

Website Terms of Use

By accessing and using the **smartripplatformt.io** website (our or this “Website”), you agree to the following terms of use as they may be modified, changed, supplemented or updated from time to time (collectively, these “terms”), as well as all applicable laws and regulations. Please read the following terms and conditions carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference. If you are using our Website on behalf of your organization, that organization accepts these terms.

These terms may be modified, changed, supplemented or updated by **Smart Trip Platform Ltd.** (“**Smart Trip Platform Ltd.**”, “we”, “us” or “our”) in its sole discretion at any time without advance notice. We suggest that you visit this page regularly to keep up to date with any changes. Your continued use of this Website will confirm your acceptance of these terms as modified, changed, supplemented or updated by us. If you do not agree to such revised terms you must stop using this Website and any information, links or content contained on this Website.

Use of Website and Services

The purpose of our Website is to provide you with you some general information about the software being developed by **Smart Trip Platform Ltd.** You must not breach any of the following terms or our acceptable use policy set out below.

Content

- **Open Source Content**

We may make (but are not obligated to make) the source code for the software we develop available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with us in connection with your use, modifications or distributions of this open source software.

When we host any software and enable you to access and use such software through our websites including this Website, then these terms will apply to such access and use, as well as any license agreements that we may enter into with you.

- **Third- Party Content**

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the “Third-Party Content”) for your convenience only.

We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions.

We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have not reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

- **User Content**

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website

(collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that:

- you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms;
- your User Content will not violate any agreements or confidentiality obligations; and
- your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security.

We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the **Smart Trip Platform Ltd.** Parties (as defined below) or another party due to someone else using your User Content or account.

You may not use anyone else’s User Content or account at any time without the permission of such person or entity.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant **Smart Trip Platform Ltd.**, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at info@smartripplatform.io, so that we can communicate with you effectively and provide accurate and up to date information to you. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content.

Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason. Any User Content submitted by you on this Website may be accessed by us globally.

Usage Policy

You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

1. Publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libellous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
2. display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
3. interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
4. violate any applicable laws or regulations;
5. use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;

6. create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a **Smart Trip Platform Ltd.** representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
7. mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
8. disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);
9. violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
10. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
11. send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material;
12. access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;
13. obtain unauthorised access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
14. attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
15. obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;
16. harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
17. use any part of this Website other than for its intended purpose; or
18. use this Website to engage in or promote any activity that violates these terms.

Feedback and Agregate Information

- **Feedback**

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us (collectively, "Feedback"), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback. The purpose of these terms is to avoid potential misunderstandings or disputes if atlant.io's products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. If you decide to send us Feedback, you acknowledge and understand that the atlant.io Parties make no assurances that your Feedback will be treated as confidential or proprietary.

- **Aggregate Information**

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our

Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

Intellectual Property

1. **Smart Trip Platform Ltd.** retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission.
2. **Smart Trip Platform Ltd.** reserves all rights not expressly granted.
3. Any unauthorised reproduction is prohibited.
4. You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.
5. You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialise, publish or create derivative works from any part of the content, format or design of this Website.
6. If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of atlant.io or any third party, whether by estoppel, implication or otherwise.

LIMITATION OF LIABILITY AND INDEMNIFICATION

• Indemnification for Losses Incurred by a Company Party

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "**Smart Trip Platform Ltd. Parties**") from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- Your access to or use of our Website, products or services;
- Your User Content;
- Any Feedback you provide; or
- Your violation of these Terms.

We reserve the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and **Smart Trip Platform Ltd.**

• Limitation of Company Parties' Liability

1. In no event will the Company Parties be responsible or liable for any claims, Damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special (including Damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) regardless of whether the Company Parties have been advised of the possibility of such Damages, liabilities, losses, costs or expenses, arising out of or in connection with:
 - the use or performance of the Website or the Services;
 - any provision of or failure to provide the Website or the Services;
 - any material or information available from the Website;
 - any conduct or content of any third party;

- unauthorized access, use or alteration of the transmission of data or content to or from us; or
 - the failure to receive in any way the transmission of any data, content, funds or property from you.
 - any unlawful access to or use of the Website, any of its content, or the Services;
 - any reliance on, or decision made on the basis of, information or material shown on or omitted from the Website;
 - any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on the Website (if any) and any representation or otherwise that we have or will ask for a candidate's information, will or have asked to interview or engage a candidate, or that any candidates will meet our needs;
 - any matter affecting the Website, any of its content or the Services caused by circumstances beyond our reasonable control;
 - the performance of the Website and any fault, delays, interruptions or lack of availability of the Website, the Services, or products provided through the Website, which may occur due to increased usage of the Website, intermittent failures of the Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and
 - any information or material on any website operated by a third party which may be accessed from the Website.
2. To the fullest extent permitted by applicable law, in no event will the aggregate liability of the Company Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these Terms or the use of or inability to use the Website or the Services, exceed the amounts paid by you to Company for content, access to the Website or use of the Services.
 3. To the fullest extent permitted by applicable law, you disclaim any right or cause of action against any of the Company Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Company Party.
 4. 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.
 5. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Website, the Services and payment for the Services, and that Company Parties should not accept any liability for any illegal or unauthorized use of the Website, the Services or method of payment for the Services. You agree to be solely responsible for any applicable taxes imposed on or in connection with any transaction contemplated herein.

- **Force Majeure**

1. Company Parties shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.
2. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend these Terms, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

- **Release**

To the fullest extent permitted by applicable law, you release the Company Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between you and us and the acts or omissions of third parties. You expressly waive any

statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in favor of you at the time of agreeing to this release.

GOVERNING LAW AND DISPUTE RESOLUTION

- **Applicable Law**

These Terms will be governed by and construed and enforced in accordance with the laws of British Virgin Islands, without regard to conflict of law rules or principles (whether of British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

- **Informal Dispute Resolution**

You and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them ("Disputes"). If you and we are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in arbitration proceeding.

- **No Class Arbitrations, Class Actions or Representative Actions**

Any Dispute is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

- **Arbitration Proceedings**

1. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.
2. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments.
3. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English.
4. Any award of the tribunal shall be final and binding from the day it is made.
5. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

MISCELLANEOUS

- **Entire Agreement**

These Terms constitutes the entire agreement between you and Company relating to the use of the Website and the Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and any of the Company Parties, whether written or verbal, regarding the subject matter of these Terms.

- **Severability**

Should any provision of these Terms, or any provision incorporated into these Terms in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of these Terms shall not be affected thereby.

- **Assignment of Rights and Obligations**

Company may assign Company's rights and obligations under these Terms.

- **No Company's Waiver of Rights**

Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

- **Third Party Rights**

Except as otherwise provided herein, these Terms are intended solely for the benefit of you and Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

- **Notices**

1. All notices, requests, claims, demands and other communications concerning these Terms ("Notices") that a Company Party provides to you, including these Terms, will be provided in electronic form by:

- posting a Notice on the Website; or
- sending a Notice through your User Account; or
- sending an email to the email address which is associated with your User Account.

2. Notices provided by posting on the Website will be effective upon posting and Notices provided by email or sent through the User Account will be effective when a Company Party sends the Notice. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your User Account when a Company Party sends the email, whether or not you actually receive or read the email.

3. Notices that you provide to a Company Party must be in the English language and delivered to the Company Party by email (info@smartripplatform.io). Such Notices will be effective one business day after they are sent.

- **Interpretation**

1. In these Terms, references to "Articles" are references to Articles of these Terms.

2. In these Terms, unless the context indicates otherwise or the contrary is expressly stated:

- references to the singular include references to the plural and vice versa;
- references to the male include references to the female and vice versa;
- a reference to a person includes a reference to any individual, body corporate (wherever or however incorporated or established), association, partnership, government, state agency, public authority, joint venture, works council or other employee representative body in any jurisdiction and whether or not having a separate legal personality;
- a reference to a person includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality; and a reference to a company shall be construed so as to include any company, corporation or other body corporate or other legal entity, wherever and however incorporated or established.

3. The headings in these Terms are inserted for convenience and reference purposes only and do not affect its interpretation.

4. The words "hereof", "herein", "hereunder" and "hereby" and words of similar import, when used in these Terms, shall refer to these Terms as a whole and not to any particular provision of these Terms.

5. Wherever the word "include," "includes," or "including" is used in these Terms, it shall be deemed to be followed by the words «without limitation».

If you have any questions regarding these terms, please contact us at info@smartripplatform.io.

Copyright © 2018 Smart Trip Platform Ltd.

All rights reserved.

January 25, 2018