

## ALETHENA USER AGREEMENT

This is a contract between you and:

Equility AG, a private limited company incorporated in Switzerland, with company number CHE-460.255.304 and whose registered office is Dammstrasse 16 in 6300 Zug, Switzerland. Alethena is the name of the rating platform. Equility AG is the legal entity that is the sole owner of the Alethena brand and all its intellectual property.

References in this Agreement to "Alethena", "we", "our" or "us", are to Equility and/or Alethena depending on the context, and references to "you" or "your" are to the person with whom Alethena enters into this Agreement.

By signing up to use an account through alethena.com, or any of our associated websites, APIs, or mobile applications (collectively the "**Alethena Site**"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our [Alethena Privacy Policy](#).

*\*Alethena is compensated by rated entities for completing the ratings reports available on alethena.com. Alethena does not endorse or recommend any of the projects that are rated on alethena.com. Alethena does not provide investment, financial, or legal advice. The reports are based upon information available to the public and private information that was made available to Alethena. The information contained within the reports have been compiled from sources deemed to be both expert and reliable, however no statement is made which guarantees the accuracy, completeness, nor the timeliness of this information. Thus, this information should not be relied upon as such. Any opinions expressed herein reflect a **PROFESSIONAL JUDGEMENT** at the date of publication and are subject to change. Please read our full [Disclaimer](#) for more information. \**

[Last updated: July 27, 2018]

### 1. ALETHENA SERVICES.

**1.1. Eligibility.** To be eligible to use the Alethena Services, you must be at least 18 years old.

**1.2. Alethena Services.** The following services ("**Services**") may be made available by Alethena to users that fulfill certain eligibility criteria:

- Rating Reports

**1.3. Fees:** A full list of Alethena fees can be found on Pricing and Fees Disclosures page.

### 2. ALETHENA ACCOUNTS AND ACCESS.

**2.1. Registration of Alethena Account.** In order to use the Alethena Services you will need to register for a Alethena account ("**Alethena Account**") by providing your name, an e-mail address, password, and accepting the terms of this Agreement and our

[Privacy Policy](#). We may, in our sole discretion, refuse to open an Alethena Account for you, or limit the number of Alethena Accounts that you may hold.

**2.2. Access.** To access the Alethena Services, you must have the necessary equipment (such as a smartphone or tablet) and the associated telecommunication service subscriptions to access the Internet. The Alethena Services can be accessed directly using the Alethena Site.

### 3. LIABILITY

**3.1. Release of Alethena** If you have a dispute with one or more users of the Alethena Services, you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

**3.2. Indemnification.** You agree to indemnify us, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to your breach and / or our enforcement of this Agreement (including without limitation your breach of our Behaviour Policy or our Policy on Prohibited Use, Prohibited Businesses and Conditional Use) or your violation of any law, rule or regulation, or the rights of any third party.

**3.3. Limitations of Liability.** We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

**3.4. Limitation of loss.** In no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

(i) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical trading losses, even if we are advised of or knew or should have known of the possibility of the same. We provide no investment advice whatsoever.

(ii) any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;

(iii) any loss of use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and / or any interruption in any such data;

(iv) any loss or damage whatsoever which does not stem directly from our breach of this Agreement; and / or

(v) any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

**3.3. Applicable law.** The limitation of liability in this Section 3.4 is subject to any obligations that we have under applicable law and regulation, including our obligation to exercise reasonable care and skill in our provision of the Alethena Services. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, deliberate misconduct, for death or personal injury resulting from either our or our subcontractor's negligence.

**3.4. No Warranties.** The Alethena services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Alethena Site, any of the Alethena Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

We make no representations about the accuracy or completeness of historical Digital Currency price data available on the Alethena Site.

**3.5. Safety and Security of Your Computer and Devices.** Alethena is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. Alethena customer support will never ask to screen share or otherwise seek to access your computer or account; similarly, we will not ask for your two factor authentication codes. Always log into your Alethena Account through the Alethena Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

**3.6. No Liability for Breach.** We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

## **4. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION**

**4.1. Contact Alethena.** If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at [privacy@alethena.com](mailto:privacy@alethena.com).

When you contact us please provide us with your name, address, and any other information we may need to identify you, your Alethena Account, and the transaction on which you have feedback, questions, or complaints.

**4.2. Complaints.** In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge receipt of your complaint if you contact us via [privacy@alethena.com](mailto:privacy@alethena.com). A Customer Complaints officer ("**Officer**") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided and any information provided by Alethena. Within 15 business days of our receipt of your complaint the Officer will address all points raised in your complaint by sending you an e-mail ("**Resolution Notice**") in which the Officer will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative solution. In exceptional circumstances, if the Officer is unable to respond to your complaint within 15 business days for reasons beyond Alethena's control, the Officer will send you a holding reply indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Officer will respond to your complaint (which will be no later than 35 business days from our receipt of your complaint).

**4.3. Offers.** Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

**4.4. Claims.** You agree to use the complaints procedure set out at Section 4.2 of this Agreement. If you do not follow the procedures set out in this Section 4 before filing a claim in a court, we shall have the right to ask the court to dismiss your filing unless and until you complete the steps outlined above.

## **5. DATA PROTECTION.**

**5.1. Personal Data.** You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement, or the Alethena Services. Accordingly, you represent and warrant that:

- your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to us, you have read and understood our [Privacy Policy](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that [Privacy Policy](#) (as amended from time to time), to that individual; and
- if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

## **6. GENERAL TERMS AND CONDITIONS**

**6.1. Limited License.** We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Alethena Site, and related content, materials, information (collectively, the "**Content**") solely for approved purposes as permitted by us from time to time. Any other use of the Alethena Site or Content is expressly prohibited and all other right, title, and interest in the Alethena Site or Content is exclusively the property of Alethena and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "**Alethena.com**", "**Alethena**", and all logos related to the Alethena Services or displayed on the Alethena Site are trademarks or registered marks of Alethena or its licensors. You may not copy, imitate or use them without our prior written consent.

**6.2. Website Accuracy.** Although we intend to provide accurate and timely information on the Alethena Site, the Alethena Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Alethena Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the Alethena Site.

**6.3. Third-Party Applications.** In order to access Alethena Services users are required to provide an email address and create a password. Users must keep security details safe at all times. For example, passwords should be safeguarded and not shared or made visible to others.

**6.4. Prohibited and Conditional Use.** In connection with your use of the Alethena Services, and your interactions with other users and third parties, you agree to comply with the Alethena Policy on Prohibited Use, Prohibited Businesses and Conditional Use.

**6.5. Amendments.** We will notify of you any change to the Agreement relating to Alethena E-Money Services by email at least two months in advance. In such circumstances, you will be deemed to have accepted the change if you do not notify us otherwise prior to the date the change takes effect and continue to use the Services. If you do not accept the change, the Agreement will terminate at the end of the three-month notice.. We may make all other amendments to the Agreement by posting the revised Agreement on the Alethena Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your Alethena Account and cease using the Alethena Services.

Copies of the most up-to-date version of the Agreement will be made available in the Alethena Site at all times and will be provided to you by email on your request.

**6.6. Relationship of the Parties.** Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or Alethena to be treated as the agent of the other.

**6.7. Password Security.** In order to access Alethena Services you will be required to create or be given security details, including a username and password. You are responsible for keeping the electronic device through which you access Alethena Services safe and maintaining adequate security and control of any and all security details that you use to access the Alethena Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is encrypted and password protected. Any loss or compromise of your electronic device or your security details may result in unauthorised access to your Alethena Account by third-parties. You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.

**6.8. Security Breach.** If you suspect that your Alethena Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or Alethena (together a "**Security Breach**"), you must notify Alethena Support as soon as possible by email free of charge at [privacy@alethena.com](mailto:privacy@alethena.com) and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

**6.9. Contact Information.** You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach).

**6.10. Entire Agreement.** This Agreement (including documents incorporated by reference herein) comprise the entire agreement between you and Alethena.

**6.11. Interpretation.** Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

**6.12. Transfer.** This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving Alethena, provided that this transfer or assignment does not materially impact the quality of the Alethena Services you receive.

**6.13. Invalidity.** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.



**6.14. Enforcement of Our Rights.** We may not always strictly enforce our rights under this Agreement. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.

**6.15. Language.** This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

**6.16. Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, Alethena Account cancellation, debts owed to Alethena, general use of the Alethena Site, disputes with Alethena, and general provisions, will continue to be binding and operate after the termination or expiration of this Agreement.

**6.17. Governing Law and jurisdiction.** This Agreement will be governed by Swiss law and the exclusive place of jurisdiction is Zug, Switzerland.

## APPENDICES

### APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

#### Prohibited Use

You may not use your Alethena Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Alethena Services involves a Prohibited Use, or have questions about how these requirements apply to you, please submit a request at [privacy@alethena.com](mailto:privacy@alethena.com). By opening an Alethena Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Alethena conducts business.
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Alethena Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Alethena Site, other Alethena Accounts, computer systems or networks connected to the Alethena Site, through password mining or any other means; use Alethena Account information of another party to access or use the Alethena Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Alethena Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Alethena

- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Alethena Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Alethena Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud Alethena, Alethena users, or any other person; provide any false, inaccurate, or misleading information to Alethena

## Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Alethena Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Alethena Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at [privacy@alethena.com](mailto:privacy@alethena.com).

By opening an Alethena Account, you confirm that you will not use Alethena Services in connection with any of following businesses, activities, practices, or items:

- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or



added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

## **Conditional Use**

Express written consent and approval from Alethena must be obtained prior to using Alethena Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at [privacy@alethena.com](mailto:privacy@alethena.com). Alethena may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Alethena Services in connection with any of following businesses, activities, or practices:

- **Information Providing:** Providing Information to clients about projects and firms covered by the Services of Alethena.

## **APPENDIX 2: E-SIGN DISCLOSURE AND CONSENT**

This policy describes how Alethena delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

### **Electronic Delivery of Communications**

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Alethena Account and your use of Alethena Services. Communications include:

- Terms of use and policies you agree to (e.g., the Alethena User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, confirmations, and any other Account information;
- Legal, regulatory, and other statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Alethena website, emailing them to you at the primary email address listed in your Alethena profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

### **Hardware and Software Requirements**

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;

- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Alethena); and
- Sufficient storage space to save past Communications or an installed printer to print them.

### **How to Withdraw Your Consent**

You may withdraw your consent to receive Communications electronically by contacting us at [privacy@alethena.com](mailto:privacy@alethena.com). If you fail to provide or if you withdraw your consent to receive Communications electronically, Alethena reserves the right to immediately close your Account or charge you additional fees for paper copies.

### **Updating your Information**

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Alethena sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Alethena will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at [privacy@alethena.com](mailto:privacy@alethena.com).