



JIBREL NETWORK TERMS OF USE

LAST UPDATED: NOVEMBER 26, 2018

Terms of Use

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PLEASE READ THE JIBREL TERMS OF USE. BY ACCESSING THE JWALLET WEBSITE, JIBREL WEBSITE OR AFFILIATE WEBSITES, PRODUCTS OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OUTLINED IN THIS DOCUMENT, DO NOT USE THE JWALLET APPLICATION, JWALLET WEBSITE, JIBREL WEBSITE, OR AFFILIATE WEBSITES, PRODUCTS OR SERVICES.

These Terms of Use ("Terms") apply to your access to, and use of, the websites of Jibrel AG ("Company") and its subsidiaries and affiliated companies, products or services ("Jibrel", "Jwallet", "Jibrel Network", "Jibrel AG", "ours", "we" or "us"), including Jwallet.network (collectively, the "Site"). These Terms do not alter the terms or conditions of any other agreement you may have with Jibrel for products, services or otherwise.

Jibrel may change or alter this Terms from time to time. We will notify of any changes made by revising the Last Updated date at the top of this policy document, as well as on the cover page. Jibrel will notify you via email for any changes that legally require direct communication.

SECTION 1. DEFINITION AND ELIGIBILITY

Definition

Jwallet refers to the blockchain wallet developed by Jibrel Network based on Ethereum, as well as other blockchain systems which Jibrel AG may support in the future, including supporting tools which are developed for the convenience of Users when transacting using blockchain based systems, applications or networks.

Eligibility

By accessing or using the Jwallet, Jibrel website, or , 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) a Politically Exposed Persons; (b) Appear on any international sanction list or denied persons list, or (c) banned from transacting virtual currencies. 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.

Lawful Usage

By agreeing to the terms outlined in this document you agree to; (a) comply with all applicable laws and regulations of the country or area you reside in, (b) not use the Jwallet for any unlawful purposes or by any unlawful means, (c) not use the Jwallet to commit any illegal or unlawful activities, (d) fully accept responsibility for any violation of relevant and applicable laws and regulations.

SECTION 2. USER REGISTRATION & ACCOUNT CREATION

User Registration

To access the full suite of Jwallet features, you are required to have a Jibrel account and provide information about yourself. You warrant that: (a) all required registration information you submit is truthful, up-to-date and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section.

Account Responsibilities

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You approve to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

SECTION 3. ACCESS TO THE SITE, PRODUCTS OR SERVICES

Subject to these Terms. Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal, non-commercial use.

Certain Restrictions

The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights, except for the limited access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

SECTION 4. USER CONTENT

User Content

"User Content" means any and all information and content that a user submits to the Site. You are exclusively responsible for your User Content. You bear all risks associated with use of your User Content. You hereby certify that your User Content does not violate our Acceptable Use Policy. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability. Company is not obliged to backup any User Content that you post; also, your User Content may be deleted at any time without prior notice to you. You are solely responsible for making your own backup copies of your User Content if you desire.

You hereby grant to Company an irreversible, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.

Acceptable Use Policy

The following terms constitute our "Acceptable Use Policy": You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

If you provide Company with any feedback or suggestions regarding the Site, you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it believes appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary.

You agree to indemnify and hold Company and its officers, employees, and agents harmless, including costs and attorneys' fees, from any claim or demand made by any third-party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

SECTION 5. THIRD PARTY LINKS & ADVERTISEMENTS

The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Advertisements are not under the control of Company, and Company is not responsible for any Third-Party Links & Advertisements. Company provides access to these Third-Party Links & Advertisements only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Advertisements. You use all Third-Party Links & Advertisements at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Advertisements, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

SECTION 6. OTHER USERS

Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site.

SECTION 7. DISCLAIMERS & LIMITATION ON LIABILITY

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

Jibrel only undertakes obligations expressly set forth in this Agreement. In addition, Jibrel shall not be held liable for malfunction of the Jwallet which results from the following reasons, (a) system maintenance, (b) malfunction of your mobile device hardware and software, and failure of telecommunication lines and power supply lines; (c) any other reasons not imputed to Jibrel.

Furthermore, Jibrel shall not be held liable under the following circumstances: (a) Users lose their mobile devices, delete the Jwallet without backup, forget Wallet Passwords, Private Keys and Mnemonic Phrase without backup, which result in the loss of their Tokens; (b) Users disclose their Wallet Passwords, Private Keys or Mnemonic Phrase, or lend or transfer their Jwallet to others, or use the Jwallet by other insecure means, which result in the loss of their Tokens; (c) Users mishandle the Jwallet (including but not limited to wrong address, failure of the node servers selected by you), which result in the loss of Tokens; (d) Users are unfamiliar with the knowledge of blockchain and their mishandling of the Jwallet results in loss of their Tokens; (e) the Jwallet is unable to copy accurate transaction records due to system delay or blockchain instability etc.

You acknowledge and agree that you assume full responsibility for your use of the site and service. You acknowledge and agree that any information you send or receive during your use of the site and service may not be secure and may be intercepted or later acquired by unauthorized parties. You acknowledge and agree that your use of the site and service is at your own risk.

Recognizing such, you understand and agree that, to the fullest extent permitted by applicable law, Jibrel will not be liable to you for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data or other tangible or intangible losses or any other damages based on contract, tort, strict liability or any other theory (even if Jibrel had been advised of the possibility of such damages), resulting from the site or service; the use or the inability to use the site or service; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the site or service; any actions we take or fail to take as a result of communications you send to us; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software (including, but not limited to, those that do not permit participation in the service); any injury or damage to computer equipment; inability to fully access the site or service or any other website; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter relating to the site or service.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. accordingly, some of the above limitations may not apply to you.

SECTION 8. CHANGE, SUSPENSION, TERMINATION OF SERVICES

You acknowledge and accept that Jibrel may, at its sole discretion, provide only a part of services for the time being, suspend certain services or provide new services in the future. When we change our services, your continuous use of the Jwallet is deemed as your acceptance of this Agreement and revisions of this Agreement.

You understand that Jibrel may suspend services under the following circumstances; (a) due to the maintenance, upgrading, failure of equipment and blockchain system and the interruption of communications etc., which lead to the suspension of the operation of the Jwallet; (b) due to other events which Jibrel cannot control or reasonably predicate.

Jibrel reserves the right to unilaterally suspend or terminate all or part of the function of the Jwallet under the following circumstances; (a) if you use Jibrel Wallet to commit illegal or criminal activities; (b) if you hinder the normal use of the Jwallet by other Users; (c) if you pretend to be staff or management personnel of Jibrel; (d) if you threaten the normal operation of Jibrel computer system by attack, invasion, alternation or any other means; (e) if you use the Jwallet to send spam; (f) if you conduct any illegal activities, under which Jibrel reasonably considers necessary to suspend services.

You are entitled to export your wallets within a reasonable amount of time if Jibrel changes, suspends or terminates its services.

SECTION 9. RISKS

You understand and acknowledge that the blockchain technology is a field of innovation where the laws and regulations are not fully established. You may be faced with material risks including instability of technology or failure of Tokens redemption. You also understand that Tokens have much higher volatility compared to other financial assets. You shall make investment decisions and hold or dispose of the Tokens in a reasonable way and corresponding to your financial status and risk preferences.

You also acknowledge that the market information is captured from exchanges by Jibrel and may not represent the latest or the best quotation of each Token. If you or your counterparty fails to comply with this Agreement or fails to follow the instructions, tips or rules on the website or on the page of the transaction or payment, the Jwallet does not guarantee successful transfer of the Tokens and the Jwallet shall not be held liable for any of the consequences of such failure. If you or your counterparty has already received the payment in the Jwallet wallet or third-party wallet, you understand that transactions on blockchain are irreversible and irrevocable. You and your counterparty shall assume the liabilities and consequences of your transactions. It is your sole responsibility to make sure that your counterparty is a person with full capacity for civil acts and decide whether you shall transact with him/her.

You understand that after you create or import wallet on the Jwallet, your Private Key and Mnemonic Phrase are only stored on your mobile device and will not be stored in the Jwallet or on the servers of Jibrel. If your Wallet Password, Private Key or Mnemonic Phrase is disclosed, hacked or attacked, you may lose your Tokens and Jibrel is unable to restore them. You shall bear the foregoing losses on your own.

SECTION 10. INTELLECTUAL PROPERTY

The Jwallet is an application developed and owned by Jibrel. The intellectual property rights of any contents displayed in the Jwallet (including this Agreement, announcements, articles, videos, audios, images, archives, information, materials, trademarks or logos) are owned by Jibrel. Users can only use the Jwallet and its contents for the purpose of holding and managing their Tokens.

SECTION 11. GOVERNING LAW & DISPUTE RESOLUTION

The validity, interpretation, alternation, enforcement, dispute resolution of this Agreement and its revised versions shall be governed and construed in accordance with Swiss laws and regulation. Where there is no applicable law, this Agreement shall be interpreted by applicable commercial and/or industrial practices. If any dispute or claim in connection with this Agreement arises between you and Jibrel, the parties shall first attempt to resolve the dispute or claim through amicable negotiations in good faith. If the parties cannot reach an agreement, either party may sue the other party at the competent court where Jibrel is located.

SECTION 12. COPYRIGHT

Content and other materials on the Jwallet website, including, but not limited to, the Jwallet logo and all designs, text, graphics, logos, icons, images, photographs, audio clips, digital downloads, data compilations, software and the selection and arrangement thereof (collectively, the "Materials") are our property or are licensed to us and are protected by United States and/or international copyright laws. Except as otherwise provided in these terms, you are not permitted to copy, modify, display, license, create derivative works of, or otherwise exploit our Materials without written permission of the copyright holder.

If you have any feedback, questions, or complaints, contact us via our Customer Support webpage. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Jwallet Account, and the transaction on which you have feedback, questions, or complaints.

SECTION 13. CONTACT US

If you have any questions or concerns regarding these terms, you may contact us through Jibrel Support at **support@jibrel.network** or via mail:

Jibrel AG
Attention: Legal & Compliance Dept.
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Canton of Zug, Switzerland