

EMERCOIN TERMS AND CONDITIONS

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1. ELIGIBILITY

By accessing or using the Site, you represent and warrant that you have not previously been suspended or removed from the Site. 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.

2. ASSUMPTION OF RISK WITH EMERCOIN

Emercoin developed the original protocol for the Emercoin Blockchain and Emercoin Blockchain Services, and continues to promote its use as a distributed open source blockchain. Additionally, as a member of the open source community, Emercoin may

contribute updates and modifications to the Emercoin Blockchain source code and Emercoin Blockchain Services. However, Emercoin does not own or control the Emercoin Blockchain or Emercoin Blockchain Services. The Emercoin Blockchain and Emercoin Blockchain Services are an open source protocol that anyone can use, copy, modify and distribute. We encourage you to take precautions when considering whether to use the Emercoin Blockchain, particularly when participating in any transaction using the Emercoin Blockchain with a stranger.

You acknowledge and agree that Emercoin:

(i) does not own or control the Emercoin Blockchain or Emercoin Blockchain Services;

(ii) does not have any authority or responsibility to prohibit, restrict, rescind or approve any transaction or other interaction that occurs through the Emercoin Blockchain or Emercoin Blockchain Services;

(iii) is not a party to, has no involvement or interest in, makes no representations or warranties as to, and has no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other participant, person or organization that uses Emercoin Blockchain and Emercoin Blockchain Services; and

(iv) does not investigate or verify the reputation, conduct, morality or criminal background of any Emercoin Blockchain or Emercoin Blockchain Services user, including without limitation any Emercoin gateway. Further, you acknowledge and agree that you are solely responsible for your access and use of Emercoin Blockchain or Emercoin Blockchain Services, including without limitation for:

(i) any payments or other transactions you complete using the Emercoin Blockchain or Emercoin Blockchain Services;

(ii) investigating or screening other Emercoin Blockchain users before engaging in any Emercoin transaction or Emercoin Blockchain Services with such users;

(iii) any interactions you have with other Emercoin Blockchain users or gateways; and

(iv) your use of any Emercoin gateways to exchange any currency or other items of value that you may have stored in your Emercoin wallet.

EMERCOIN ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE IN CONNECTION WITH EMERCOIN BLOCKCHAIN OR EMERCOIN BLOCKCHAIN SERVICES. YOU ASSUME ALL RISKS ASSOCIATED WITH USING EMERCOIN BLOCKCHAIN AND EMERCOIN BLOCKCHAIN SERVICES.

3. COPYRIGHT AND LIMITED LICENSE

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7. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Emercoin or the Site (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Emercoin. Emercoin will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. INDEMNIFICATION

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11. MODIFICATIONS TO THE SITE

Emercoin reserves the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that Emercoin will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

12. ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH EMERCOIN AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. You and Emercoin agree to arbitrate any dispute arising from these Terms or relating to the Site, except that you and Emercoin are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in an private attorney general or representative capacity, or consolidated claims involving another person, if Emercoin is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

13. TERMINATION AND SUSPENSION

Notwithstanding any of these Terms, Emercoin reserves the right, without notice and in its sole discretion, to terminate or suspend your right to use the Site, and to block or prevent your future access to, and use of, the Site.

14. SURVIVAL

Sections 2 (Assumption of Risk with Emercoin), 4 (Trademarks), 6 (Third Party Content), 7 (Feedback), 8 (Indemnification), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 12 (Arbitration), this Section 14 (Survival) and Section 15 (Severability) will survive any termination or expiration of these Terms.

15. SEVERABILITY

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

16. QUESTIONS & CONTACT INFORMATION

Questions or comments about the Site or these Terms may be directed to Emercoin by emailing support@emercoin.com.