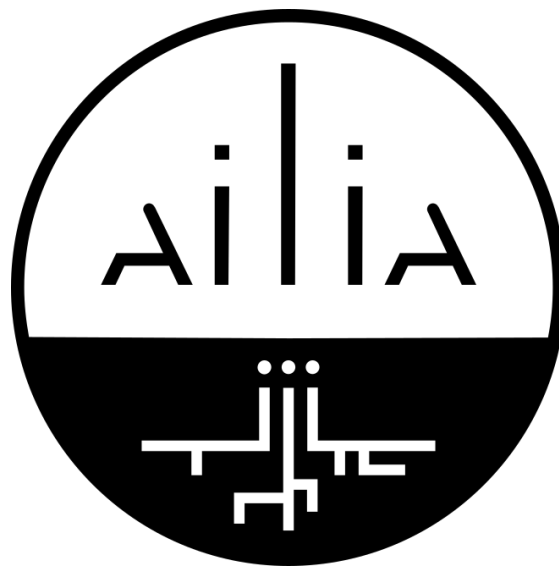


AiliA: Terms and Conditions

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Authors

alphabetical order

Mario Carlini



Ailia SA
Weinberghöhe 27
6300 Zug - CH
mail: info@takamaka.io

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1. Introduction

The Terms of Service set forth the legally binding terms for your use of the Services, offered by Ailia SA through its websites (takamaka.io, takamaka.dev, takamaka.org e altri domini riconducibili ad Ailia SA), platforms or applications (the “Services”). By accessing the Services, you expressly acknowledge that you have read, understood, and agree to these Terms and Conditions. If you are accepting the Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to the terms set forth herein. If you do not have such authority or do not agree to be bound by the Terms of Service, you may not access or use the Services. You must agree to the Terms of Service and Privacy Policy when you create a wallet via the Site, perform a transaction via the Site, and/or otherwise use the Services.

Ailia SA may, in its sole discretion, modify or revise the Terms of Service at any time, and you agree to be bound by such modifications or revisions 14 days after their modification. Ailia SA will attempt to notify you of any changes or updates in the Terms and Conditions. Your continued use of the Services constitutes your acceptance of such changes.

2. SERVICES ELIGIBILITY AND INFORMATION

2.1. Services Eligibility

The Services are offered and available to users who are 18 years of age or older. Any registration by, use of or access to the Services by anyone under 18 is unauthorized and in violation of these Terms of Service. By using the Services, you represent and warrant that you are 18 years of age or older and that you agree to abide by the Terms of Service.

2.2. Services Information and Limitations

The Wallet, the website and other software are free, open-source, offering an interface that allows you to interact directly with the blockchain, while remaining in full control of your keys and tokens.

When you access certain features of the Services, you will be able to create a wallet and/or access a wallet to perform a variety of transactions. You will receive a key and set up a password. All this does not require any registration to the services offered by Ailia SA.

Wallets, unless specifically instructed, do not save keys on Ailia SA's systems, do not send Ailia SA any information that would allow credential recovery, transaction execution, or restoration of private keys created with



these tools. All assets are on the blockchain itself, and we do not control them, the keys to move them are in the exclusive possession of the user.

You are solely responsible for your use of the Services, including without limitation for storing, backing-up, and maintaining the confidentiality of your keys, passwords, and information, and for the security of any transactions you perform using the Site or software provided by AiliA SA. You expressly relieve and release AiliA SA from any and all liability and/or loss arising from your use of the Services.

Users interacting with digital assets as investments should be aware that all investments involve risks, including the risk of loss of some or all assets. Losses are not insured, and the user assumes responsibility for all losses. Users are advised to exercise caution, conduct research, and not to transact more than they can afford to lose.

3. RIGHTS AND RESTRICTIONS

3.1. Trademark, Our Proprietary Rights

Our Services are protected by copyright, trademark, and other laws of the Swiss, Europe, United States and foreign countries. Except as expressly provided in these Terms, AiliA SA (or our licensors) exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, including in any Content. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Services will be the sole and exclusive property of AiliA SA, and you hereby irrevocably assign to us all of your right, title and interest in and to the foregoing. AiliA SA reserves the right to discontinue any aspect of the Site at any time also to protect you following the discovery or suspicion of critical vulnerabilities.

3.2. Our Open-Source Content

For each software there is a specific license and possible extensions/restrictions in rights and guarantees.

The software is provided "as is", without warranty of any kind, either express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

In no event shall the authors or copyright holders be liable for any claim, damage, or other liability, whether in an action of contract, tort, or otherwise, arising out of, or in connection with the software or the use of or other dealings with the software.

3.3. Restrictions

You agree to the following conditions.



- 3.3.1. NOT interfere with, damage, impair or disable the operation of the Services, by any means (whether through automated means or otherwise), including uploading or spreading viruses, worms, spyware, adware or other malicious code.
- 3.3.2. use any robot, spider, scraper or other automated means to access the Services for any purpose without our express consent or bypass our robot exclusion headers or similar measures.
- 3.3.3. Remove, circumvent, disable, damage or otherwise interfere with security features of the Services, features that prevent or restrict use or copying of any part of the Services, or features that impose limitations on the Services.
- 3.3.4. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionate load on our technology infrastructure or otherwise make excessive traffic demands on our Services.
- 3.3.5. Use the Services for any illegal or unauthorized purpose, nor may you, in using the Service, violate any laws in your jurisdiction (including, but not limited to, intellectual property laws).
- 3.3.6. use, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated or used, in whole or in part, without the prior written permission of AiliA SA.

4. PRIVACY

AiliA's SA Privacy Policy applies to the collection and use of "Personal Information," which is defined as information about an individual that (either by itself or when combined with information from other available sources) allows that individual to be identified. AiliA's SA is available at "<https://takamaka.io>" and its terms are made a part of these Terms of Service by this reference. You understand that by using the Services you consent to the collection, use and disclosure of your Personal Information as set forth in our Privacy Policy, and to have your Personal Information collected, used, transferred to and processed in Switzerland.

5. THIRD PARTY CONTENT AND SERVICES

The Site, software and services provided by AiliA SA may contain links to third party websites and/or applications, or employ the use of API integrations for third party applications ("Third Party Applications") that are not owned or controlled by AiliA SA. Your access to and use of any Third Party Application is at your own risk and we are not responsible for the following:

- 5.1. the accuracy or reliability of third party application information;
- 5.2. the acts or omissions of third party application operators (or their partners or affiliates);
- 5.3. any loss or damage incurred in connection with the use of any third party application; or



5.4. any transaction that is consummated in connection with the use of or access to any third party application.

We encourage you to be aware when you use these Third Party Applications, and to read the terms and privacy policy of any other Third Party Applications you use.

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6. DISCLAIMERS AND LIMITATIONS ON LIABILITY

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OFFERED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OFFERED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MYETHERWALLET NOR ANY PERSON OR ENTITY ASSOCIATED WITH MYETHERWALLET MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER MYETHERWALLET NOR ANY PERSON OR ENTITY ASSOCIATED WITH MYETHERWALLET REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

The limitations and disclaimers in this section do not purport to limit liability or alter your rights beyond what is permitted by applicable law. AiliA's SA liability shall be limited to the extent permitted by law.

7. GOVERNING LAW, VENUE, AND JURISDICTION

To the extent the parties are permitted under these Terms of Service to initiate litigation in court, both you and AiliA SA agree that all claims and disputes, including statutory claims and disputes, arising out of or relating to the Agreement, including the Terms of Service, shall be governed in all respects by the substantive law of the state of Switzerland, without regard to its conflict of law principles. You and AiliA SA hereby consent to submit to the jurisdiction of Zug.

8. ENTIRE AGREEMENT

The Terms of Service, Privacy Policy, any other legal notices published by AiliA SA on the Site shall constitute the entire agreement between you and AiliA SA concerning the Services. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and AiliA SA's failure to assert any right or provision in these Terms of Service shall not constitute a waiver of such right or provision.

9. CONTACT INFORMATION

We welcome comments or questions about these Terms of Service. You can contact us at privacy@takamaka.io or info@takamaka.io.