

## ZINC WORK PLATFORM TERMS AND CONDITIONS

1.	ABOUT US	1
2.	INTRODUCTION AND ACCEPTANCE	1
3.	IMPORTANT TERMS	2
4.	DEFINITIONS AND INTERPRETATION	2
5.	REGISTRATION	5
6.	REFERENCES	5
7.	PLATFORM	5
8.	ZINC TOKENs	6
9.	ADDITIONAL SERVICES	6
10.	REFUNDS	6
11.	USER OBLIGATIONS	7
12.	INTELLECTUAL PROPERTY RIGHTS	8
13.	THIRD-PARTY CONTENT AND LINKS TO AND FROM THIRD-PARTY WEB SITES	8
14.	DISCLAIMERS AND WARRANTIES	9
15.	LIMITATION OF LIABILITY	10
16.	ACKNOWLEDGMENT OF CONSUMER PROTECTION LAWS	11
17.	SECURITY	11
18.	PERSONAL DATA	12
19.	VARIATIONS	12
20.	DELAY IN ENFORCING RIGHTS	12
21.	WHAT HAPPENS IF A COURT FINDS THESE TERMS TO BE ILLEGAL	12
22.	TRANSFERRING THESE TERMS	12
23.	NO OTHER PARTY HAS RIGHTS UNDER THESE TERMS	12
24.	CONFIDENTIALITY	13
25.	NOTICES	13
26.	UNFORESEEABLE EVENTS	13
27.	NO PARTNERSHIP OR AGENCY	13
28.	DISPUTES AND COMPLAINTS	13

### 1. ABOUT US

- 1.1 Zinc Work Limited is a private company limited by shares incorporated and registered in England and Wales. Its company number is 10961635, registered office is Highbridge House, 93-96 Oxford Road, Uxbridge, England, UB8 1LU ("Zinc").
- 1.2 Zinc can be contacted by writing to Zinc Limited, Highbridge House, 93-96 Oxford Road, Uxbridge, England, UB8 1LU or by emailing [hello@zinc.work](mailto:hello@zinc.work).

## 2. INTRODUCTION AND ACCEPTANCE

- 2.1 In these terms (the “**Terms**”), capitalised words have the meanings set out in clause 4.
- 2.2 Users accept and agree to these Terms when they submit information on the Platform and indicate their acceptance and agreement using the relevant mechanism that Zinc makes available for that purpose. When Users use the relevant mechanism, a legally binding agreement between the User and Zinc on these Terms is created which governs Users use of any part of the Platform.
- 2.3 By accepting and agreeing to these Terms, Users represent and warrant that:
- (a) any registration information and Contact Details that it submits to Zinc are true, accurate and complete and will be maintained at all times;
  - (b) if you are an individual, you are at least 18 years old; and
  - (c) if you are acting in the capacity of a business, you have authority to enter into and accept these Terms on behalf of that business.
- 2.4 Users should not access or try to use the Platform if they do not agree to any of the Terms. Users may only use the Platform in accordance with the Terms.

## 3. IMPORTANT TERMS

- 3.1 ***While all of these Terms are important, the User should pay particular attention to:***
- (a) ***when Zinc may revoke a User’s right to access the Platform as set out in clause 5.1;***
  - (b) ***when Zinc may terminate a User’s access to the Platform and/or delete a User’s Profile as set out in clause 11.3 and the consequences of such termination as set out in clause 11.4;***
  - (c) ***the requirements for Profiles to be accurate in clause 8.3, Zinc’s disclaimer in respect of References at clause 11.1, and the requirement for fair and balanced reference at clause 3.2;***
  - (d) ***when the User is and is not entitled to a refund as set out in clause 10;***
  - (e) ***what the User must do as set out in clause 11;***
  - (f) ***the disclaimers and warranties (contractual promises) as set out in clause 14; and***
  - (g) ***Zinc’s liability to the User as set out in clause 15.***

## 4. DEFINITIONS AND INTERPRETATION

- 4.1 The following definitions and rules of interpretation apply in these Terms:
- (a) “**Account Settings**” means the section of the Platform in which Users can control the their Profile and other settings in relation to their account on the Platform;

- (b) **“Blockchain”** means is a continuously growing list of groups of records, called blocks, which are decentralised, linked sequentially and authenticated using public-key cryptography;
- (c) **“Character Review”** means the subjective part of a Reference that details the personal traits of a Worker;
- (d) **“Confidential Information”** means any information (whether written, electronic or oral) which has been designated as confidential in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets (including trade secrets as defined by the EU Trade Secrets Directive EU 2016/943), Intellectual Property Rights or know-how. Confidential Information shall not include information which:
  - (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 24);
  - (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
  - (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
  - (iv) is independently developed without access to the Confidential Information;
- (e) **“Contact Details”** means first name and email address;
- (f) **“Cryptoasset”** means a digital asset, currency, token or coin system in which cryptography and/or the application of distributed computing power are used to regulate the generation of units and to verify Transfers, operating independently of a central bank;
- (g) **“Cryptoasset Unit”** means a unit of account in relation to a Cryptoasset, for example Ether, Bitcoin and Zinc Tokens are examples of Cryptoasset Units;
- (h) **“User Wallet”** means the User’s Wallet to which Zinc will Transfer Zinc Tokens to in accordance with clause 8.1;
- (i)
- (j) **“Ethereum”** is the ethereum scripting platform which runs smart contracts based on a Blockchain;
- (k) **“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software including both source and object code, database right, topography rights, moral rights, know-how, trade secrets (including trade secrets as defined by the EU Trade Secrets Directive EU 2016/943) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

- (l) “**IPFS**” means an Interplanetary File System (decentralised platform) that stores References;
- (m) “**Login Details**” means the username and password that can be used by a User instead of their Private Key to access their Profile;
- (n) “**Malicious Software**” means any software program or virus (including malware, disabling devices, trojan horses, time bombs, back door devices or other code) that is harmful, destructive or disabling or which has the effect of destroying, interfering with or corrupting, or enabling unauthorised access to, or causing or assisting other undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the same is introduced wilfully, negligently or without knowledge of its existence;
- (o) “**Personnel**” means the affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives of Zinc;
- (p) “**Private Key**” means the secret code or text that is personal to the User and is used with an algorithm to encrypt and decrypt code allowing the User to access:
  - (i) their Wallet;
  - (ii) Cryptoassets stored in their Wallet; and
  - (iii) their Profile (as an alternative to Login Details);
- (q) “**Platform**” means the Zinc platform found at <https://zinc.work/> which allows for the control and management of Work Information;
- (r) “**Profile**” means a User’s profile that:
  - (i) in respect of Workers, contains the Worker’s Work Information and links to References;
  - (ii) in respect of Referees and Reference Seekers, contains details of the organisation or individual; and
  - (iii) in respect of all Users, stores Zinc Tokens for use on the Platform;
- (s) “**Profile Page**” means the section of the Platform which sets out the features and attributes of the available account types (and the fees in relation to them) including aspects such as the number of References (and features of those References) available to a User in a given month without acquiring Additional Services;
- (t) “**Recruiter**” means a User that is an organisation or individual who facilitates the recruitment of Workers by Reference Seekers;
- (u) “**Referee**” means a User than is in a position to provide a Reference in respect of a Worker;
- (v) “**Reference**” means a job reference that comprises of Work Information and a Character Review submitted to the Platform by a Referee;
- (w) “**Reference Seeker**” means a User that is seeking past References in respect of a Worker;

- (x) **“Smart Contract”** means the “token contract” (as such term is used in the Ethereum documentation) script and public address implemented in Ethereum pursuant to the ERC20 token standard and which is used by Zinc for the control and administration of the Platform and for Transfers of Zinc Tokens, a representation of which is available here: <https://etherscan.io/token/0x4aac461c86abfa71e9d00d9a2cde8d74e4e1aeaa> as at the date of these terms.
  - (y) **“Transfer / Transferred”** in relation to a Cryptoasset means a cryptographically signed message instructing a ledger transfer of Cryptoasset Units from one Wallet to another Wallet;
  - (z) **“Users”** means a user of the Platform;
  - (aa) **“Wallet”** means a wallet in relation to a Cryptoasset for the collection, storage and control of Cryptoasset Units;
  - (bb) **“Worker”** means a User that is an individual using the Platform in order to control and manage References about themselves;
  - (cc) **“Work Information”** means information such as the name of the Referee, dates that the Worker was employed and the Worker’s job title; and
  - (dd) **“Zinc Token”** means a Cryptoasset created by Zinc which is used as payment for the services provided via the Platform.
- 1.2 Headings used in these Terms are for convenience of reference only and shall not be construed as altering the meaning of these Terms or any of its parts.
  - 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.
  - 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other gender.
  - 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
  - 1.6 A reference to writing or written includes electronic mail.
  - 1.7 Any obligation not to do something includes an obligation not to allow that thing to be done.
  - 1.8 A reference to these Terms or to any other agreement or document referred to in this Terms is a reference to these Terms or such other agreement or document (as applicable) as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
  - 1.9 References to clauses are to the clauses of these Terms.
  - 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. REGISTRATION

- 2.1 In order to use the Platform, Reference Seekers and Recruiters must register and create a Profile by providing username and password details, or by authorising a third-party platform to provide token based authorisation of their basic details.
- 2.2 Zinc reserves its sole discretion as to the Users which it approves to access and use the Platform. Zinc may at any time and in its sole discretion revoke a previously approved User's right to access and use the Platform.

## 3. REFERENCES

- 3.1 The Platform allows Workers to request References about themselves from Referees of their choice. The Worker will complete the Work Information in respect of the Reference and the Referee will be asked via email to provide the Work Information and a Character Review. Referees are not required to be Users to confirm Work Information or provide Character Reviews.
- 3.2 Referees should ensure that their References are fair and balanced, and not be unduly positively or negative regarding the Reference Seeker. Once a Referee has confirmed a Worker's Work Information and provided a Character Review the Reference is submitted to the Platform. References cannot be modified by either the Worker or the Referee. A hash of the Reference is placed onto the IPFS, a hash of the IPFS hash is executed in a Smart Contract, and a link to the Reference is placed on the Worker's Profile.
- 3.3 Workers can request that Zinc delete (or procure the deletion of) a Reference from the IPFS by emailing Zinc using the address shown in clause 1.2. Zinc may introduce functionality that allows Workers to hide or suppress References without requiring their deletion in accordance with this clause 6.3.
- 3.4 Users acknowledge and agree that Zinc may preserve References deleted in accordance with clause 6.3 and may also disclose References if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to:
  - (a) comply with legal process;
  - (b) enforce the Terms;
  - (c) respond to claims that any Reference violates the rights of third parties; or
  - (d) protect the rights, property, or personal safety of Zinc, Users and the public.

## 4. PLATFORM

- 4.1 Profiles and References are stored on the IPFS (and a hash of each Reference is stored in a Smart Contract). Workers can use their Account Settings to access their Profile and References to be visible on the Platform ("**Visible**") or not visible to other Users on the Platform ("**Hidden**").
- 4.2 If a Profile is Visible the Worker is provided with a URL link to their Profile that they can share with Reference Seekers and third parties that are not Users;
- 4.3 Recruiters can contact Workers whose Profiles are Visible to request access to their References. If the Worker responds and shares their Contact Details with the Recruiter then Zinc Tokens are deducted from the Reference Seeker's Profile.

- 4.4 If the Profile is Hidden, nothing is visible to Reference Seekers on the Platform and the Profile can only be accessed by the Worker.

## 5. ZINC TOKENS

- 5.1 When Users create a Profile, they are allocated a number of Zinc Tokens within 90 days of the Profile being created. Users can also purchase Zinc Tokens from [www.zinc.work](http://www.zinc.work).
- 5.2 Zinc Tokens are the method of value exchange used on the Platform. Zinc Tokens carry no rights, express or implied, other than those set out in these Terms.
- 5.3 Users are also able to donate their Zinc Tokens to charity via the Platform. Such donations are processed using a third party and are subject to separate terms that the User must accept and agree to prior to making such a donation.

## 6. ADDITIONAL SERVICES

- 6.1 The core offerings of the Platform are set out in the Profile Page but may vary from time to time at Zinc's sole discretion. From time to time Zinc may make available through the Platform additional competencies, digital items, services, functionality or equivalent, which add to the features available on the Platform, (together "**Additional Services**").
- 6.2 Additional Services (including those which have been purchased but not consumed (whether in part or in full)) are subject to availability and may be discontinued or modified in Zinc's sole discretion.
- 6.3 Additional Services may be provided as a gift for free, or may be purchasable on the Platform in exchange for Zinc Tokens. Zinc providing an Additional Service without charge in no way implies that Zinc will continue to make such Additional Service available without charge, and Zinc reserves the right to change the amount of Zinc Tokens required to purchase an Additional Service available at any time.
- 6.4 Additional Services are made available subject to these Terms, and also any other terms communicated by Zinc to Users. Where a Zinc Token has not been paid to Zinc in relation to an Additional Service, Zinc reserves the right to change the additional terms which relate to those Additional Services at any time.

## 7. REFUNDS

- 7.1 If the Worker is a consumer it may request that Zinc refund its Zinc Tokens that were used to purchase Additional Services provided that:
- (a) the request is made within fourteen (14) days of the date such purchase was made; and
  - (a) the Additional Services have not been used by the Worker, or fully performed by Zinc,
- in these circumstances Zinc will Transfer to the Wallet that was used to make the original purchase, the amount of Zinc Tokens that were used to make the purchase. Such Transfer will be made within 30 days of the User's initial request.
- 7.2 User acknowledges and agrees that once it receives an Additional Service, Zinc has fully performed the services, the Zinc Tokens transferred for the Additional Service are no longer refundable and the User can no longer exercise its right contained in clause 10.1.



## 8. USER OBLIGATIONS

- 8.1 The User is responsible for the accuracy of all information (including User Profile information and Wallet details) it submits to Zinc and the User shall ensure that all such information is up to date at all times.
- 8.2 The User represents and warrants at the date the User creates their Profile that:
- (a) all information it provides to Zinc is true, complete, valid and not misleading;
  - (b) their Profile is a true reflection of their own identity, and is not a simulated persona, 'sock-puppet', fake account, or similar;
  - (c) that it shall not use the Platform in any way which:
    - (ii) is harmful, unlawful or illegal;
    - (iii) may give rise to civil or criminal liability for Zinc or any of its Personnel;
    - (iv) in Zinc's sole discretion may bring Zinc or any of its Personnel into disrepute; or
    - (v) is not expressly authorised by these Terms; and
  - (d) it shall have no right against Zinc or any other party to request or require a refund of Zinc Tokens, other than set out in clause 10;
- 8.3 In the event that:
- (a) any of the warranties and representations given by a User under these Terms are incomplete, misleading or untrue; or
  - (b) a User breaches any of these Terms,
- Zinc reserves the right to terminate a User's right to access the Platform and/or delete a User's Profile.
- 8.4 Any termination of a User's right to access the Platform in accordance with clause 11.3 shall not affect any accrued rights or liabilities of either Zinc or that User, nor shall it affect the coming into force or the continuance in force of any part of these Terms which by implication intended to come into or continue in force on or after such termination.
- 8.5 The User agrees to be financially responsible for all of its use of the Platform (including any unauthorised use of its Profile or the Platform as described in this clause 11 or clause 17, which is strictly prohibited).
- 8.6 The User agrees to fully reimburse and compensate Zinc and its Personnel on demand from and against any and all damages, liability and costs (including reasonable legal fees) incurred by Zinc in connection with any claim arising out of:
- (a) any fraud or fraudulent misrepresentation the User commits;
  - (b) any inaccuracy or defect in any of the information the User provides to Zinc;
  - (c) any breach of applicable law or regulation by the User;



- (d) any failure to comply with guidelines or reasonable instructions issued by Zinc from time to time in respect of the User's use of the Platform;
- (e) any use of the User's Profile by a third party;
- (f) any breach by the User of these Terms; and
- (g) third party claims arising from the User's use of the Platform or Zinc Tokens.

8.7 The User shall cooperate with Zinc in the defence of any claim Zinc receives in relation to the User's use of the Platform.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Users acknowledge that all rights, title and interest in the Platform including all Intellectual Property Rights, belong to and are retained solely by Zinc or its third-party suppliers. These Terms do not provide the User with title or ownership of any Intellectual Property Rights or other rights other than the rights specified in these Terms.

9.2 If a User suggests any new features or functionality for the Platform that Zinc subsequently incorporates, such new features or functionality shall be the sole and exclusive property of Zinc and shall be free from any confidentiality restrictions that might otherwise be imposed upon Zinc pursuant to these Terms.

9.3 On acceptance of and subject to these Terms, Zinc grants Users a limited, revocable, non-exclusive, non-sublicensable and non-assignable licence to access and use the Platform only to:

- (a) store and share References that relate to that User;
- (b) view the Profiles and References of other Users; and
- (c) communicate with other Users in relation to possible employment opportunities.

9.4 Referees retain ownership of the Intellectual Property Rights in the Character Reviews they provide. Referees grant Zinc an irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use, reproduce, publish, translate and distribute Character Reviews that they provide.

## 10. THIRD-PARTY CONTENT AND LINKS TO AND FROM THIRD-PARTY WEB SITES

10.1 The Platform may contain third-party owned content and links to other websites ("**Linked Sites**"). Zinc does not endorse, sponsor, recommend, or otherwise accept responsibility for any Linked Sites. In addition, Linked Sites are not under the control of Zinc, and Zinc is not responsible for the content or privacy practices of the Linked Sites, including, without limitation, links contained on Linked Sites or any changes or updates to Linked Sites. Zinc and other Users may provide third-party content and Linked Sites only as a convenience, and the inclusion of such third-party content and Linked Sites is not an endorsement by Zinc in favour of any third party. Users further acknowledge and agree that Zinc shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods, arrangements or services available on or through any such site or resource.

10.2 Any linking to the Zinc Platform must be: legal; fair; not taking advantage of our reputation; or suggestive of any association with Zinc if there is none. We may withdraw such consent in writing at any time in our sole discretion without prior notice.

- 10.3 Zinc has no responsibility for content on other websites that can be found or accessed when using the Zinc Platform. Material available on or through other websites may be protected by copyright and the Intellectual Property Laws of any country. The terms of use of those websites, and not the Terms of Zinc, govern the use of that material.

## 11. DISCLAIMERS AND WARRANTIES

- 11.1 Zinc is responsible for running the infrastructure of the Platform in accordance with these Terms. Users are however the authors of References on the Platform and other content they submit to the Platform or explicitly authorise the Platform to extract from third party sites. Users are responsible for References and other content which they upload to the Platform, and not Zinc. Where there are disputes between Users regarding References or other content on the Platform, these should be resolved between the relevant Users. If such dispute cannot be resolved by the relevant Users, a Worker can request that a Reference or other content related to them on the Platform be deleted in accordance with clause 6.3.
- 11.2 Users understand that by using the Platform, they may be exposed to / or receive a Reference that is not favourable. Zinc is not responsible for References, does it endorse any opinions contained in References and has no way of verifying any part of a Reference. Subject to clause 15.1, under no circumstances will Zinc be liable in any way for the content of any Reference, including, but not limited to, any errors or omissions in a Reference, or any loss or damage of any kind incurred as a result of the use of any Reference made available via the Platform. If a Worker believes a Reference relating to them is not favourable and/or contains errors or omissions, the Worker can request its deletion in accordance with clause 6.3.
- 11.3 Please note that, when a User uses the Platform to enter into arrangements (including contracts of service or employment) with other Users or third parties, Zinc has no control over or responsibility for such arrangements and accepts no liability whatsoever in respect of such arrangements, (including in respect of any goods or services provided by or to Users as a result of such an arrangement).
- 11.4 Zinc shall provide the Platform using reasonable care and skill. However, the User acknowledges that the internet and other technology (included but not limited to Blockchain technology) upon which Zinc relies is never completely error free and technical disruptions and human error may interfere with the use and availability of the Platform.
- 11.5 Subject to Clause 14.4, the Platform, References, any Linked Sites and any other product or service advertised or offered by a third party on or through the Platform or any Linked Site or features in any banner or other advertising (“**Third Party Content**”) is provided on an “**AS IS**” AND “**AS AVAILABLE**” BASIS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.
- 11.6 In addition, Zinc does not warrant, endorse, guarantee or assume responsibility for any References or Third Party Content, none of which is intended to be advice or relied on as such.
- 11.7 Users, and not Zinc, are responsible for any equipment including computer devices and communications connections and/or subscriptions necessary to access the Zinc Platform.
- 11.8 Zinc reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the Platform with or without notice, and Users understand and agree that Zinc shall not be liable for any interruption, modification, or discontinuation of the Platform or any function or feature thereof.

#### 11.9 Users warrant and represent that:

- (a) they own or otherwise have all necessary rights included in their Profile and any part of a Reference they submit to the Platform, and that they are not in violation of these terms, applicable law, or the Intellectual Property Rights of others by submitting any part of a Reference;
- (b) they will not submit any information (including as part of a Reference) that is unlawful, threatening, defamatory, abusive, obscene, profane, deceptive, discriminatory, misleading, or otherwise violates these Terms or applicable laws (and in which case, Zinc reserves the right to remove any such information from the Platform); and
- (c) they will not:
  - (ii) introduce any Malicious Software onto the Platform;
  - (iii) attempt to gain unauthorised access to the Platform, the server on which the Platform is hosted, or any server, computer or database connected to the Platform; or
  - (iv) attack our Platform via a denial-of-service attack or a distributed denial-of service attack,

in which case, Zinc may report any such breach to the relevant law enforcement authorities and may co-operate with those authorities by disclosing your identity to them.

## 12. LIMITATION OF LIABILITY

### 12.1 Nothing in these Terms shall exclude or restrict liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

### 12.2 If the User is a consumer, nothing in these Terms shall limit to less than the total amount of Zinc Tokens Transferred to Zinc by the User via the Platform (measured in British pounds sterling market equivalent value as of the time and date of each Transfer (at a rate determined in Zinc's sole discretion)) Zinc's liability to the User for Zinc's failure to perform the services under these Terms with reasonable skill and care.

### 12.3 Subject to clauses 15.1, Zinc and the User shall not be liable for any:

- (a) indirect, special or consequential loss or incidental loss;
- (d) loss of profit;
- (e) loss of business or business opportunity;
- (f) loss of revenue;
- (g) loss of anticipated savings;
- (h) wasted expenditure;

- (i) loss of goodwill;
- (j) loss or corruption of data;
- (k) loss caused as a result of the User's negligence, lack of understanding of Cryptoassets, Blockchain technology or networks, Transfers or Wallets or failure to follow any reasonable instructions issued by Zinc;
- (l) loss caused as a result of the loss, theft or destruction of the User's Private Key(s);
- (m) loss caused by a change in the exchange rate or value of any Cryptoasset (including as a result of the acts or omissions of Zinc);
- (n) loss caused by any legal, regulatory or technical changes in any part of the world relating to Cryptoassets or Blockchain technology;
- (o) loss caused as a result of a User introducing Malicious Software onto the Platform;
- (p) loss caused by an event set out in clause 26;
- (q) loss caused by the User or any third party;
- (r) loss caused by a security breach as detailed in clause 17.3;
- (s) loss caused by the User's chosen method of storing and moving Cryptoasset (including but not limited to the security systems the User Wallet has in place); and

(even if advised of the possibility of such loss or damage) arising under or in connection with these Terms whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

- 12.4 Subject to clause 15.1 and 15.2, the total aggregate liability for Zinc or the User arising under or in connection with these Terms in any twelve (12) month period, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to the total amount of Zinc Tokens Transferred to Zinc by the User via the Platform (measured in British pounds sterling market equivalent value as of the time and date of each Transfer (at a rate determined in Zinc's sole discretion)) in the twelve (12) months immediately prior to the event giving rise to the first claim in the relevant twelve (12) month period.

### **13. ACKNOWLEDGMENT OF CONSUMER PROTECTION LAWS**

Please note that in some jurisdictions consumer protection laws may not allow certain disclaimers or exclusions or limitations of liability and consequently some of the disclaimers, exclusions and limitations of liability in these Terms may not apply.

### **14. SECURITY**

- 14.1 The User shall implement and maintain reasonable and appropriate measures designed to secure access to:

- (a) their Profile;
- (t) any email address associated with their Profile; and
- (u) Private Keys (howsoever stored) required to access any relevant Wallet relating to their Profile.

- 14.2 The User shall not access their Profile using any service or technology that hides or disguises the actual internet connection of the User (including but not limited to proxies and virtual private networks).
- 14.3 The User's Profile is personal to the User and the User shall not share the log-in credentials or control access to their Profile with anyone. The User is responsible for any acts or omissions carried out by a third party using its Profile (including any breach of these Terms) If the User suspects or becomes aware of any unauthorised use of its Profile or any security breach it shall immediately inform Zinc by sending an email to the address set out in clause 1.2. Zinc shall take such actions and measures as may be (in Zinc's sole discretion) possible and reasonably necessary to attempt to secure the User's Profile and the Platform.

## 15. PERSONAL DATA

Our Privacy Policy at <https://zinc.work/privacy/> sets out how we gather, store, use and disclose personal data (as defined by the General Data Protection Regulation' (Regulation (EU) 2016/679) and the Data Protection Act 2018) and agreement to our processing of Personal Data in these ways forms part of these Terms.

## 16. VARIATIONS

From time to time, at its own discretion, Zinc may vary these Terms. Variations shall become effective when Users are notified. Users must review the terms of any variation. If a User disagrees with any variation it should not make any further use of or access the Platform. By continuing to use the Platform following any variation, Users accept and agree to the varied Terms.

## 17. DELAY IN ENFORCING RIGHTS

If Zinc does not insist immediately that the User does something it is required to do under these Terms, or if Zinc delays in taking steps against the User in respect of it breaking these Terms, this will not mean that the User will not have to do those things and it will not prevent Zinc from taking steps against the User at a later date.

## 18. WHAT HAPPENS IF A COURT FINDS THESE TERMS TO BE ILLEGAL

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 21 shall not affect the validity and enforceability of the rest of these Terms.

## 19. TRANSFERRING THESE TERMS

Zinc may transfer its rights and obligations under these Terms to another organisation. Zinc will always inform the User in writing if this happens and will ensure that the transfer will not affect the User's rights under these Terms. The User may only transfer its rights or obligations under these Terms (other than a Zinc Token itself) to another person if Zinc agrees to this in writing in advance of such a transfer.

## 20. NO OTHER PARTY HAS RIGHTS UNDER THESE TERMS

These Terms are between Zinc and the User. No other person shall have any rights to enforce any of the terms. Neither Zinc nor the User will need to get the agreement of any third party in order to make any changes to these Terms.

## **21. CONFIDENTIALITY**

The User and Zinc shall each protect each other's Confidential Information against any unauthorised disclosure, not make use of any such Confidential Information for any purpose other than in connection with these Terms and shall notify each other if it becomes aware of any such unauthorised disclosure.

## **22. NOTICES**

22.1 All notices, invoices, requests, demands or communications required or permitted by these Terms shall be in writing and delivered personally, by electronic mail or post to Zinc using the details at clause 1 and to the User using such details as agreed in writing by Zinc and the User. All notices, requests, demands or communications shall be deemed received upon receipt for personal delivery, or on the next working Day following the date of sending if sent using electronic mail or post.

22.2 This clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **23. UNFORESEEABLE EVENTS**

Neither Zinc or the User will be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, hacking, war, fire, flood, failure of a Cryptoasset, advances in technology or cryptography (including but not limited to development of quantum computers) that effects the security of Cryptoassets, mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks, a Cryptoasset community decision to change the operating model or technical features of a Cryptoasset (whether or not this results in a 'fork'), a result of a denial-of-service attack or distributed denial-of-service attack against the Platform, acts of omissions of a bank or banking services provider to Zinc, a change in law or regulation which means that the Zinc Platform, becomes inviable or unfeasible for Zinc to operate or administer, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, explosion or civil commotion.

## **24. NO PARTNERSHIP OR AGENCY**

24.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between Zinc and the User, constitute any Zinc or the User as agent of any other person, or authorise Zinc or the User to make or enter into any commitments for or on behalf of any other person.

24.2 Zinc and the User confirm they are acting on their own behalf and not for the benefit of any other person.

## **25. DISPUTES AND COMPLAINTS**

25.1 These Terms shall be governed by and construed in accordance with the laws of England. Any dispute, controversy or claim arising out of or in relation to the Terms shall be dealt with exclusively by the courts of England.

25.2 If the User has a complaint or query about these Terms and/or the Platform, the User should contact Zinc using the details shown at clause 1.