

# Gelato

## Terms of Service

Last updated: 3rd November 2022

These terms of service, together with any documents and additional terms they incorporate by reference (collectively “Terms”), are entered into between Gelato Network (also referred to to as “Company” “we,” “us,” and “our”) and you or the legal entity that you represent (also referred to as “you” or “your”).

Please read these Terms carefully as they govern your use of our site located at <http://gelato.network/> and all associated sites (the “Website”) and our Services (defined below) and describe your rights and obligations and our disclaimers and limitations of legal liability.

We reserve the right to modify these Terms from time to time. If we make changes, we will notify you on such changes. Should we not hear from you within seven (7) working days and/or should you continue using our Website, then, this will be deemed an acceptance of our updated terms and conditions.

By accessing or using the Website or Service you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access or use our Website or the Service.

In this context, you confirm that you have also taken note of and reviewed the Privacy Policy of the Company.

### 1. Services

The Company offers experimental technology that is helping Web3 projects to automate transactions and interact with decentralized applications (the “Service”).

The Website grants users access to open source documentation and related services, including (without limitation) resources, data and computation services. The Service offered by us or other participants in the Gelato Network require payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (“Distributed Ledger Technology”), which may require that you pay a fee, such as “gas” charges on e.g. the Ethereum network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments “Fees”).

You acknowledge and agree that the Company has no control over any Distributed Ledger Technology transactions, the method of payment of any Fees, if applicable, or any actual payments of Fees, if applicable. Further, our Website or Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

### 2. Representations and Warranties

In order to use our Website or Service you must be able to form a legally binding contract either on behalf of a company (or other legal entity) or as an individual and you represent and warrant that you have the full, right, power and authority to enter into and to comply with the obligations under these Terms on behalf of the legal entity that you represent.

Additionally, you represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by Switzerland (“The Country”) or where your use of the Website or the Services would be illegal or otherwise violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline that is published or in force (“Applicable Law”).

As a condition to accessing or using the Services or the Website, you represent, warrant the following:

- (i) you will only use the Services and the Website for lawful purposes and in accordance with these Terms;
- (ii) will ensure that all information that you provide on the Website is current, complete, and accurate;
- (iii) will maintain the security and confidentiality of access to your Distributed Ledger Technology Address;
- (iv) will identify and assess the accuracy, availability and quality of data that you choose to consume via the Gelato Network;
- (v) agree (A) that no Protected Party (defined below) will be responsible for any loss or damage incurred as the result of any interactions you have with other users of the Website, Services or Gelato Network, including the loss of any amount of tokens or other unit of value; and (B) if there is a dispute between you and any other site or other user, no Protected Party will be under any obligation to become involved.

As a condition to accessing or using the Website or the Services, you represent, warrant and agree that you will not:

- (i) violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended;
- (ii) export, reexport, or transfer, directly or indirectly, any Company technology or Gelato Network data in violation of applicable export laws or regulations;
- (iii) infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Website or the Services;
- (iv) misrepresent the truthfulness, sourcing or reliability of any content on the Website or through the Services;
- (v) use the Website or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website or the Services, or that could damage, disable, overburden, or impair the functioning of the Website, Services or the Company in any manner;
- (vi) attempt to circumvent any content filtering techniques or security measures that the Company employs on the Website or the Services, or attempt to access any service or area of the Website or the Services that you are not authorized to access;
- (vii) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Website or Services or to extract data;

- (viii) introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website or the Services;
- (ix) post content or communications on the Website or through the Services (including User Content (as defined below)) that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent or deceptive
- (x) post content on the Website or through the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service; or
- (xi) encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You represent and warrant that you:

- (i) have the necessary technical expertise and ability to review and evaluate the security, integrity and operations of Gelato Network and its Service.
- (ii) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of using the Website or Service.
- (iii) know, understand and accept the risks associated with your use of Gelato Network, your Distributed Ledger Technology Address, the Distributed Ledger Technology, and any network tokens.

### **3. Proprietary Rights**

Excluding any open source software or third-party software that the Website or the Services incorporates, as between you and Company, the Company owns the Website and the Services, including all technology, content and other materials used, displayed or provided on the Website (including all intellectual property rights), and hereby grants you a non-exclusive, limited, revocable, non-transferable and non-sublicensable, license to access and use those portions of the Website and the Services that are proprietary to the Company in accordance with their intended uses and using their designated public interfaces.

Any of the Company's product or service names, logos, and other marks used in the Website or as a part of the Services, including the Company's name and logo are trademarks owned by the Company or its applicable licensors. You may generally use the Company's name and logo to refer to the Company's mission and activities provided that it does not in any way suggest or imply sponsorship or approval by the Company. You may also indicate the relationship of your products and services to the Company's mission and activities by using an accurate descriptive term in connection with your product or service. You may not use the Company's name and logo in a manner that may cause confusion with others or result in genericization. The Company reserves its right to prohibit the use of the Company's marks by anyone that we believe misuses our trademarks and/or ask for prior approval of Company before using them.

The appearance of third party advertisements and hyperlinks on the Website does not constitute an endorsement, guarantee, warranty, or recommendation by us. Do conduct your own due diligence before deciding to use any third party services.

#### **4. Changes, Suspension, Termination**

Gelato Network is intended to be decentralized and self-operating, with or without any Services provided by the Company. Accordingly, we may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services offered by the Company, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

We will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Website or the Services.

#### **5. Advertisements**

You hereby accept that we may send you advertisement notifications via e-mail on our products/services, updates or new developments from time to time (opt-in). Should you no longer wish to receive such notifications, you can click on the "unsubscribe"-button in every respective notification and you will no longer receive such notifications (unless notifications that are necessary for the continued performance of services to you).

#### **5. Indemnification**

You will defend, indemnify, and hold harmless the Company, our members, directors, officers, employees, attorneys, agents, representatives, suppliers, licensors and contractors (collectively, "Protected Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to your use of, or conduct in connection with, the Website, Services, Gelato Network, Distributed Ledger Technology assets associated with your Distributed Ledger Technology Address, any other digital assets; your violation of these Terms; your violation of Applicable Law or regulations; or your infringement or misappropriation of the rights of any other person or entity. If you are obliged to indemnify any Protected Party, the Company (or, at its discretion, the applicable Protected Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Company wishes to settle, and if so, on what terms.

#### **6. Limitation of liability**

The Company seeks to encourage the continued growth and success of Gelato Network as a public good. The Company does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to your transactions, including any token purchases and sales.

You are responsible for complying with all laws and regulations applicable to your individual transactions with other third parties. We are not a party to these transactions and assume no responsibility for them.

We do not guarantee that our website will be secure or free from bugs or viruses. You will have no claim for refunds if any bug causes funds to be lost. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your virus protection software. You must maintain an adequate internet-connection with an appropriate internet service provider. We are not responsible for the transmission of information through telecommunication networks, this is the responsibility of your internet service provider.

The Information on our website is provided for educational, informational, and entertainment purposes only, without any express or implied warranty of any kind, including warranties of accuracy, completeness, or fitness for any particular purpose. The Information contained in or provided from or through this website or our social media channels is not intended to be and does not constitute financial advice, investment advice, trading advice, or any other advice. The Information on this website and provided from or through this website is general and is not specific to you, the user or anyone else. You should not make any decision, financial, investment, trading or otherwise, based on any of the information presented on this website without undertaking independent due diligence and consultation with a professional broker or financial advisory. You understand that you are using any Information available on or through this website at your own risk.

The Company makes no guarantee in regards to the functionality, security, or availability of the Website or Service.

To the extent possible under applicable law, the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **7. "AS IS" and "AS AVAILABLE": Exclusion of Company's warranty**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **8. Governing Law**

These terms shall be governed by the substantive laws of Switzerland without reference to any conflict of law statutes. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

## **9. Dispute Resolution**

If You have any concern or dispute about the Website or Service, you agree to first try to resolve the dispute informally by contacting the Company.

Any disputes arising out of or in connection with these terms and/or the Users' use of our platform shall be submitted to the exclusive jurisdiction of the courts of the city of Zug.

To the extent possible under applicable law, I confirm that I will not join or support so called "class actions" or similar collective ways of initiating litigation proceedings against Company.

## **10. United States Legal Compliance**

You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.

## **11. Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **12. Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

**CONTACT INFORMATION:**

Email: [hi@gelato.digital](mailto:hi@gelato.digital)