Miramind

Software User Agreement and Terms of Tokens Use

2018-19-06

This Software User Agreement and Terms of Tokens Use (the «Agreement») defines terms of use of MIRA smart contract and tokens on the decentralized distributed Ethereum blockchain (hereinafter the «Network»).

1. General Conditions

This software was initially developed and deployed by **Miramind** (the «Company»).

MIRA smart contract (hereinafter «smart contract» or «software») is software deployed and working on the decentralized distributed Ethereum blockchain (hereinafter «Network»).

MIRA tokens (hereinafter «tokens») are part of the software and ensure its interaction with the Network.

By using the smart contract, including its tokens, you expressly acknowledge and represent that you (hereinafter «User» or «you») carefully have reviewed and accepted this agreement between you as a User and the Company and you agree to be bound by the terms and conditions set out below.

By using the software and tokens you covenant, represent and warrant that:

You are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

You are aware of all the merits, risks and any restrictions associated with software and tokens, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

You have necessary and relevant experience and knowledge to deal with software and tokens, as well as you have full understanding of their framework;

You shall not use the software if you are prohibited under the applicable law from using it.

This agreement is deemed to be concluded in the subject between you and the Company on the date and time you start using the software.

These are legal terms and conditions of using the software. No other materials, including web-site texts, white paper, and other marketing material should be considered as establishing and defining legal relationship between the user and the company, nor the legal status of software including its tokens and network.

THE SOFTWARE, INCLUDING TOKENS IS PROVIDED «AS IS», WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORSCOMPANY OR COPYRIGHT HOLDERSANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (HEREINAFTER «COMPANY PARTIES») BE LIABLE FOR ANY CLAIMCLAIMS, DAMAGES OR OTHER LIABILITYLIABILITIES, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR TOKENS. IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SOFTWARE OR THE NETWORK.

2. Nature and Use of Smart Contract and Tokens

The tokens are to be used in the MIRAMIND ecosystem and its software API for connecting customers and businesses via business offers (hereinafter «API»).

Tokens provide software interaction with the Network by exchanging on Network tokens (also known as «Ether» or «ETH») and with the API by exchanging on offers.

The Company does not operate or maintain the Network or API, and as such, it has no responsibility or liability for the Network and the API or any ability to control third parties' use of the Network or API. The Company does not guaranty or ensure either exchange of tokens on the Network or use with the API.

Tokens are not intended to be a currency, digital currency, security, commodity or any other kind of financial instrument. Using software, including tokens, is not intended to produce any financial income. Tokens should not be exchanged or sold for money or for any kind of financial instruments or tangible goods.

Users are responsible for protecting access to their information to the Network, including without limitation, User names, passwords, account information and details, other identifying information, etc. The Company and the Company Parties shall not be responsible for any positive or negative outcome resulting from use of the software or the Network.

Users are responsible for any and all calculation, reporting, collection and remittance of taxes and for other compliance with law in connection with the use of the software or the Network.

3. Prohibited Uses

By use of the Network, User warrants and agrees that the software and the Network shall only be used for legal purposes in compliance with law and not for any abusive or illegal purposes such as bullying, cyberstalking, interference with or appropriation of information transmitted on the Network; engaging in or financing terrorism; fraud or other unfair or deceptive practices; money laundering; intellectual property infringement; trade in prohibited materials or services; criminal activity; Ponzi schemes or other similar, different or related activities. Use of the software or the Network by User for any such activities shall result in the automatic and immediate termination of all rights granted User under this Agreement and authorize the Company, in its sole discretion, to immediately suspend User's account and block and/or freeze any transactions or funds connected with User and terminate User's rights to use the software and/or the Network.

4. Description of the Software

Code of the software is open sourced and will be published on github. Due to the nature of the Network, code of the working software cannot be changed after deployment.

The maximum number of tokens implemented in the software is 100,000,000,000. The software does not permit change to the number of implemented tokens after the smart contract is deployed on the Network.

5. Token Exchange

The Company provides exchange of tokens for business offers and for ETH using smart contract and other software developed by the Company. The Company does not guarantee the availability of such an exchange at any time, nor does it guarantee the exchange of offers of Ether for tokens. Exchanges are provided by the Company on an «as is» basis. The Company will not provide any refund of the exchanges under any circumstance.

6. KYC

The Company can require the User to perform a user identification (KYC) procedure if required by applicable law or by judicial, arbitration or other legal procedure.

7. Risks

The User understands and accepts that if the password and the private key are lost, the User will not be able to generate a new password or recover his private keys.

The User understands and accepts that the loss of the password and/or the private key will cause the permanent loss of the access to use of the software.

If the user transfers control of his account, including tokens to another person, including intermediaries or representatives, the user bears full responsibility for their actions.

8. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the IACC Arbitration Rules in the version in effect at the time of the filing of any claim.

The courts of the subject shall at all times maintain exclusive jurisdiction with respect to any arbitration for the resolution of such disputes. Unless the parties agree otherwise in writing:

a) all arbitration shall be held in the subject;
b) use of electronic communication or transmission technologies (i.e., teleconference, Skype, WhatsApp or other such technologies) shall not change the applicable arbitration jurisdiction, regardless of the location of participating parties in such communication;
c) the English version of this Agreement shall be the controlling language and the language to be used in the arbitral proceeding; and
d) The arbitral tribunal shall decide ex aequo et bono.

Any dispute arising out of or related to this agreement is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of a group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. By use of the software and/or the Network, User hereby consents to the exclusive jurisdiction of the courts of the subject in connection with the enforcement of any arbitration.

9. Force Majeure

The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated herein.

10. Severability

If any term, clause or provision of these Terms of Use is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these terms.

11. Restrictions

Software, including use of tokens is not being offered or distributed to U.S. persons (as defined below). If you are citizen, resident of, or a person located or domiciled in the United States of America including its states, territories or the District of Columbia or any entity including without limitation, any corporation or partnership created or organized in or under the laws of the United States of America any state or territory thereof or the District of Columbia (a «U.S. person») do not use software and tokens.

12. Other Provisions

This agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at info@miramind.io and immediately stop using this software. Do not use the Miramind Ecosystem software until you have agreed with and have acknowledged this agreement and terms of use. This Agreement may not be assigned by the User to any other person or entity. The Company reserves the right to assign this Agreement without restriction.

13. Modification of Terms

The Company reserves the right to add, remove or change any provision of the terms of use of the software and the Network in is sole discretion. Users of the Network will receive notice of such changes (by posting on the website or electronic communication) and any use of the software or the Network following receipt of such change indicates acceptance of such change and any and all subsequent transactions following such change will be subject to the changed terms of use.

14. Electronic Communication

User acknowledges that communications from the Company may be in electronic form such as e-mail or other electronic media and may be posted on the website; agrees to accept such communication as being «in writing» and in satisfaction of the Company's obligation to give notice hereunder; and consents to receiving notices under this Agreement in such form.

15. Indemnification

User agrees to indemnify and hold the Company Parties harmless from and against any and all claims, loss and expenses, including attorney's fees, arising out of or related to User's use of the software or the Network, including any violation of this Agreement.