

ICONOMI

TERMS AND CONDITIONS

For the use of the ICONOMI Website

December 2018

Last updated: December 3, 2018

1. INTRODUCTION

- 1.1. These Terms and Conditions shall govern your use of the ICONOMI Website (hereinafter “**Website**”).
- 1.2. By using this Website, registering for an account, or using any of the other services provided by ICONOMI, you accept and agree to comply with these Terms and Conditions in full. In case you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use the Website.
- 1.3. If you register with the Website, submit any material to the Website, or use any of the Website’s services, you will have to expressly agree to these Terms and Conditions.
- 1.4. You must be at least 18 years of age to use the Website. By using the Website or agreeing to these Terms and Conditions, you warrant and represent to ICONOMI that you are at least 18 years of age.
- 1.5. The Website uses cookies. All information about cookies are available in the [ICONOMI Cookie Policy](#).
- 1.6. These Terms and Conditions, the General Terms and Conditions for End Users and the ICONOMI Anti-Money Laundering Policy are meant to supplement each other. Whenever there are conflicting provisions between these Terms and Conditions and any of the above mentioned documents, the provisions of the latter apply.

2. RESIDENCY OF USERS

- 2.1. The Website is not offered for use to natural and legal persons who have their habitual residence or their seat of incorporation in the following countries: i) the United States of America, or ii) Saint Vincent and the Grenadines (“Restricted Areas”). ICONOMI may add other countries to the Restricted Areas list in the future without prior notice.
- 2.2. If you are a resident of one of the Restricted Areas, you must not access or use the Website.
- 2.3. ICONOMI does not warrant that the Website complies with the applicable laws or regulations of any jurisdiction of the user’s residency.

- 2.4. Subject to Section 12, ICONOMI does not accept any liability for any loss or damage resulting from or related to the availability of the Website or any of the content on the Website.

3. NO INVESTMENT ADVICE

- 3.1. No service on the Website constitutes any licensed financial services, such as investment services or fund management services. No information, analyses, services, or any other materials presented on the Website constitute any basis for any investment decision.
- 3.2. The Website or any other material provided by ICONOMI through the Website is not, does not offer, and shall not be construed as investment or financial products, but as a software application. Accordingly, these Terms and Conditions, or any other Terms and Conditions provided by ICONOMI, do not constitute any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities or financial products.

4. COPYRIGHT NOTICE

- 4.1. All content included on the Website, including the Platform, Digital Portfolios, and associated products and services, including but not limited to inventions, processes, marks, methods, compositions, formulae, techniques, information, data, text, graphics, logos, images, charts, video, audio, and source code, as well as any compilation thereof, and any software used on the Website, is the property of ICONOMI and protected by copyright, trademark, and other laws protecting intellectual property and proprietary rights.
- 4.2. The protected content from the previous paragraph should not be copied, reproduced, republished, uploaded, modified, transmitted, uploaded, collected, or distributed in any form or by any means. Any such prohibited use may violate copyright, trademark, and other applicable laws and may result in criminal or civil actions and penalties.
- 4.3. By using the Website you agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content, and you agree that you will not make any changes related to such content.

5. USE OF THE WEBSITE

- 5.1. The Website is provided on an “as is” and “as available” basis.
- 5.2. You are not allowed to:
- (a) use the Website in any way or take any action that causes, or may cause, damage to the Website or impair its performance, availability, or accessibility;

- (b) use the Website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or any other harmful purpose or activity;
 - (c) use the Website to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit, or any other malicious computer software;
 - (d) conduct any systematic or automated data collection activities (including, among others, scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without express prior written consent from ICONOMI;
 - (e) access or otherwise interact with the Website using any robot, spider, or other automated means, except for the purpose of search engine indexing, or with express prior written consent from ICONOMI.
- 5.3. You must ensure that all the information you provide to ICONOMI through the Website, or in relation to the Website, is true, accurate, current, complete, and accurate.
- 5.4. You may only use the Website for your own personal and business purposes and in accordance with these Terms and Conditions.
- 5.5. Except as expressly permitted by these Terms and Conditions, you must not edit or otherwise modify any material on the Website.
- 5.6. Among other actions prohibited by these Terms and Conditions, you are not allowed to:
- (a) republish material from the Website (including republication on another website);
 - (b) sell, rent, or sub-license material from the Website;
 - (c) show any material from the Website in public;
 - (d) exploit material from the Website for a commercial purpose; or
 - (e) redistribute material from the Website.
- 5.7. Notwithstanding the previous paragraph, you may redistribute ICONOMI's newsletter, published each month and each quarter, in electronic form to any person.
- 5.8. ICONOMI reserves the right to restrict access to certain areas or to the whole Website at its own discretion. You are not allowed to circumvent or bypass, or attempt to circumvent or bypass, any access restrictions on the Website.

6. REGISTRATION AND ACCOUNT

- 6.1. To be eligible for an account on the Website, you must meet the conditions provided in Articles 1 and 2.

- 6.2. You may register for an account with the Website by completing and submitting the account registration form on the Website and passing through the verification process with all the necessary documents required for each eligible jurisdiction.
- 6.3. You must not allow any other person to use your account to access the website.
- 6.4. ICONOMI may refuse access to the Website should it have doubts as to the validity, authenticity, or genuineness of the documents you provide.
- 6.5. You must notify ICONOMI in writing immediately if you become aware of any unauthorized use of your account.

7. USER LOGIN DETAILS

- 7.1. You must keep your password confidential and implement reasonable and appropriate measures to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password, and any other login or identifying credentials related to the Website.
- 7.2. You must notify ICONOMI in writing immediately if you become aware of any disclosure of your password or other information that could lead to abuse of your account.
- 7.3. You are responsible for any activity on the Website arising out of any failure to keep your password and other related information confidential, and you may be held liable for any losses arising out of such a failure.

8. CANCELLATION AND SUSPENSION OF ACCOUNT

- 8.1. ICONOMI may:
 - (a) suspend your account;
 - (b) cancel your account; and/or
 - (c) edit your account details

at any time in its sole discretion without notice or explanation.

- 8.2. You may cancel your account on the Website at any time.

9. PRIVACY AND INFORMATION

- 9.1. ICONOMI processes personal data of Website users in accordance with ICONOMI Privacy Policy and ICONOMI Cookie Policy, which is an integral part of these Terms. ICONOMI Privacy Policy and ICONOMI Cookie Policy provides Website users with necessary information regarding the processing of personal data, including the rights of Website users regarding the processing of their personal data.

- 9.2. With respect to information provided by others, ICONOMI acts as a mere conduit for this information and does not select, monitor, edit, modify, review, evaluate, or otherwise oversee this information or the publication of this information on the Website.
- 9.3. You are obliged to review the relevant General Terms and Conditions, as provided on www.iconomi.com. If there is any discrepancy between these Terms and Conditions and the relevant General Terms and Conditions, the latter prevail.

10. SOURCE OF CRYPTOCURRENCIES OR TOKENS

- 10.1. ICONOMI is not liable regarding the source of cryptocurrencies and tokens uploaded on the Platform through the Website.
- 10.2. ICONOMI applies regular checks asking users for the source of their funds in accordance with ICONOMI's Anti-Money Laundering Policy. Moreover, ICONOMI reserves the right to ask any individual user for their source of funds and reserves all rights and has full discretion to block or freeze any user's account without prior notice.

11. LIMITATION OF WARRANTIES

- 11.1. The legal information in these Terms and Conditions is provided on an "as is" and "as available" basis without any representations or warranties, express or implied. ICONOMI makes no representations or warranties in relation to the legal information on the Website.

12. LIMITATION OF LIABILITY

- 12.1. ICONOMI will not be held liable for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss, or any other loss to the extent permitted by law.
- 12.2. ICONOMI is not liable for any damage, expense, or other loss you may suffer arising from information provided on the Website, information provided by others, or any reliance you may place on such information in relation to the Website.
- 12.3. These Terms and Conditions do not exclude or limit the liability of either party for fraud, breach of terms, or any other liability that may not be limited or excluded by law. Nothing in this legal disclaimer limits any of ICONOMI's liabilities in any way that is not permitted under applicable law or excludes any of ICONOMI's liabilities that may not be excluded under applicable law.
- 12.4. By using the Website you explicitly waive the right to initiate any court-related or other legal action against ICONOMI in relation to ICONOMI's services, Website, or platform.

13. DISPUTE RESOLUTION

- 13.1. All disputes or claims arising out of or in connection with these Terms and Conditions, including disputes relating to its validity, breach, termination, or nullity, and any disputes or claims arising out of or in connection with the use of the Website, the platform, or the Digital Portfolios, shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with said Rules. The language to be used in the arbitral proceedings shall be English.
- 13.2. Prior to filing any claims in accordance with the previous paragraph, you undertake to file such claims or requests directly with ICONOMI via email at legal@iconomi.net. You agree that you will not file any claims in accordance with paragraph 13.1. earlier than 30 days after sending such claims or requests to ICONOMI in accordance with this paragraph 13.2. Any claim filed with the arbitral tribunal contrary to the rules set out in this paragraph 13.2. shall be rejected immediately by the tribunal as premature.