

# EMJAC.IO WEBSITE TERMS OF USE

Emjac.io (“Emjac”), Terms of Use (“Terms”).

ATTENTION:

**Notice to the User:**

You as the user of emjac.io website (“website”), and/or services (as described below), you acknowledge and to be legally bound by and hereby consent to these Terms and the Privacy Policy. If you do not agree to these Terms or Privacy Policy, then you may not use or access the website.

Please read this Terms carefully before checking the box for “I Agree with the Terms” and press “Next” as such actions will form your consent to be bound by these Terms. If you do not accept these Terms, do not check the box for “I Agree with the Terms” nor press “Next” nor use the website or access to any of Emjac’s services.

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

**Terms:**

Emjac makes this website including all information, graphics, documents, text, products and services and all other elements of the website (“services”) available for your use subject to these Terms.

We reserve the right to change these Terms and/or modify, discontinue, disable or terminate the website or services (or any part or feature thereof) at any time, without prior notice. If we make changes to the Terms we will post an updated version on the website or provide you with notice of the change. Your continued use of the website or services following the posting of such updated version constitutes your acceptance of any changes to the Terms. Please check the Terms section on the website from time to time to keep apprised of any such updates. In addition, specific terms and conditions may apply to specific content, products, materials, Service or information contained on or available through the website (“Content”) or transactions concluded through the website. Such specific terms may be in addition to these Terms or, where inconsistent with these Terms, only to the extent the content or intent of such specific terms is inconsistent with these Terms, such specific terms will supersede these Terms.

Emjac provides website features and other products and/or services to you when you visit website. Please read our Privacy Policy to understand how we collect and process your personal information through the website.

By accessing the website, you represent and warrant that you are at least 18 years old or, if younger than 18, are at least 13 or older and have parent’s or guardian’s permission to access the service.

You may be permitted to register or otherwise create a user account (“account”), user name or password that allow you to access or receive certain content and/or participate or utilize certain features of the website and/or service, including features in which you interact with Emjac, its affiliates or other users. You represent and warrant that the information provided in your registration is complete and accurate to the best of your knowledge, and you will inform Emjac of any changes to your account information. You are responsible for the use of any password you create as part of your registration and for maintaining its confidentiality. You agree that we may use this password to identify you. We reserve the right to deny, restrict or terminate your access to any content or feature reached via such registration process for any reason, in our sole discretion.

Account registration data and any other information we obtain about you will be used in accordance with our Privacy Policy. By submitting information to us as part of any account registration, you consent to the transfer of such information outside of your country. We reserve the right to access and disclose any information about you (including personal data given in your account registration) in order to comply with applicable laws, regulations, court orders or lawful governmental requests; to operate our systems appropriately; and to protect our rights and the safety or interest of others, at our sole discretion. Through use of your personal computer or other electronic devices (“devices”) and the website, you may create an account and use the services. You hereby agree that Emjac, its partners, its employees and representatives acting on behalf of Emjac, on their own and at its sole discretion may evaluate the information and evidences provided and make a decision to terminate or restrict your access to the website and/or Emjac Tokens sale, and such a decision is not subject to review or appeal.

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 website and/or service if you are not at least 18 years old or, if younger than 18, are at least 13 or older and have parent’s or guardian’s permission to access the service; and meet all the other eligibility criteria (fully able and legally competent) and residency requirements herein described.
- b) You shall monitor your account to restrict the 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 the website by minors in connection with your account. You are solely responsible for any use of your virtual currency wallet or other payment instrument by minors.
- c) You shall not create an account if you already have created an account on the website.
- d) You shall not have an account or use the website and/or service if you have previously been removed by Emjac from the website and/or service.
- e) You shall not use the website and/or service if you are citizen or resident of the United States of America; People’s Republic of China; Canada; Singapore; New Zealand; Iceland; Thailand; Afghanistan; Burundi; Balkan; Myanmar; Cote d’Ivoire; Cuba; Democratic Republic of Congo; Democratic People’s Republic of Korea; Iran; Iraq; Liberia; Lebanon; Libya; North Korea; Rwanda; Sierra Leone; Somalia; Sudan; Syria; Tanzania; Uganda; Zaire; Zimbabwe; 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 virtual currency is prohibited.

- f) 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.
- g) 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. You represent and warrant that you will not use the website 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 website's or the platforms underlying code or technical mechanisms; cause damage to the website or Emjac through any means; including – but 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 website.
- h) You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your account to anyone without Emjac's written permission.
- i) You shall not access or use an account that has been sublicense, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original account creator without Emjac's consent.

Notwithstanding the foregoing, Emjac may refuse to provide the service to any person for any reason or no reason whatsoever.

By accepting these Terms you hereby acknowledge that you have read and agreed with the following legal documents:

- Privacy Policy
- AML/KYC Policy

**Warranties and disclaimers:**

Although care has been taken to ensure the accuracy of the information on the website, Emjac assumes no responsibility as to the accuracy of the content. All the content is provided "as is" and "as available". Emjac hereby expressly disclaims any representations or warranties of any kind, expressed or implied, including without limitation warranties of merchantability, fitness for any particular purpose, non-infringement, or as to the operation of this site or the content. Emjac does not warrant or make any representations as to the security of this site. You acknowledge any information sent may be intercepted. Emjac does not warrant that the website or the servers which make this website available or electronic communications sent by Emjac are free from viruses or any other harmful elements. Except agreed by Emjac in writing, contractors, agents, dealers or distributors of Emjac or any other third party shall not have a right to modify this limited warranty, nor to make any additional warranties.

The use of the website and access to the services through the website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your devices, loss of data, or other harm that results from such activities. Emjac assumes no liability for any computer virus or other similar software code that is downloaded to your devices from the website or in connection with any services or products offered through the website. No advice or information whether oral or written, obtained by you from Emjac or from the website shall create any warranty not expressly stated in these Terms or specific terms as amended from time to time.

The website may contain references to specific Emjac's services that may not be (readily) available in a particular country or region. Any such reference does not imply or warrant that any such products or service shall be available at any time in any particular country or region.

In no event shall Emjac or any of its affiliates be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption), under any theory of liability, resulting from, arising out of or in connection with the use of, or inability to use the website or the content, products, service, the statements or actions of any third party on or through this website, any unauthorized access to or alteration of your transmission or data, any information that is sent or received, or not sent or received, any failure to store data, any loss of data, loss or damage to files, loss or damage to the content, any services available through the website that are delayed or interrupted, even if Emjac has been advised of the possibility of such damages. Any action brought against Emjac pertaining to or in connection with the website must be commenced and notified to Emjac in writing within one (1) year after the date that the cause for action arose. This limitation of liability shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation.

If the 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 the applicable law.

**Limitations:**

Any use of the website or services in violation of these terms is strictly prohibited and can result in the immediate termination of the service and/or access to the website 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 of Emjac's digital products, or the website is a violation of Emjac's policy and may be a violation of applicable laws.

You agree that you will not, under any circumstances:

- a) Engage in any act that Emjac deems in its reasonable discretion to be in conflict with the spirit or intent of the website and/or service, including but limited to circumventing or manipulating these Terms, our service rules, token sale rules or any other policies.
- b) Make improper use of Emjac's services, including – without limitation – by submitting false personal information or using profane and abuse language in your communications with our personnel.
- c) Use the website, 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 website.
- e) Use the website 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 website or services.
- f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the website or service.
- 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 website or service, or other attempts to disrupt the website or service.

- h) Attempt to gain unauthorized access to the website, accounts registered to others or to the computers, servers, or networks connected to the website or service by any means other than the user interface provided by Emjac, 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 website.
- 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 website 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 Emjac employee.
- l) Interfere or attempt to interfere with the proper functioning of the website or connect to or use the website in any way not expressly permitted by these Terms.
- m) Use, facilitate, create, or maintain any unauthorized connection to the website, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the website; or (2) any connection using programs, tools, or software not expressly approved by Emjac.
- n) Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the website, or to obtain any information from the website using any method not expressly permitted by Emjac.
- o) Copy, modify or distribute rights or content from any website or service, or Emjac's copyrights or trademarks or use any method to copy or distribute the content of the website except as specifically allowed in these Terms.
- p) Solicit or attempt to solicit personal information from other users of the website;
- 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 website; or
- r) Upload or transmit or attempt to upload or transmit, without Emjac's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").
- s) Publicly disseminate information about the types and methods of violations of these Terms, as well as publicly call for violation of these Terms.
- 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 website more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, Emjac 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 use website, services or for any other purposes.

**Term and termination:**

These Terms are immediately applicable after you check on the box for “I Agree with the Terms” and press “Next” and continue in perpetuity unless otherwise terminated by Emjac. Emjac expressly reserves the right to change, suspend or discontinue all the website and/or services or portion thereof, at any time, and may terminate your use of the website and/or services at any time. Without prejudice to any other rights, these Terms will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms, you must immediately cease using the website including without limitation any use of Emjac’s trademarks, trade names, copyrights and other intellectual property.

Without limiting any other remedies, Emjac may limit, suspend, terminate, modify, or delete accounts or access to the website or service or portions thereof if you are, or Emjac reasonably suspects that you are, failing to comply with any of this terms or for any actual or suspected illegal or improper use of the website, with or without notice to you. You can lose access to your account as a result of account termination or limitation, as well as any benefits, or services associated with your use of the website, and Emjac is under no obligation to compensate you for any such losses or results.

Without limiting our other remedies, we may limit, suspend or terminate the service and user accounts or portions thereof, prohibit access to our sites, and their content, services and tools, delay or remove hosted content, and take technical and legal steps to prevent users from accessing the service if we believe that they are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our terms or policies. Additionally, we may, in appropriate circumstances and at our sole discretion, suspend or terminate accounts of users who may be repeat infringements of third party intellectual property rights.

Emjac reserves the right to stop offering and/or supporting the website or part of the website at any time either permanently or temporarily, at which point your license to use the website or a part thereof will be automatically terminated or suspended.

Termination of your account can include disabling your access to the website 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.

**Your Warranties:**

You hereby warrant that:

- a) All information provided by you to Emjac in connection with the website and/or services is true and accurate.
- b) You have full power and authority to enter into the terms of use

- c) You shall perform all of your obligations under these Terms in accordance with applicable laws.
- d) Your materials and other content (“user materials”) that you make available to Emjac or other users of the website and that is not provided by Emjac, or website do not (1) infringe any intellectual property rights of any third party, (2) constitute defamation, libel or obscenity, (3) result in any consumer fraud, product liability, breach of contract to which you are a party or cause injury to any third party, (4) promote violence or contain hate speech, (5) violate any applicable law, statute, ordinance, or regulations, or (6) contain adult content or promote illegal activities.

The website may provide links to other sites that are not under the control of Emjac. Emjac shall not be responsible in any way for the content of such other sites. Emjac provides such links only as a convenience to the user of this site, and the inclusion of any link to any such websites does not imply endorsement by Emjac of the content of such websites.

#### **Third Party Materials:**

In order to use the website and/or services, you may need to obtain and/or use certain third-party products (i.e. devices), services and/or materials (“Third Party Materials”). Third Party Materials are (i) not licensed hereunder; (ii) not under Emjac’s control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of the website and/or services. Notwithstanding any provision to the contrary herein, nothing in these Terms shall be construed as to grant you any rights or licenses with regard to such Third Party Materials or to entitle you to use such Third Party Materials.

#### **Intellectual Property:**

You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in the website are vested in Emjac and/or its licensors and Emjac and/or its licensors are the sole and exclusive owners thereof. All rights in the website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the website, its products or services except as expressly authorized herein. Except as otherwise provided, the content published on the website may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of Emjac is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

Emjac hereby disclaims any rights to trademarks, services marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material is the property of their respective owners. Emjac disclaims any proprietary interests in the intellectual property rights other than its own.

#### **Notice and Procedure for Making Claims of Copyright Infringement:**

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Emjac the written information specified below. Please note that this procedure is exclusively for notifying Emjac and its affiliates that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 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;
- A statement by you made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**Unlawful or Prohibited Use:**

You may not use the website for any purpose that is unlawful, prohibited by these Terms, or in any way interferes or attempts to interfere with the proper working of the website. You may not use the website in any manner that could damage, disable, overburden, or impair the website and/or the services, or that interferes with any other party's use and enjoyment of the website and/or the services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Emjac to all users of the website. You agree that you will not use any third-party software that intercepts, "mines," or otherwise collects information from or through the website and/or Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Emjac to all users of the website and/or services. You shall not institute, assist, or become involved in an attack upon any of Emjac's servers or otherwise attempt to disrupt the Emjac's servers.

Any attempt by you to damage Emjac's servers or undermine the legitimate operation of Emjac is a violation of criminal and civil laws and, should such an attempt be made or assistance for such an attack be provided, Emjac 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 Emjac, 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, 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.

**Linking to the Site:**

Linking to the website is permitted provided that you comply with these rules. You may link to the home page of the Site or to any other page of this website. However, you are not allowed to use in-line linking or framing. You must not imply that Emjac endorses or sponsors the linker or its website, products or services. You must not use Emjac's intellectual property including but not limited to trademarks, trade name, copyright without permission from Emjac. Furthermore, you agree to remove the link at any time upon our request.

**Assignment:**

Emjac may assign, transfer or delegate these Terms or the fulfillment of any of its obligations pursuant to these Terms and/or the 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 or Privacy Policy without Emjac'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:**

These Terms shall be governed, construed, and enforced in accordance with the laws of the Singapore.

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 the claim.

Any dispute, controversy or claim arising out of or in connection with this Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singaporean International Arbitration Centre 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.