

# WIND

## TERMS OF SERVICE

**LAST UPDATE: APRIL 13, 2019**

WIND is developing the Wind Platform (the “Platform”) which is a marketplace, connecting startups with companies, service providers and investors. The Platform allows startups and investors to fund and post research tasks for other users to perform and allows service providers and investors to discover new leads (collectively, the “Service”). The Service is offered from time to time to users (“Users” or “you”) at [www.windprotocol.com](http://www.windprotocol.com) and mobile applications (collectively the “Sites”). The Company Service is owned and operated by Neufox Limited, a Private Limited Company, company number 11932320, Registrar of Companies for England and Wales (“Company,” “we,” or “us”).

Your use of the Service is subject to the terms and conditions set forth in these Terms of Service (the “Terms of Service”).

**PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING ANY PART OF THE SERVICE OR CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHERE THAT OPTION IS MADE AVAILABLE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS, CONSENT TO THE COLLECTION, USE, DISCLOSURE AND OTHER HANDLING OF INFORMATION AS DESCRIBED IN OUR PRIVACY POLICY, LEGAL DISCLAIMER AND WHITEPAPER AND ANY ADDITIONAL TERMS, RULES AND CONDITIONS OF PARTICIPATION ISSUED BY THE COMPANY FROM TIME TO TIME (COLLECTIVELY THE “TERMS”) . YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO AGREE TO AND ENTER INTO THESE TERMS, ON BEHALF OF YOURSELF OR AN ENTITY THAT YOU REPRESENT. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SERVICE. USE OF THE SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS.**

### **1. UPDATES TO TERMS OF SERVICE, INTEGRATION.**

We may, in our sole discretion, modify the Terms of Service via email or by posting notice on any part of the Service. The “Last Updated” date at the top of the Terms of Service indicates when the latest modifications were made to the Terms of Service. By continuing to access and use the Service you agree to any such modifications. Therefore, you are responsible for reviewing and should become familiar with any such modifications. You are encouraged to review these Terms of Service periodically and to check the “Last Updated” date at the top of the Terms of Service for the most recent version. In addition, when using the Service or features on the Service, you will be subject to any posted guidelines or policies applicable to such Service or features that may be posted from time to time, including but not limited to

the Terms as noted below. All such guidelines or policies are hereby incorporated by reference into these Terms of Service.

## **2. SERVICE AVAILABILITY.**

2.1 The Service may be modified, updated, interrupted, suspended or discontinued at any time, in the sole discretion of the Company, without notice or liability. The Service may be unavailable at certain periods, including but not limited to systems failures, anticipated or unanticipated maintenance work, upgrades or force majeure events.

2.2 Company reserves the right, at any time, in its sole discretion to modify, temporarily or permanently block access to, suspend, or discontinue the Service, in whole or in part, with or without notice and effective immediately to any User.

2.3 The Company will have no liability whatsoever for any losses, liabilities or damages you may incur as the result of any modification, suspension, or discontinuation of the Service or any part thereof.

## **3. PRIVACY POLICY.**

Use of the Service is subject to the terms of our [Privacy Policy](#) which is hereby incorporated into and made part of these Terms of Service. Please carefully review our Privacy Policy. By using or accessing the Service, you agree to be bound by the terms of our Privacy Policy.

## **4. AGE.**

The Service is meant for those at least eighteen (18) years of age. Use of the Service by anyone under this age is a violation of the Terms of Service.

## **5. USE OF THE COMPANY SERVICE.**

5.1 You may be required to establish an account to use the Service and/or take advantage of certain features. If so, you agree:

a. to provide true, accurate, current and complete information about yourself as prompted by the Service;

b. as permitted, maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or the Company has reasonable grounds to suspect that such information is false, inaccurate or outdated, the Company has the right to suspend or terminate your account and prohibit all current or future use of the Service by you;

c. that your account is for your personal and/or business use. You may not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed or exported by the Service;

d. that by creating an account, you agree to receive certain communications in connection with the Service from the Company;

5.2 You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your account. Your account is meant to be private and you shall not share accounts for any reason. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. You agree to be responsible for all charges resulting from the use of your account via the Service, including charges resulting from unauthorized use of your account.

5.3 You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with the Service.

5.4 You agree to use the Service only for lawful purposes and that you are responsible for your use of and communications and content you may post via the Service. You agree not to post or transmit any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others' intellectual property rights, impersonates any individual or entity, or otherwise violates any applicable law. You agree not to solicit personal information from minors. You agree not to use the Service in any manner that interferes with its normal operation or with any other User's use of the Service.

5.5 You may not do any of the following while accessing or using the Service:

a. access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers;

b. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

c. access or search or attempt to access or search the Service by any means other than through our currently available, published interfaces that are provided by us, unless you have been specifically allowed to do so in a separate agreement with us;

d. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information;

e. disrupt or interfere with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or otherwise creating an undue burden on the Service;

f. use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any page of the Service. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any part of the Service;

g. access the Service by any means except through the interface provided by Company for access to the Service. Creating or maintaining any link from another application to any page at the Service without the prior authorization of Company is prohibited. Running or displaying the Service, or any information or material displayed via the Service in frames or through similar means on another website or application without the prior authorization of Company is prohibited. Any permitted links to the Service must comply with all applicable laws, rule and regulations.

5.6 Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

5.7 Furthermore, you herein agree not to make use of the Service for:

a. uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;

b. causing harm to any minor in any manner whatsoever;

c. impersonating any individual or entity, including, but not limited to, any Company, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;

d. forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;

e. uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;

f. uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;

- g. uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h. uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- i. disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions;
- j. interfering with or disrupting any of the Service, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any software and/or routine to bypass the robot exclusion headers;
- k. intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- l. providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Nationality Act;
- m. stalking or with the intent to otherwise harass another individual; and/or,
- n. collecting or storing of any personal data relating to any other user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

## **6. INTELLECTUAL PROPERTY**

Except as may be provided herein and excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights in the Service, including, but not limited to, copyrights, patents, trademarks, and trade secrets, the website design, application design, graphics, text, sounds, pictures, and other files and the selection and arrangement thereof (collectively the "Materials") are owned by the Company or the Company Suppliers and/or its licensors, and are subject to and protected by international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners. Company authorizes you to view, and/or print the Materials provided that you keep intact all copyright and other proprietary notices contained in the original Materials. Except as expressly authorized by these Terms, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, scrape, copy, exploit, create derivative works or

otherwise use any of the Materials in any form or by any means, without the prior written authorization of Company or the respective copyright owner. In the absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or commercial resale purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, “Marks”) contained or described in the Service are the sole property of Company or the Company Suppliers and/or its licensors and may not be copied, altered or otherwise used, in whole or in part, without the prior written authorization of Company or the Company Suppliers and/or its licensors. Company reserves the right to enforce its intellectual property rights fully under the law.

## **7. LICENSE.**

7.1 Subject to these Terms, the Company grants you a limited non-transferable, non-exclusive, revocable, non-sublicensable licence to use and access the Service solely for your own personal or internal business purposes. This includes, but is not limited by, the startup and investor data, graphics, interfaces, data encryption methodologies, business model, scoring mechanisms, reward mechanisms, trust mechanisms and competition workings.

7.2 Neither these Terms, nor your access to the Service transfers to you or any third party any rights, title or interest in or to intellectual property rights as detailed in Section 6 herein. The Company and its suppliers reserve all rights not granted in these Terms. Company retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. All rights not expressly granted herein by Company to you are fully reserved by Company, its advertisers and licensors.

## **8. LEADERBOARDS AND COMPETITION.**

8.1 The Company may, from time to time, host leaderboards to analyse user performance on the Service across various metrics. You agree to let the Company display your username and associated information on the Service leaderboards. The Leaderboards may include competitive metrics such as your TrustScore rank, portfolio performance rank, upvotes rank other such metrics. The Company does not guarantee the accuracy of any information contained on the leaderboards.

8.2 In the case of Competitions, users may collaborate as part of a team but this must be specified in the application to that competition. An individual user may not participate in multiple teams in the same competition.

8.3 In the event you decide to participate in a competition, you agree to waive any claims, damages and demands of every kind, suspected or unsuspected, disclosed or undisclosed, known or unknown from any information you choose to submit.

## **9. USER CONTENT.**

9.1 “User Content” means any and all information and content that a user submits to, or uses with, the Services, including but not limited to, content in the user’s profile or postings and your portfolio data of the cryptocurrency assets you hold. You may choose to enter this information manually or, where available, synchronize your portfolio third party websites such as cryptocurrency exchanges. The

Company does not verify the accuracy or completeness of portfolios and these may therefore be subject to errors. A summary of your portfolio is available within the Service.

9.2 You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate any of the Terms of Service.

9.3 You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates this Terms of Service in any way.

9.4 Company does not and is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content.

9.5 You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free, sublicensable, transferable and fully paid, worldwide license to use, reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Service (and the Company's successors' and affiliates). Copies of your User Content may also be retained by the Company on their servers even after you have removed or deleted data.

9.6 You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

9.7 We may, at our discretion, pre-screen User Content submission and may choose to remove User Content at any time we see fit. You agree that the Company is not responsible for any financial loss, liability or damage of any kind that you may incur as a result of removing or refusing to publish User Content.

9.8 We reserve the right, but have no obligation, to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms of Service or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

9.9 You understand that the Company is not liable for any third-party communications that you may receive from third parties or affiliates of the Company, in connection with your account. You are solely responsible for evaluating and verifying the identity and trustworthiness of any correspondence you receive. The Company makes no representations or warranties with regards to the accuracy, trustworthiness or identity of third-party communications.

## **10. SUGGESTIONS AND IMPROVEMENTS.**

By sending us any ideas, suggestions, documents or proposals (“Feedback”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Company and its users any claims and assertions of any moral rights contained in such Feedback.

## **11. THIRD PARTY SITES & SERVICES.**

11.1 The Service may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Sites”). Links provided via the Service to Third-Party Sites are provided only as a convenience. If you use these links, you may leave the Service. Company does not control nor endorse any such Third-Party Sites. You agree that the Company Parties, as defined below, will not be responsible or liable for any content, goods or services provided by such Third-Party Sites or for your use or inability to use such Third-Party Sites. You will use such Third-Party Sites at your own risk.

11.2 You are advised that other websites on the Internet, including Third-Party Sites linked from the Service, might contain material or information: a) that some people may find offensive or inappropriate; b) that is inaccurate, untrue, misleading or deceptive; or, c) that is defamatory, libelous, infringing of others’ rights or otherwise unlawful. Company expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services that appear on any Third-Party Sites or in advertisements or content that Third-Party Sites may have in the Service.

11.3 Your interactions with organizations and/or individuals and Third-Party Sites and Third-Party companies found on or through the Service including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You agree and acknowledge that Company shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with, or relating to, the products and services of a Third-Party.

## **12. NO INVESTMENT OR PROFESSIONAL ADVICE.**

12.1 The Company is not and does not claim to be an investment manager, investment advisor, broker or dealer and nothing herein shall constitute a sale or offer to buy, sell or recommend to users on the merits of any particular transactions, blockchain projects, securities or companies.

12.2 In the event the Company or one of its representatives provide any information to you on trading recommendations, news updates, price updates, project scores, advertisements for new cryptocurrencies or any information, you acknowledge that this does not constitute or impose any obligation of due diligence or transaction recommendations on behalf of the Company or its representatives. You



understand that the Company is neither endorsing or promoting any particular cryptocurrency and gives no representation as to the accuracy or completeness of any related information provided.

12.3 You understand that it is your sole responsibility to make your own investment decisions based on personal due diligence, research into the risks and merits of each transaction, your financial situation, risk tolerance and other personal investment criteria. You also warrant that you have sufficient knowledge, experience and market sophistication to make your own investment decisions.

12.4 You assume all responsibilities and obligations concerning all transactions, investment strategies and recommendations made as a result of using the Service. The Company makes no warranties with regards to the suitability of cryptocurrency transactions and assumes no fiduciary duties whatsoever in its relations with you. All information provided to you is for informational purposes only, does not constitute investment or professional advice, and is not intended for trading or investment purposes.

12.5 **Payment Processing Methods.** Company may make available various payment processing methods to facilitate the use of the Service. You must abide by any relevant terms and conditions or other legal agreement with third party payment processors, that govern your use of a given payment processing method. Company may add or remove payment processing methods at its sole discretion and without notice to you. Company provides these payment processing methods as a matter of convenience only and under no circumstances shall the Company be considered to be managing User funds and your use of any such payment processing is at your own risk.

12.6 You acknowledge and understand that it is your sole responsibility to determine the legality and taxation implications of any transactions you decide to engage in after using Service.

### **13. TERM AND TERMINATION.**

Subject to this Section, these Terms will remain in full force and effect while you use the Service. We may suspend or terminate your rights to use the Service (including your Account) at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms.

Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases.

The Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. You may terminate your use of the Company Service at any time

### **14. REPRESENTATIONS.**

You expressly represent, warrant, and/or acknowledge that:

14.1 Company does not warrant or guarantee the suitability or availability of any Material or Content, including without limitation any, data, products or services, found through the Company Service.

14.2 Company does not screen the authenticity or quality of any Material or Content or any provider of Material or Content, including, data, products or services found through the Company Service.

14.3 Company makes no representations or promises regarding any Material or Content, and that many of the Material or Content provided via the Company Service may be owned or licensed by third parties.

14.4 Company is not a party to any transaction between you and any provider of Thirty-Party products or services via the Company Service. Any dispute shall be resolved between yourself and the provider of such products or services or your customer.

14.5 Any information, including any data, Materials, or Content on the Company Service, including on any Facebook, Instagram or Twitter page, are for informational purposes only.

14.6 You assume all risk when using the Company Service, including all the risks associated with any online or offline interactions with other users, providers of products and services, and from additional fees or charges from your mobile carrier.

14.7 You are of legal age to form a binding contract and are at least the age as noted in paragraph 5 herein, or of age or you have the authority of such legal entity to form a binding contract; all registration information you submit is accurate and truthful; you will maintain the accuracy of such information; and you are legally permitted to use and access the Company Service and take full responsibility for the selection and use of and access to the Company Service.

14.8 The Company will have no obligation to provide you with any support or maintenance in connection with the Service.

14.9 Company makes no representation that the Service is appropriate or available for use in any particular jurisdiction or country. Use of the Service is made on your own initiative and you are responsible for compliance with all applicable laws, including but not limited to, requirements that Users may be subject to regulatory approval, licensing or any other required registration in your country of citizenship or residence. You agree that you will not access the Service from any territory where its contents are prohibited, and that you, and not the Company, are responsible for compliance with applicable laws.

## **15. WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

You expressly understand and agree that:

15.1 Your use of the Service is at your sole risk. The Service and the associated materials and content are provided on an “as is” and “as available” basis. Except as otherwise expressly provided in these Terms of Service, Company, its parent, subsidiary and other affiliated companies, and their respective officers, directors, employees, agents and other representatives (collectively, the “Company Parties”), expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a purpose and non-infringement. Without limiting the generality of the foregoing, the Company Parties make no warranty that: (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) information that may be obtained via the Service will be accurate or reliable; (iv) the quality of any and all products, services, information or other material, including all merchandise, goods and services, obtained or purchased by you directly or indirectly through the Service will meet your expectations or needs; (v) and (vi) any errors in the Service will be corrected.

15.2 The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the company service, including any liability: (i) as a publisher of information; (ii) for any incorrect or inaccurate information or any ‘bug’ of the company service; (iii) for any unauthorized access to or disclosure of your transmissions or data; (iv) for statements or conduct of any third party on or via the Service; (v) for any disputes between users of the Service or between a User of the Service and a third party; (vi) for lost data; (vii) cost of procurement of substitute products or services; (viii) for any technical malfunction that may arise from problems with computer systems, software code, servers, computer equipment, mobile phones, software, infrastructure connections or any combination thereof. or (ix) for any other matter relating to the Service or any third party. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises the Company Parties of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between the Company and you. The products, information and services offered on and through the Service would not be provided to you without such limitations.

15.3 Notwithstanding the foregoing, the sole and entire maximum liability of the Company Parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to fifty dollars (\$50), in the aggregate.

15.4 You agree that regardless of any statute or law to the contrary, any claim you may bring must be filed within one (1) year after the cause of action accrues or it will be permanently barred.

15.5 Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

15.6 If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

15.7 You acknowledge that blockchain applications are code subject to flaws and acknowledge that you are solely responsible for evaluating any available code provided by the Services. You further expressly acknowledge and represent that applications can be written maliciously or negligently, that the Company cannot be held liable for your interaction with such applications. These warnings and others later provided by the Company in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Service.

**16. INDEPENDENT CONTRACTOR.** Users perform tasks in their personal capacity as an independent contractor and not as an employee of another user or Company. As a user performing a task, you agree that: (a) you are responsible for and will comply with all applicable laws and registration requirements, including those applicable to independent contractors and maximum working hours regulations; (b) these Terms do not create an association, joint venture, partnership, franchise, or employer/employee relationship between you and another user, or you and the Company; (iii) you will not represent yourself as an employee or agent of another user or the Company; (iv) you will not be entitled to any of the benefits that the Company may make available to its employees, such as vacation pay, sick leave, and insurance programs, including group health insurance or retirement benefits; (v) you shall be solely responsible for all excise, self-employment and other taxes relating to the receipt of payments hereunder, and (vi) you are not eligible to recover worker's compensation benefits in the event of injury. As an independent contractor, the user is free at all times to provide services to persons or businesses other than for the Company, including any competitor of the Company. The user does not have authority to enter into written or oral (whether implied or express) contracts on behalf of the Company. As a user, you will not engage another user in any way that may jeopardize that user's status as an independent contractor performing tasks for you. Users may not require an exclusive relationship.

**17. INDEMNIFICATION.**

17.1 You agree to indemnify, defend and hold harmless the Company Parties against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys' fees), resulting or arising from or relating to your use of the Service, any activity related to your account by you or any other person permitted by you, any Content that you submit to, post on or transmit through the Service, your breach of these Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Service. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.

17.2 You hereby release and forever discharge the Company Parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service, including any interactions with, or act or omission of, other Service users or any Third-Party sites, including but not limited to: (i) your use of the Service, (ii) any activity related to your accounts by you or any other person, (iii) your violation of these Terms; (iv)

your infringement or violation of any rights of another, (v) your violation of applicable laws or regulations, or (vi) your User Content.

17.3 Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **18. COPYRIGHT POLICY.**

The Company respects the intellectual property of others and asks that users of our Service do the same. In connection with our Service, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Service who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Service, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification pursuant to the Copyright, Designs and Patents Act 1988 must be provided to our designated Copyright Agent:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and email address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

## **19. CALIFORNIA CONSUMER AFFAIRS.**

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

## **20. ELECTRONIC COMMUNICATIONS.**

The communications between you and Company use electronic means, whether you use the Service or send us emails, or whether Company posts notices on the Service or communicates with you via email. By using the Service, you consent to receiving electronic communications from us.

For contractual purposes, you

- consent to receive communications from Company in an electronic form;

- and agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hard copy writing.

The foregoing does not affect your non-waivable rights. These Electronic Communications may contain important information not limited to but including changes to our terms, fees and privacy. You understand that any electronic communications will satisfy any of the Company's legal requirements, and in particular those that must be communicated in writing.

## **21. PAYMENTS**

21.1 You agree to pay all applicable fees related to use of the Service, the details of which are communicated within the Service or other communication from the Company. All payments must be made in the currency stated on the WIND Platform, unless otherwise agreed to in writing by one of the Company directors.

21.2 Should your payment be late or should your card be refused by our payment process agent, we may suspend or terminate your account. By providing a payment method such as a credit or debit card, you acknowledge and expressly authorise the Company and our third-party payment process agent, to charge the applicable fees including relevant taxes, at specified intervals based on your subscription plan. You understand that if for any reason, we are not able to collect your payment, we will issue you with an invoice instead. Such invoices will accrue a late payment interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

21.3 Your card will be charged on the date that you first sign up for one of the Company's' paid subscription plans. Your subscription will be renewed either monthly or annually, depending on the subscription plan you chose. Yearly subscriptions must be cancelled at least 35 days prior to the anniversary date. To cancel your subscription, email: [info@windprotocol.com](mailto:info@windprotocol.com). Please note that any subscription fees charged prior to the effective date of cancellation will not be refunded.

21.4 In order to use the Services, an Ethereum wallet address is created for each user upon registration. The platform operates with Ether or ERC20 compatible tokens. Payment to users will occur upon completion of tasks or, in the case of a competition, upon the end of the competition period and subject to the competition terms.

## **22. TAXES**

You are solely responsible for the payment of any taxes in connection with your use of the Service. This includes export taxes, duties, value-added taxes or other such taxes levied from your use of Service. Should the Company be required to settle taxes on your behalf, you understand and agree to reimburse the amounts paid by the Company.

## **23. U.S. EXPORT CONTROLS**

The Service may be subject to United States export controls. No part of the Service may be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury

Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **24. FORCE MAJEURE.**

A party will be not being considered in breach or in default because of and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- a. notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- b. use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

#### **25. GOVERNING LAW, JURISDICTION.**

This Agreement shall in all respects be construed in accordance with and governed by the Laws of England and Wales. Any controversy, claim, suit, injury or damage arising from or in any way related to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of The London Court of International Arbitration then in effect. Any suit involving enforcement of a decision arising as a result of such Arbitration may be brought only in the courts of the aforementioned jurisdiction. Users consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. Company may seek any interim or preliminary relief from a court of competent jurisdiction in the aforementioned jurisdiction necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Section 25 shall not prevent a party from submitting to a court of law any information necessary to enforce this Section, to enforce an arbitration award, or to seek injunctive or equitable relief.

This Section 25 will survive the termination of your relationship with Company.

#### **26. MISCELLANEOUS.**

26.1 These Terms of Service constitute the entire agreement between Company and each user of the Company Service with respect to the subject matter of these Terms of Service.

26.2 If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.

26.3 The failure of the Company Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Service. You may not assign your obligations or rights hereunder to another entity or individual. We may transfer, assign or delegate these Terms of Service and its rights and obligations without your consent.

26.4 We shall have no liability to you hereunder if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of us or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

26.5 No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind us in any respect whatsoever.

24.6 No action arising out of these Terms of Service or your use of the Company Service, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

## **27. CUSTOMER SERVICE.**

If you have any comments or questions regarding these Terms of Service or wish to report any violation of these Terms of Service, you may contact us at the address below.

Email: [info@windprotocol.com](mailto:info@windprotocol.com)