entering into other agreements such as software licenses. Company exclusively retains all intellectual property rights and ownership of the Project. The Customer retains all rights and ownership of their property; this agreement does not facilitate an exchange of rights or ownership.

The Sites and their contents (text, images, videos, and software) are protected by French, U.S. and international copyright laws. Any content that is not the express property of the Company is used by permission of the copyright holder.

Any and all electronic and programmed computer instructions used to provide a service to the Customer for good and valuable consideration are the property of the Company and protected by French, U.S. and international copyright laws. Any reproduction, modification, distribution, transmission, republication, display, replay, or performance of the content of the Site, unless otherwise granted, is strictly prohibited.

Hyperlinks to other websites that exist on the Site may or may not be affiliated with, under the control of, or otherwise influenced by the Company. The Company does not endorse or make any representations or warranties about third party sites or any information, software, or other products or services found there. You agree that the Company will not be liable to you in any way for your use of such services.

You are hereby granted a limited, nonexclusive right to create hyperlinks to the Site provided that such link does not portray the Company or any of its projects or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time, for any reason, whatsoever. You may not use, frame, or utilize framing techniques to enclose any Company trademark, logo, or trade name or proprietary information without express written consent from the Company.

These Terms provide that all disputes between you and the Company will be resolved by binding arbitration. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. Your rights will be determined by a neutral arbitrator and not a judge or jury and your claims cannot be brought as a class action.

2. Products and Services

2.1 Software Licenses

Upon purchasing, downloading the Software from the Sites, or having it installed in hosted or rented hosting service, the Company and the Customer enter into a legally binding contract set forth in the End User License Agreement distributed with the Software or as declared on the invoice/receipt of purchase. The EULA and these Terms of Service are non-exclusive; that is, one does not preclude the other. Customer is bound to both during the lifetime of the license. While the subscription to a license is active, the Company agrees to: make deliverable to the Customer the Software in a digital form, and grant usage rights according to the text of the License. The Customer agrees to pay the Company the price of the License as indicated on the Site, contract or agreed upon invoice in full and on the regular interval as long as the subscription to the License is active, according to the

section on payments in these Terms. Customer acknowledges that the License is an annual subscription and not a one time bill.

2.1.1 Variants of Commercial License

The Commercial License may vary by certain details, for example, the number of instances allowed or the duration of the license. All such licenses are still collectively considered Commercial Licenses.

2.1.2 Custom Licenses

Custom licenses are required if the Customer will or might use the Software in a way not permitted or beyond the limits allowed by the stock licenses. Customer agrees to state all their requirements so the Company can offer an appropriate license. Like stock licenses, custom licenses do not take effect until payment is made in full.

2.2 Support

The Company may offer various levels of support to Customers depending on the Product. The Company may not provide hands-on, on-premise, all-hours, or dedicated Support except as explicitly declared in a custom agreement signed by both the Company and the Customer and then only according to the terms of that agreement. The Company is not able to offer investigative or debugging assistance except with the Software and Project; likewise, the Company is not obligated to troubleshoot the Customer's network or infrastructure or systems that are external to the Software. (The Company is not a consultant.) While the Company will make every reasonable effort to help answer the Customer's questions, the Customer is aware that solutions might not always be immediately deliverable or technically possible. The Company may only provide Support according to the Company's availability of personnel and resources. The Customer is solely responsible for the operation of the Software and will not hold the Company liable for any problems or costs that arise out of its use, according to the rest of these Terms and the EULA. Support of any kind is not offered with the Personal License.

2.2.1 Basic Support

Company agrees to provide basic email Support to Customers of the Commercial License and other applicable Products and services offered by the Company. Basic support is defined to cover: the Customer's billing, account, and subscription; using the Sites to accomplish tasks intended to be made possible by them; and obtaining or downloading the Software from the Sites via manual or automated methods. Company will strive to respond to initial requests within a reasonable business-hours timeframe.

2.2.2 Extended Support

Extended support is defined to comprise: all that is covered by basic Support; plus help and guidance with using or configuring the Software; and answering questions about how to use the Project in the Customer's business. Company agrees to respond to initial requests within 2 business days and expedite correspondences over basic or community support requests, but not so much as to impede all development of the Project or Software by the Company.

2.3 Subscription Plan

Upon purchasing a Subscription, Customer becomes a subscriber (herein "Sponsor") of the Project. Company agrees to give the Subscriber access to an exclusive community of Project developers accessible and managed via Customer's day to day contact at the Company. The Subscriber agrees to pay the Company the price of the Subscription as indicated on the Site in full and on the regular interval as long as the Subscription is active according to the section on payments in these Terms. Customer acknowledges that the Subscription is annual and needs to be renewed to continue Subscription privileges and access.

2.3.1 Brand Placement

Company agrees to: feature the Customer's logo and link to the Customer's website on the Site; announce Customer as a new sponsor; occasionally mention or promote Sponsor's brand. The Company may use the Sponsor's name and/or logo at any time or place where they deem a sponsorship mention appropriate. The consistency and execution of these services is up to the discretion of the Company, but the Sponsor may send special requests regarding brand placement to hello@peatio.tech.

2.3.2 Opt-out of Publicity

If the Sponsor does not want any publicity associated with the Sponsorship or desires reduced publicity, the Sponsor may opt-out and continue to help the Project as a private Sponsor. Send opt-out requests to hello@peatio.tech.

2.4 Private Plugin Hosting

Upon purchase of private plugin hosting, Company agrees to provide Customer the facilities to deploy Customer's plugins to the Site in a way that does not expose the Customer's plugins publicly if the Customer opts to keep the plugin private.

2.4.1 Proprietary Source Code

With private plugin hosting, Customer may register and deploy plugins on the Site which are hosted in private repositories (i.e. are closed source). Company reserves the right, and Customer grants Company the right and indemnifies the Company, to access proprietary source code and maintain a local cache of the source code of any and all plugins registered with the Site, and all their dependencies, which shall be stored privately, in order to fulfill the delivery clauses of terms and agreements or other contracts to which the Company is bound.

2.4.2 On-Premise Solutions

The requirement for the Company to access proprietary source code in order to deliver custom builds of the Software with the Customer's plugins built in may be bypassed by on-premise installations of the Company's build software. The Customer agrees to contact the Company for more information before using the Product if this is a requirement.

2.5 Termination

Either the Customer or the Company may terminate a subscription to a Product at any time. Upon termination, all services, privileges, rights, products, and amenities provided to the Customer may be immediately revoked or cancelled by the Company, and any software, materials, or information that is property of the Company must be surrendered on demand. Termination of a License requires Customer to immediately cease use of all instances of the Software governed by the License.

3. Custom Terms

Upon purchasing a Product or mutually entering into any other agreement (such as the EULA or Software Development Agreement), Customer and Company also enter into the Terms set forth in this document, which are legally binding. The Terms may be amended with addendum documents ("Amended Terms") mutually agreed upon in writing between Customer and the Company. If the Customer has special requirements, the Company may offer Amended Terms at its discretion. Amended Terms may be negotiated before the Customer agrees to these Terms, in which case the Amended Terms will prevail and govern. Amended Terms do not replace or supplant existing agreements such as these Terms or the EULA unless they are explicitly stated to do so.

4. Warranties

4.1 Limitation of Liability

You use the Site, Software, and Project, and any other property of the Company at your own risk. The Company is not responsible for the Customer's use of the Project or its software nor for any criminal or illicit behavior of other parties. Services provided by the Company do not guarantee protection from any problems that might arise in using Products or Software from the Company. The Company is not responsible for any financial or other loss experienced by the Customer as a result of using or accessing the Project or any service or product provided by the Company.

EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, SOFTWARE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal and accounting fees), arising out of your violation of these Terms.

4.2 Warranty of Services and Software

Company warrants that all services will be performed in a professional manner using qualified, professional personnel.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHEN OTHERWISE STATED IN WRITING THE MATERIALS PRODUCED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS," THAT IS, WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT RESTS SOLELY WITH THE CUSTOMER. SHOULD THE PROJECT OR SOFTWARE PROVE DEFECTIVE, CUSTOMER SOLELY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, INCLUDING WITHOUT LIMITATION ANY DEBUGGING.

EXCEPT AS OTHERWISE STATED ABOVE, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATED TO INFORMATION OR BUSINESS ADVICE PROVIDED, WARRANTIES RELATED TO OUTCOMES BASED ON INFORMATION OR ADVICE PROVIDED, WARRANTIES OF MERCHANTABILITY OR MERCANTILE QUALITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OR CONDITIONS ARISING BY STATUTE OR OTHERWISE IN LAW, OR WARRANTIES OF ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY VENDORS.

THE PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL EXCEED THE FEES PAID OR TO BE PAID BY CLIENT PURSUANT TO AN APPLICABLE PRODUCT OR TRANSACTION UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE OF ANY SOFTWARE OR HARDWARE, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED OF THIS POSSIBILITY.

5. Fees, Invoices, Payment, and Billing

5.1 Acceptable Payment Methods

The Company accepts ACH transfer as a valid payment for annual or one time transactions. BitCoin payment is also acceptable for annual or one time transactions upon request. Other forms of payment may be approved upon request and at the Company's discretion.

5.2 Payment Processors

The Company uses third-party payment processors for billing and management of financial transactions. The processing of payments may be subject to the terms, conditions and privacy policies of the payment processors in addition to these Terms. The Company is not responsible for errors by the payment processors. Customer agrees to pay all charges and fees associated with financial transactions as well as the price of the Product through the payment method.

5.3 Authorization and Recurring Billing

By purchasing a Product, Customer authorizes the Company to charge the Customer's payment method for the price of the Product. Some Products or services are billed as a subscription, and as

such, the billing is recurring. Establishment of these Products and services are contingent upon receipt of payment information and initial successful payment through a payment processor that supports recurring billing. Subsequent payments will be automatically charged to the Customer's debit or credit card at a given interval selected by the Customer. Recurring billing may be stopped only by terminating the subscription.

5.4 Price Estimates

Company offers all Products on the Sites "as-is", and the Customer must request an official estimate from the Company for: any Product that is available only by receiving a quote or which requires customization to meet the Customer's requirements. Company reserves the right to ask clarifying questions and request more information before providing an estimate. Customer acknowledges that the price of a custom product offering may differ from any pricing stated on the Site due to factors related to legal, processing, and other costs to the Company; and Company reserves the right to include those costs as part of a quote. Customer agrees to keep all price quotes and pricing information confidential and to not share or distribute them. Price quotes expire after 30 days of origin unless otherwise noted on the quote. Customer shall not leverage the information in negotiations, transactions, or conversations with other entities, regardless of their relationship with the Company.

5.5 Invoicing

Invoices are available upon request for one-time charges and annual subscriptions, and may be subject to extra processing and/or legal fees. Payment is due no later than ten (10) business days, including local and international holidays, past the invoice date. Customer agrees to pay amount due on invoice such that the payment is received and completed by the due date.

5.6 Arrearages

Payments not made within ten (10) business days of invoicing or within three (3) business days of automatic billing will be deemed in arrears. For Customers in arrears, monetary breach may be declared by the Company, any relevant termination clauses of the Terms take effect, and refunds are not warranted. Further, the Company may suspend service to the Customer and pursue legal action to collect the full amount due, including any attorneys' fees and costs.

5.7 Chargebacks

You agree to contact the Company before disputing any charge against the method of payment ("chargeback"). You acknowledge and agree that if services, Products, or support have been performed by the Company, chargebacks are unlawful. Chargebacks are considered breach of contract. Chargebacks or revocations on any other form of payment provided to the Company will be investigated and disputed if, in the Company's reasonable opinion, the chargeback is not justified. Any chargeback will automatically invoke the following per-occurrence, non-refundable fees without exception: (i) a \$100 administration fee; (ii) a \$50 chargeback fee; (iii) a \$75 recovery fee. These fees, along with any disputed charges, will result in a negative balance on your account which must be paid before the account will not be considered in arrears. Customer agrees to pay these fees and knowingly assumes the costs when initiating a chargeback. The Customer knowingly waives the

right to a refund in the event of any chargeback. In the event of a chargeback, the Company may need to provide relevant information to a third party for the purposes of recovering the debt or for the pursuit of civil or criminal proceedings.

5.8 Applicable Law & Dispute Resolution.

This Agreement shall be governed by and construed in accordance with the laws of France and international copyright laws, without regard to conflict of laws rules ("Applicable Law"). The Parties hereby consent to submit to the exclusive jurisdiction of the courts of France. In the event the Parties encounter a disagreement regarding the provisions and/or effectivity of this Agreement, both Parties agree to organize an open discussion in this regard. If the dispute has not been resolved within 30 days of the discussion, then the Parties shall be entitled to engage in legal proceedings.

6. General Prohibitions

You agree not to do any of the following: (i) use any Site or Software text, code, images, videos (herein "Content") in violation of any applicable law or regulation; (ii) attempt to decipher, decompile, disassemble, or reverse-engineer any of the databases or closed-source software related to the Site, Software, Content, or services offered by the Company; (iii) scrape, retrieve in an automated or semi-automated fashion, or store any public or private Content from the Site; (iv) use any Content from the Site, including information from its databases, to provide, host, or offer similar or identical services or websites; (v) use any Content including any personally identifiable information included within the Content, in violation of any rights of any third parties, including such rights arising under any applicable privacy policies or agreement; (vi) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software; (vii) share your Site account or any of the features, resources, or privileges granted by it; (viii) expose or share any account's credentials. The Company has the right to investigate and prosecute violations of any of the above. The Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that the Company has no obligation to monitor/log your access to or use of the Site, Software, or Content, but has the right to do so.

7. General Provisions

7.1 Severability

Each provision of these Terms shall be interpreted in such a manner as to be effective and valid under applicable law. The invalidity or unenforceability of any provision of these Terms shall in no way affect the validity or enforceability of any other provision hereof. Any invalid or unenforceable provision shall be deemed severed from these Terms and the balance of these Terms shall be construed and enforced as if the Terms did not contain the particular provisions(s) held to be invalid or unenforceable.

7.2 Freedom to Decline

The Company reserves the right to decline doing business, favors, or services, entering into agreements, or associating in any way, with any individual, organization, or other entity for any reason, and is not required to disclose the reason.

7.3 Waiver

The waiver of a breach of these Terms or the failure of a party to exercise any right under the Terms shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Terms.

7.4 Force Majeure

Neither party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement, where and to the extent that such a failure or delay results from causes outside the control of such party. Such causes shall include, without limitation, delays caused by the other party, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like.

7.5 Headings and Summary Texts

Section headings and any contextual summary texts shown alongside these Terms are for the convenience of the parties and should not be construed as part of these Terms.

7.6 Governing Law

The Terms shall be deemed executed in Paris, France and shall be governed by the laws of France according to international copyright laws. For purposes of enforcement of arbitration awards, equitable relief, or if for any other reason litigation is permissible under this agreement, each party hereby irrevocably agrees to the personal jurisdiction and venue of any court located in Paris, France.