



## TERMS OF USE

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BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT THE AGREEMENT" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS TERMS OF USE, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I ACCEPT THE AGREEMENT" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TERMS OF USE AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF USE, CLICK THE "CANCEL" BUTTON AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

You may receive a copy of these Terms of Use by contacting Genesis at: [info@genesisfound.io](mailto:info@genesisfound.io).

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The use of the Site may require You to create an Account with Genesis ("Account") on the Site. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account's creation to no longer be current, complete or accurate.

The following restrictions and conditions apply to the use of services and creating and maintaining the Account (as such term defined below):

- a. You shall not create an account in connection with the Site and/or Service (an "Account"), or access Service if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally competent to use the Site;
- b. You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of Site by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors;
- d. You shall not create an Account if you have already created one Account on the Site;
- e. You shall not have an Account or use Service if you have previously been removed by Genesis from the Site;



f. You shall not use Service if you are citizen or resident of: United States of America, People's Republic of China, Canada, New Zealand, Iceland, South Korea, North Korea, Taiwan, Afghanistan, Pakistan, Iran, Syria, Yemen, Somalia, Sudan, South Sudan, Central African Republic and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-08-04.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf)) or countries where cryptocurrency is prohibited;

h. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spam and spam) to any other user or third party;

i. You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Site to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the platforms underlying code or technical mechanisms; cause damage to the Site or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site.

j. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Genesis's written permission;

k. You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Genesis's consent.

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These Terms of Use may be amended by Genesis upon notice given by one or more of the following means: through the Site at or after you login to your Account, by the email communication to the address provided by you when you setup your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Site regularly to ensure that you are aware of all terms governing your use of this Site. In addition, specific terms and conditions may apply to specific content, products, materials, Service or information contained on or available through this Site (the "Content") or transactions concluded through this Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

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**[GES ICO Agreement](#)**

**[Genesis AML/KYC Policy](#)**

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IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

### **Limitations**

Any use of the Service in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Service and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY GENESIS DIGITAL PRODUCT SUCH AS GES TOKEN OR THE SITE IS A VIOLATION OF GENESIS POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.

You agree that you will not, under any circumstances:

- a. Engage in any act that Genesis deems in its reasonable discretion to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms of Use, our service rules, ICO rules or any other policies;
- b. Make improper use of Genesis's Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel; or
- c. Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- d. Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Service;
- e. Use the Service in order to design or assist in the design of exploits, automation software or any other

- unauthorized third party software designed to modify or interfere with the Services;
- f. Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Service, Site (each a "Server");
  - g. Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Service, or other attempts to disrupt the Service; or
  - h. Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Genesis, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;
  - i. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
  - j. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
  - k. Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Genesis employee;
  - l. Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Use;
  - m. Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Genesis;
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  - p. Solicit or attempt to solicit personal information from other users of the Service;
  - q. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service; or
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  - s. Publicly disseminate information about the types and methods of violations of these Terms of Use and ICO Agreement, as well as publicly call for violation of these Terms of Use and ICO Agreement.
  - t. Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
  - u. register and use to access to the Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, Genesis has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.
  - v. use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to purchase GES tokens or Services or for any other purposes.

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Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE SERVICE IN ANY WAY.

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A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located on the Site;

Your address, telephone number, and e-mail address;

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

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ANY ATTEMPT BY YOU TO DAMAGE GENESIS SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF GENESIS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, GENESIS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **Indemnification**

You hereby agree to indemnify and hold harmless Genesis, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by User Materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

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Genesis may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or the Genesis Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Genesis's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

#### **Applicable Law and Jurisdiction**

This Terms shall be governed, construed, and enforced in accordance with the law of England and Wales. All disputes and differences arising between the Parties are to be settled by the Parties through negotiations.

In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receiving.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure).

The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

