

# Colony

## Terms and Conditions of Use

**These Terms and Conditions of Use contain vital information about Colony.**

**Please read them carefully before interacting with Colony.**

**In particular we draw your attention to the section on user's assumption of risk.**

### 1. Introduction

- 1.1. These terms and conditions of use, together with any other terms, policies or documents they refer to (individually and collectively 'Terms') describe the bases upon which users may interact with Colony.
- 1.2. The development of Colony has been procured by Colony Foundation Ltd, having the company number 325182 and with its registered office at % McGrath Tonner Corporate Services Limited, 5th Floor, Genesis Building, Genesis Close, George Town, PO Box 446, Grand Cayman, KY1-1106 ('the Company', 'we', 'our' or 'us').
- 1.3. A user is any person, whether an individual, consumer, corporate entity, business or otherwise, whether legally incorporated in any jurisdiction or not, that interacts with Colony. Additionally, a user includes developers and initiators of scripts, smart contracts, applications, DAOs, bots or similar technologies, that interact with Colony ('user', 'you' or 'your').
- 1.4. In these Terms, Colony is defined as including:
  - 1.4.1. The Colony Protocol (a decentralized organization protocol developed by, or the development of which has been procured by the Company, with the features described in the White Paper (as amended from time to time), plus any accompanying research materials ('the Protocol')
  - 1.4.2. The Colony Network is the instantiation of the Colony Protocol on the Ethereum Network at 0x5346D0f80e2816FaD329F2c140c870ffc3c3E2Ef ('the Network')
  - 1.4.3. Any applications or decentralised applications created or which creation was procured by the Company

- 1.4.4. Any colony created upon or interacting with or using any component of Colony
  - 1.4.5. Any developer tools, including but not limited to: repositories, packages, libraries, documentation, dependencies, CLI tools, scripting tools, portals, analytics, platforms, or research materials, or any similar software, tools or other means by which a colony may be built, supported, maintained or improved, and that is created or which creation was procured by the Company (“Developer Tools”)
  - 1.4.6. Any websites owned or maintained by the Company (currently: colony.io, colony.eth, joincolony.eth, clny.io)
  - 1.4.7. Any part of any of the foregoing.
- 1.5. For additional definitions to those in the body of these Terms, please see the table of definitions below.
  - 1.6. These Terms constitute a legal agreement between you and the Company. These Terms apply to your interactions with the whole or any part of Colony.
  - 1.7. We reserve the right to amend, change and update these Terms (including our Privacy Policy and Cookie Policy) from time to time and without notice.
  - 1.8. You agree that your interaction with Colony shall be on the basis of these Terms, which you acknowledge, accept and with which you agree to comply. If you do not acknowledge, accept and agree to these Terms you must not interact with Colony.
  - 1.9. You acknowledge and agree that changes and updates to Colony may be affected from time to time and without notice.

## **2. No warranty**

- 2.1. Colony is provided on an “as is” and “as available” basis. Interaction with Colony is at your own risk. To the maximum extent permitted by Applicable Law, Colony is made available without warranties of any kind, whether express or implied.
- 2.2. No advice or information, whether oral or written, obtained by you from the Company or any of our communication or social media channels, will create any warranty not expressly stated herein.
- 2.3. Without limitation to the foregoing, we do not warrant that Colony is fit for any particular purpose; that content on Colony is current, accurate, reliable, or correct; that Colony will meet your requirements; that Colony will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that Colony is free of bugs, viruses, or other harmful components.

Any content downloaded or otherwise obtained through your interaction with Colony is received at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from any such interaction.

- 2.4. We offer no warranties, endorsements or guarantees in respect of, nor assume responsibility for any colony, offering, task, reward, or for any product or service advertised or offered by a third party through Colony, or for any linked service or site.

### **3. Eligibility and Acceptable Use**

- 3.1. Colony comprises and utilises early stage technologies. Users should have sufficient knowledge and experience to be able to evaluate the risks of interacting with Colony and should be able to bear any consequences thereof.
- 3.2. Only users able to bear the risks and give the warranties and undertakings contained in these Terms are eligible to interact with Colony.
- 3.3. You may not use Colony:
  - 3.3.1. In any way that breaches any applicable local, national, or international law or regulation
  - 3.3.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
  - 3.3.3. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 3.4. You agree not to access without authority, interfere with, damage, or disrupt:
  - 3.4.1. any part of Colony;
  - 3.4.2. any equipment or network used in the provision of Colony;
  - 3.4.3. any software used in the provision of Colony; or
  - 3.4.4. any equipment or network or software owned or used by any third party.
- 3.5. You must not misuse Colony by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to any server, computer, device or database connected to Colony.

## **4. Fees, Access & Features**

- 4.1. While access to Colony is free of charge, certain interactions and transactions attract a levy - currently 2.77%. Third party network fees (e.g. Ethereum gas costs, charged in Ether) may also be incurred. By using Colony you agree to said levy and fees, whomsoever the receiving entity may be. You acknowledge and agree that the level of the transaction levy may be increased, decreased, or otherwise altered, without notice and at our sole discretion. The Company takes no responsibility for the existence or level of third party network fees.
- 4.2. You are responsible for making all necessary arrangements to interact (or continue to interact) with Colony.
- 4.3. You agree to ensure that all interactions with Colony via your private keys or credentials (see below), are performed in compliance with these Terms.
- 4.4. You acknowledge and agree to abide by any features, mechanisms, rules and parameters in operation on Colony from time to time (and their consequences), including but not limited to such features etc relating to: token staking or bonding, dispute resolution, reputation, reputation management, reputation decay, reputation mining, slashing, or any similar device or design deemed necessary for the proper functioning of Colony.

## **5. User Relationships**

- 5.1. Colony is decentralised software facilitating peer to peer transactions, over which the Company has no means of administrative or other control.
- 5.2. We have no ability to recover lost credentials or restore lost access.
- 5.3. We will not be a party to or in any way oversee any transaction between you and any other user or third party.
- 5.4. The Company offers no arbitration or adjudication concerning any disputes with or between users of Colony, and will not become involved with the same. Without prejudice to the generality of the foregoing we will not be responsible for any disputes:
  - 5.4.1. arising in relation to colonies, their ownership, rights, duties or obligations;
  - 5.4.2. concerning any expected reward or reputation, or concerning any token;
  - 5.4.3. arising from allegedly fraudulent claims and arrangements; or
  - 5.4.4. arising from extraction of data or passcodes through misrepresentation or otherwise.

- 5.5. You agree that you alone are responsible for the conduct and consequences of any relationship or agreement formed in relation to your interactions with Colony, including the legality of any such relationship or agreement.
- 5.6. You warrant that you will not seek to involve us in any dispute or hold us liable for any loss or damage whatsoever resulting from your interaction with Colony.

## **6. Users' assumption of risk**

- 6.1. You acknowledge and accept that Colony comprises and utilises early stage technologies, and that its use includes risks, including but without limitation, that:
  - 6.1.1. Colony is beta software, in turn built upon early stage, evolving, and unproven technologies
  - 6.1.2. Colony is decentralised software facilitating specific kinds of peer-to-peer transactions; the company has no ability to administrate, intervene in, or mediate activity on Colony
  - 6.1.3. Ethereum Network transactions are usually irreversible and the Company has no ability to recover lost funds, howsoever the loss may have occurred
  - 6.1.4. The Company does not vouch for and has no way to ascertain the intentions or bona fides of any colony, or users of Colony with whom you may interact; the full responsibility for which falls to you.
- 6.2. You acknowledge that the legal and/or regulatory identity and status of blockchain and similar decentralised data protocols, Colony, colonies, users and CLNY, the nature of the relationship (if any) between users, the nature of the relationship (if any) between holders of CLNY, and the liabilities and obligations of any of the above under Applicable Law is uncertain.
- 6.3. You acknowledge that the legal and/or and regulatory treatment by Governmental Authorities of the foregoing is liable to change, which may have a material impact on the usage, functioning, availability, or value of colonies or Colony.
- 6.4. Colony cannot be guaranteed free from vulnerabilities, viruses, bugs or any other code that has unintended or contaminating properties or is otherwise destructive in its effect.
- 6.5. You acknowledge that you alone are responsible for configuring your information technology, computer programs, and platform in order to ensure secure access to Colony. You should use your own virus protection software.
- 6.6. If you choose or are provided with a user identification code, password, passphrase, seed phrase or any other credentials as part of our security

procedures ('credentials') you must treat them as confidential. You must not disclose your credentials to any third party.

- 6.7. It is your sole responsibility to keep your credentials secure and safe. In the event they are lost or stolen, any person coming into possession of your credentials may gain administrator access to and therefore total control over your account and any funds, tokens, or colonies to which your account has access.
- 6.8. To the extent Colony may provide functionality for integrations with third party wallets, exchanges, or other service providers, we take no responsibility for the safety or storage of your private keys, passcodes or similar such services.
- 6.9. Nothing in these Terms or otherwise shall oblige us to perform actions or complete steps which we, in our absolute discretion, consider might place us at risk of breaching any law or regulation.

## **7. Further user undertakings and warranties**

- 7.1. You warrant that your use of Colony shall be/remain in compliance with all present and future applicable local, state, national, and international laws, rules and regulations.
- 7.2. You undertake that your interactions in respect of Colony shall be for lawful, authorised, licit and permitted purposes only. You undertake to create only colonies having such purposes. You undertake to set or accept only tasks and rewards having such purposes.
- 7.3. You undertake to comply and cooperate with all reasonable efforts of any Governmental Authority in any attempt to halt, reverse, investigate or prosecute any unlawful, illicit or unauthorised activity on Colony.
- 7.4. You further acknowledge and agree that the Company will cooperate with efforts of the sort described in the preceding paragraph.
- 7.5. You warrant that neither you, nor any of your affiliates or direct or indirect shareholders is:
  - 7.5.1. listed on any of the following lists (each a Sanctions List): the Consolidated United Nations Security Council Sanctions List; the Specially Designated Nationals and Blocked Persons List or the Sectoral Sanctions Identification List maintained by the US Office of Foreign Assets Control (OFAC); the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; the Consolidated List of Financial Sanctions Targets or List of

persons subject to restrictive measures in view of Russia's actions destabilising the situation in Ukraine, maintained by the UK Treasury; the Overall List of Sanctioned Individuals, Entities and Organizations maintained by the Swiss State Secretariat for Economic Affairs (SECO); 'Ordinance lists of the Swiss Federal Council'; or any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority (as defined below);

- 7.5.2. owned or controlled by, or acting on behalf of or for the benefit of, any person on a Sanctions List;
  - 7.5.3. located in, resident in or incorporated under the laws of (as applicable) Syria, the Republic of Sudan, Cuba, Crimea, North Korea, Iran, or any other country which, after the date of these Terms, becomes the target of such comprehensive, country-wide or territory-wide Sanctions (as defined below) as currently apply to the aforementioned countries; or
  - 7.5.4. otherwise the target of any sanctions laws, regulations, embargoes or restrictive measures (Sanctions), as amended from time to time, administered, enacted or enforced by: the United Nations, the United States, the European Union or any Member State thereof, the United Kingdom, Switzerland or the respective governmental institutions and agencies of any of the foregoing responsible for administering, enacting or enforcing Sanctions, including without limitation, OFAC, the US Department of State, the UK Treasury or the SECO (Sanctions Authority).
- 7.6. You warrant that you have no knowledge that, nor any reason to suspect that your colony's funding or revenue has been or will be derived from, is related to or represents any benefit arising in respect of any illegal activities.

## **8. User Indemnity, Release from Claims, Limitation of Colony's liability**

- 8.1. You agree to defend, indemnify and hold harmless the Company, its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, penalties, proceedings, liabilities, costs or debt, and expenses (including but not limited to legal fees), whether contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising from or in connection with:
  - 8.1.1. your interactions with, use of, or inability to interact or use, Colony, including any data or content;

- 8.1.2. use of or reliance on any content of Colony, whether by us, you or other users;
  - 8.1.3. your violation of any of these Terms;
  - 8.1.4. your violation of any third party right, including without limitation any right of privacy or intellectual property rights;
  - 8.1.5. your violation of any applicable law, rule or regulation, including but not limited to applicable taxation; or,
  - 8.1.6. any other party's access and use of Colony with your credentials or private key regardless of how such other party gained access to the same.
- 8.2. You expressly waive and release the Company from all and any claims, liability or damages arising from or in any way related to your interactions with Colony or associated third party smart contracts and technologies.
- 8.3. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 8.4. To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply, whether express or implied.
- 8.5. So far as is permissible under English law we exclude liability for any:
- 8.5.1. loss of funds, profits, sales, business, or revenue;
  - 8.5.2. business interruption;
  - 8.5.3. loss of anticipated savings;
  - 8.5.4. loss of business opportunity, goodwill or reputation;
  - 8.5.5. loss or corruption of data; or,
  - 8.5.6. any indirect or consequential loss or damage.
- 8.6. We have no liability for any of your tax or withholding obligations or liabilities in any jurisdiction arising from your use of Colony. It is your responsibility to take professional advice on your tax liabilities.
- 8.7. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your interaction with Colony.
- 8.8. We assume no responsibility for the content of websites or apps linked in Colony. Such links should not be interpreted as an endorsement by us of those linked websites or apps.



## **9. Our Intellectual Property Rights**

- 9.1. Except where rights have been waived, or intellectual property has been explicitly made available under a specific license, we are the owner or the licensee of all intellectual property rights in all works produced by the Company, its subsidiaries, agents, managers, and other affiliated companies, and their employees, agents, and officers.
- 9.2. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

## **10. Uploading Content to or Creating Content on Colony**

- 10.1. Whenever you make use of a feature on Colony that allows you to upload content, create content, or make contact, you must comply with these Terms.
- 10.2. You warrant that any such contribution complies with these Terms, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 10.3. You warrant that you have and will continue to have all necessary rights, consents, licenses and permissions required for other users of Colony to collaborate with you and your content. You also agree that you will not upload or create content that contains any third-party copyright material unless you have a formal license or permission.
- 10.4. Any content you upload or post to, or create on Colony will be considered non-confidential. You retain all ownership rights in your content but the nature of the decentralised infrastructure upon which Colony is built is such that data is distributed across a number of publicly accessible nodes. You acknowledge and accept that other users of Colony, Ethereum, IPFS and other related services may view, store, copy and distribute your content and make it available to others.
- 10.5. We have the right to disclose any information within our possession about a user to any third party claiming that any content posted or uploaded by you to Colony constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to disclose such information to any Governmental Authority.
- 10.6. We will not be responsible or liable to any third party, for the content or accuracy of any content uploaded or posted to, or created on Colony by you or any other user.

10.7. The views expressed by users on Colony do not represent our views or values.

## **11. Miscellaneous**

11.1. We can be contacted at: [help@colony.io](mailto:help@colony.io)

11.2. We do not provide professional advice (for example legal, or financial). Should we provide any information, it shall be for informational purposes only and should not be construed as professional advice. You should seek independent professional advice from a properly licensed and/or qualified person.

11.3. In addition, you expressly agree that no communication(s) between you and the Company shall be considered as professional advice.

11.4. You may link to any websites owned or maintained by the Company, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

11.5. You must not establish such link in any way as to suggest any form of association, approval, or endorsement on our part where none exists.

11.6. No website owned or maintained by the Company can be framed on any other Site.

11.7. We reserve the right to withdraw linking permission without notice.

11.8. Where any website owned or maintained by the Company contains links to other sites, apps, and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites, apps, or resources.

## **12. Applicable Law**

12.1. These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You agree to the exclusive jurisdiction of the courts of England and Wales.

## **13. Definitions**

13.1. Unless specifically defined otherwise within these Terms the following words should be taken to have the following meanings:

Affiliate(s)	with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person
colony; colonies	a decentralised organisation, or application built with or upon Colony
CLNY	the blockchain tokens native to the Colony Network
Ethereum Network	the smart contract protocol, virtual machine and decentralised consensus mechanism including all its related components and protocol-related projects both present and future that is supported by the Ethereum Foundation based in Zug, Switzerland, which began operation (as a so-called “Network”) on 30 July 2015
Governmental Authority	any nation or national (federal) government, any state or other political subdivision thereof, any entity or person exercising legislative, judicial, or administrative functions, including, without limitation, any authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction
‘Interact with’, ‘interacting’ ‘interactions’	describes actions including but not limited to: registering to use, accessing, browsing, downloading from, uploading to, creating accounts, creating colonies, creating or completing tasks, setting or accepting rewards, creating other elements or material upon, transacting through, using, making use of, working within, building upon, or interacting, creating, working or engaging with Colony.
Metacolony	the colony responsible for the development, maintenance, and support of the Colony Network.
Private key(s)	the cryptographic key kept private by a user which uniquely corresponds to a cryptographic public key (‘address’) on the Ethereum Network.
White Paper	means the technical document entitled “Colony: Technical White Paper” and found at <a href="http://colony.io/whitepaper.pdf">http://colony.io/whitepaper.pdf</a> .