

**Jury.Online**  
**GENERAL TERMS AND CONDITIONS**  
**for users acquiring Jury.Online Tokens**

October 2017

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## 1. TERMS

1.1 The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) **“Arbiter”, “Jury.Online Arbiter”** is a person with an Ethereum account accepted to resolve disputes using Jury.Online Protocol that agrees to participate in the resolution.
- (b) **“Auditors”** shall have the meaning, set out in paragraph 3.10.
- (c) **“BTC” or “Bitcoin”** shall mean the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.
- (d) **“Digital Asset”** are tokens, available in particular public blockchain network, in this case Ether and Bitcoin.
- (e) **“ETH” or “Ether”** shall mean value token of the Ethereum blockchain called “ether”.
- (f) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (g) **“European Economic Area” or “EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (h) **“Founders”** shall have the meaning, set out in paragraph 2.1.

- (i) **“JOT”** means Jury.Online Token, which is the Arbiter compensation unit that is used to reward Arbiters for their arbitrage of disputes using Jury.Online Protocol.
- (j) **“Jury.Online Protocol”** means the way and the rules of interaction between all participants of deal including counterparties and Arbiters and shall also have the meaning, set out in paragraph 3.10
- (k) **“Jury.Online Service”** means implementation of Jury.Online Protocol with a convenient for users way of using it.
- (l) **“Jury.Online”** means the Project and Jury.Online Foundation, a limited liability company incorporated in Estonia for indefinite time in accordance with the laws of Estonia, for the purpose of developing Jury.Online Protocol and Jury.Online Service.
- (m) **“Minimum Cap”** shall have the meaning, set out in paragraph 5.2.
- (n) **“Project”** shall have the meaning, set out in section 3.
- (o) **“Restricted Areas”** shall have the meaning, set out in paragraph 7.1.
- (p) **“Retained Jury.Online IP”** shall have the meaning, set out in paragraph 12.1.
- (q) **“Terms”** means these General Terms and Conditions.
- (r) **“Third-party Wallet”** is a solution, enabling users to store their Digital Assets and Jury.Online Tokens.
- (s) **“Total JOT Number”** shall have the meaning, set out in paragraph 5.2.
- (t) **“VAT”** means value added tax of relevant jurisdiction, if applicable.
- (u) **“Website”** shall mean <http://jury.online>.

## 2. THE JURY.ONLINE

- 2.1 Jury.Online Foundation is a limited liability company, established under the laws of Estonia, with its seat in Tallinn, Estonia. The shareholder and the management board member of the Jury.Online Foundation is Alexander Shevtsov, who is at the same time one of the founders of the Jury.Online Project (**“Founders”**).
- 2.2 Jury.Online Foundation is a special purpose organization, incorporated for indefinite time for the purposes of developing the Project, as defined herein, and providing service and operational support for the Project.
- 2.3 Jury.Online Foundation uses all of its funds and revenues for the development and running of the Project. Jury.Online Foundation may to

its best knowledge and diligence allocate funds, received through distribution as set out in section 5, for the purposes of Jury.Online Foundation, mainly development of the Project and operating costs of Jury.Online Foundation. Jury.Online Foundation may engage subcontractors to partially or entirely develop, execute and deploy the Project.

- 2.4 Users understand that by acquiring JOT they have no right or interested in Jury.Online Foundation and its governance.
- 2.5 Jury.Online Foundation reserves its right to nominate more directors should it establish that would be beneficial to Jury.Online Foundation and the Project.

### **3. THE PROJECT**

- 3.1 The Jury.Online Foundation has been established for the development, managing and running of the Jury.Online Protocol. At the time of drafting and publishing of these Terms, Jury.Online Service platform and Jury.Online Protocol are already being developed. It is understood that all features, set out herein, have not yet been developed and will at first not be available to JOT holders.
- 3.2 Jury.Online Protocol will act as a decentralized autonomous organization based on Ethereum smart contracts and as an innovative blockchain platform – a mechanism to appoint Arbiters enabling users independent arbitrage to operate.
- 3.3 Jury.Online Protocol will be entitled to distribute fees among appointed Arbiters for their services to the users transacting on the Ethereum platform. The fees shall be beforehand agreed by the deal's counterparties evaluated using Arbiters prices for their services.
- 3.4 Jury.Online Protocol undertakes that fee schedule shall be published on the Website at any given time and users by accepting these Terms agree that the fees, published in the Website, are the valid and binding ones and that change of the fees does not also mean change of these Terms.
- 3.5 JOT is developed and run on public Ethereum network.
- 3.6 Users, using on Jury.Online Services, are bound to the rules Jury.Online decides.
- 3.7 Deployment of the Jury.Online Protocol and Service will be done in accordance with the roadmap published on the Website.
- 3.8 The Project does not encompass and Jury.Online is not provider of:
  - (a) exchange services between virtual currencies and fiat currencies,

- (b) wallet or custodial services of credentials necessary to access virtual currencies.

- 3.9 Users understand and accept that the Project is currently in development phase and that still requires substantial development works. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Jury.Online Protocol and Service, user understands and accepts that an upgrade of Jury.Online and/or JOT may be required and that, if User decides not to participate in such upgrade, he may no longer use his JOTs and that non-upgraded JOTs may lose their functionality in full.
- 3.10 JOT source code was audited by community and can be viewed at github or etherscan.

#### **4. JOT STRUCTURE AND PERTAINING HOLDERS' RIGHTS**

- 4.1 JOT will be ERC-20 compatible Ethereum token.
- 4.2 JOT holders will be given rights to pay the Arbiters for their services in dispute resolution.
- 4.3 JOT smart contract address will be published in due time prior to JOT distribution.
- 4.4 JOT carries no rights, express or implied, other than those, set out herein, if Jury.Online successfully completes and deploys the Jury.Online Protocol and Service. In particular, JOT holders shall not have any influence in the development or governance of Jury.Online, and JOT do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Jury.Online.
- 4.5 JOT tokens are designed to be exchangeable on cryptographic token exchanges. Jury.Online gives no warranties that JOTs will be exchangeable on bigger exchanges, but undertakes on best effort basis to do everything that is reasonable possible and within the powers of Jury.Online to enable exchange of JOTs on as many exchanges as possible.

#### **5. JURY.ONLINE TOKEN (JOT) DISTRIBUTION**

- 5.1 Contributions, given to Jury.Online in exchange for JOT shall be considered as financial contribution. Contributions can be done in digital (ETH and BTC) and fiat assets. Failure to follow the instructions on the Website may limit, delay, or prevent a user from donating. Users

understand and accept that they make a contribution and receive JOTs in exchange.

- 5.2 Token distribution is taken place on Website at <https://jury.online/ico>. Subject to paragraph 5.3 the total maximum supply of JOTs is limited to 30,000,000 JOT (“**Total JOT Number**”). For every 7 JOT sold through distribution, Jury.Online will issue 3 JOT for itself. Therefore, up to 21,000,000 JOT will be available for the public distribution in accordance with paragraphs 5.5(a) and 5.5(b) and up to 9,000,000 JOT will be reserved by Jury.Online. The public token distribution minimum cap is equivalent to 3,000,000.00 USD.
- 5.3 Jury.Online reserves a right to emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Jury.Online and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) excessive number of JOTs sold threatening the Jury.Online Service or Protocol as a whole, iii) serious Service or Protocol performance issue, depriving all users of equal treatment, iv) any type of material attack on the JOTs, Jury.Online Protocol, Service or Ethereum network.
- 5.4 The funds raised from the JOTs distribution will be used exclusively for the development and running of the Project, as defined above.
- 5.5 Token distribution is conducted in two phases:
- (a) **Presale distribution**
- Jury.Online shall through the Website publicly offer to its users up to 4,200,000 of JOT with a 30% discount for a price of 1 JOT for 0,36 USD. Minimal amount of JOTs to be bought is 500 JOT. This stage is envisaged to start on **23 of October** 2017 at 14:00 UTC and end on **3 November 2017** at 14:00 UTC.
- (b) **Sale distribution**
- This stage of public distribution shall be considered as continuation of the presale distribution. Within this stage, Jury.Online shall through the Website publicly offer to its users up to 16,800,000 JOT with a discount starting from 10%<sup>1</sup> for a price of 1 JOT for 0,51 USD. This stage is envisaged to start on **12 February** 2018 at 14:00 UTC and end on **14 March** 2018 at 14:00 UTC.
- 5.6 Jury.Online reserves a right to change the dates, set out in the previous paragraph 5.5 at any given time due to technical or organisational reasons, without any duty to provide explanation to the users or the public. Any such changes will be published on the Website.

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<sup>1</sup> Time bonuses for early contributors will start from 20% discount on the first day with linear daily decrease by 2/3% (2 percent for 3 days).

- 5.7 The transfer and vesting of the JOTs to their beneficiaries will be effected as follows:
- (a) The participants in public distribution in accordance with paragraphs 5.5(a) and 5.5(b) will receive JOTs to the participants' Ethereum addresses automatically by the Jury.Online token sale smart contract, controlled by Jury.Online, only in case of reaching the distribution's minimum cap of 3,000,000.00 USD and pertaining JOTs will become transferrable after the end of the public distribution in accordance with paragraphs 5.5(a) and 5.5(b).
  - (b) Jury.Online will receive their reserved JOTs after the end date of the public distribution only in case of reaching the distribution's minimum cap of 3,000,000.00 USD. 20% of the Total JOT Number reserved for the Jury.Online team shall be blocked for a period of 6 months. After that period 10% of the total amount blocked will be unblocked every month, with the whole sum therefore unblocked in 16 months after the end of the public distribution in accordance with paragraphs 5.6(a) and 5.6(b).
- 5.8 Logs of all JOTs purchases shall be publicly accessible on the Ethereum blockchain.
- 5.9 All contributions to Jury.Online in exchange for JOTs are final and non-refundable unless the Minimum Cap is not reached. By participating in the JOT distribution, you acknowledge that Jury.Online is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund. In case of not achieving the Minimum Cap Jury.Online shall, within a reasonable period of time, exercise reasonable endeavours to procure that payments are returned to the wallet address or the accounts from which the payments were received. Payments will be refunded, excluding any transaction fees.
- 5.10 Jury Tokens shall be distributed in the following manner:
- (a) 70% of the Total JOT Number shall be distributed in accordance with paragraph 5.5(a) and 5.5(b),
  - (b) 30% of the Total JOT Number shall be reserved by Jury.Online and distributed as follows:
    - (i) 20% of the Total JOT Number to the Jury.Online team,
    - (ii) 7% of the Total JOT Number to the advisers and bounty programmes to the advisers discretionally chosen by Jury.Online,
    - (iii) 3% of the Total JOT Number remain as a stock of liquidity to ensure flawless and independent operation of Jury.Online before it enters cryptocurrency exchanges and

the market stabilizes and for compensations in exceptional cases.

Jury.Online reserves its right to discretionary change the ratio in paragraph 5.10(b).

## **6. RISKS**

6.1 You understand that Digital Assets, JOT, blockchain technology, Ethereum, Ether, Bitcoin and other associated and related technologies are new and untested and outside of Jury.Online's exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse Jury.Online's performance under this agreement.

6.2 In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the JOTs, Jury.Online Service and Protocol and other relevant technologies mentioned herein.

### **(a) Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the JOTs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. Jury.Online does not give warranties or guarantees that JOT tokens are not a security in all jurisdictions. Each user of JOT tokens shall bear its own legal or financial consequences of JOT tokens being considered a security in their respective jurisdiction.

Every user is bound to check if acquisition and disposal of JOT tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use JOT tokens should their use not be legal in the relevant jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Jury.Online to provide JOT tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that JOT tokens are not legal in certain jurisdiction, Jury.Online will either a) cease operations in that jurisdiction, or b) adjust JOT tokens in a way to comply with the regulation should that be possible and viable.

### **(b) Risks associated with Ethereum**

JOT tokens are based on Ethereum. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the JOT tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of



account of the Ethereum may itself lose value in ways similar to JOT tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>

(c) **Risk of unfavourable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and JOT tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like JOT tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

(d) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of JOT tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(e) **Risk of security weaknesses in the Website and JOT tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and JOT tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of JOT tokens.

(f) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, JOT tokens, Jury.Online Service and Protocol, which could result in the theft or loss of JOT tokens.

(g) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the JOT tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Any successful attacks present a risk to the JOT tokens, expected proper execution and sequencing of JOT tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Jury.Online and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the JOT

tokens interact with and consequently the JOT tokens may be impacted also in that way to the extent, described above.

(h) **Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that JOT tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and Jury.Online does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, Jury.Online will not enable exchange of JOT tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its JOT tokens due to lack of liquidity.

(i) **Risk of loss of value**

Value of JOT tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the JOT tokens.

(j) **Risk of uninsured losses**

JOT tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(k) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the JOT tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of JOT tokens

(l) **Internet transmission risks**

You acknowledge that there are risks associated with using the JOT tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Jury.Online shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and JOT tokens, howsoever caused.

(m) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Jury.Online cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(n) **Insufficient interest in Jury.Online Service, Protocol and JOT tokens**

It is possible that JOT or Jury.Online Service and Protocol will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Jury.Online Service or Protocol.

(o) **JOT, as developed, may not meet your expectations**

Jury.Online Service and Protocol is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Jury.Online Service and Protocol and JOT tokens may not be met upon release of new Website, deployment of Jury.Online Service and Protocol, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of JOT.

(p) **Jury.Online Service and Protocol** may never be completed or released

Jury.Online Service and Protocol (the Project), described in section 3, may never be released and operational, even though Jury.Online will make reasonable efforts to complete and deploy it.

- 6.3 The JOT tokens are provided “*as is*”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the JOT tokens, including any warranty that the JOT tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## 7. ELIGIBILITY

- 7.1 The Website, Jury.Online Service and Protocol and JOT tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States of America, ii) People's Republic of China, iii) the Republic

of Korea (South Korea) and iv) the Republic of Singapore (“**Restricted Areas**”).

- 7.2 Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, Jury.Online and JOT tokens. None of the activities of Jury.Online take place in the Restricted Areas.
- 7.3 Jury.Online reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and JOT tokens are not available to persons from paragraph 7.1. Due to the JOT tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) Jury.Online and users understand that there is a possibility that there might be a certain “*flow back*” of JOT tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. Jury.Online consequently explicitly prohibits persons from paragraph 7.1. from using the JOT tokens. Jury.Online shall not be held liable for any legal or monetary consequence arising of such use. Such persons using JOT tokens despite the prohibition shall on first request indemnify and hold harmless Jury.Online from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 7.3. Any person, matching the criteria from paragraph 7.1., shall immediately stop using JOT tokens and leave the Website.
- 7.4 If you are registering to use Jury.Online on behalf of a legal entity, you represent and warrant that
- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
  - (b) you are duly authorized by such legal entity to act on its behalf.
- 7.5 You further represent and warrant that you:
- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
  - (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
  - (c) are not located in, under the control of, or a national or resident of any Restricted Areas;
  - (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC); and

- (e) will not use the JOT tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms,
- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software,
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the JOT token,
- (i) you are not obtaining JOT tokens for the purpose of speculative investment.

**8. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS**

- 8.1 The JOT tokens are unregulated. Jury.Online is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of JOT tokens and Jury.Online. Jury.Online is not a financial institution and is currently not under supervision of any financial supervisory authority. Jury.Online does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This JOT token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 8.2 This document or any other document, produced and signed by Jury.Online, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 8.3 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and Jury.Online services and the Website are not, do not offer and shall not be construed as investment or financial products.
- 8.4 Jury.Online undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

**9. LIABILITY**

- 9.1 Jury.Online and its affiliates and their respective officers, employees or agents will in regard to the Website, Jury.Online Service and Protocol and JOT tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits,

trading losses or damages that result from use or loss of use of this Website, Jury.Online and JOT tokens), even if Jury.Online has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of JOT tokens, the Website or the Jury.Online Service and Protocol.

- 9.2 Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the to the Website, Jury.Online Service and Protocol or JOT tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the to the Website, Jury.Online Service and Protocol and JOT tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, Jury.Online Service and Protocol and JOT tokens.
- 9.3 You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring JOT tokens, including, without limitation, a demand for specific performance.
- 9.4 You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Website, Jury.Online Service and Protocol and JOT tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 9.5 The information, software, products, and services included in or available through the Website and Jury.Online Service and Protocol may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Jury.Online and/or its suppliers may make improvements and/or changes in the Website and Jury.Online Service and Protocol at any time. Jury.Online makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, Jury.Online Service and Protocol, JOT tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the

Website, Jury.Online Service and Protocol and JOT tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Jury.Online hereby disclaims all warranties and conditions with regard to the Website, Jury.Online Service and Protocol, JOT tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

- 9.6 You warrant to Jury.Online that you will not use the Website, the Jury.Online Service and Protocol or the JOT tokens for any purpose that is unlawful or prohibited by these Terms. You may not use Jury.Online Service and Protocol or JOT tokens in any manner that could damage, disable, overburden, or impair Jury.Online Service and Protocol, JOT tokens or the Website.

## **10. PRIVACY**

- 10.1 Jury.Online collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- 10.2 When you access the Website, or use our products or services we (or Heap Inc. or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 10.3 In principle we do not, but we may store and process your personal information on our servers in the EU, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centres, and information access authorization

controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

## 11. TAXES

- 11.1 All your factual and potential tax obligations are your concern and Jury.Online is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.
- 11.2 All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 12. INTELLECTUAL PROPERTY

- 12.1 We (Jury.Online ) retain all right, title and interest in all of our brand names, graphics, user interface design, text, logos, images information and data ("***Retained Jury.Online IP***"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of the Retained Jury.Online IP for any reason, except with our express, prior, written consent.
- 12.2 These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights over Retained Jury.Online IP being subject to any open source license, unless it is explicitly defined so in these Terms.
- 12.3 Retained Jury.Online IP is the property of Jury.Online and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights.



### **13. NOTICES**

- 13.1 We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. 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 account when we send the email, whether or not you actually receive or read the email.
- 13.2 To give us notice under this Agreement, you must contact us by email to support@jury.online. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 13.3 All communications and notices to be made or given pursuant to this Agreement must be in the English language.

### **14. MISCELLANEOUS**

- 14.1 Materials, such as Whitepaper, Lightpaper and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.
- 14.2 We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.
- 14.3 We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 14.4 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other

party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

- 14.5 These Terms do not create any third-party beneficiary rights in any individual or entity.
- 14.6 You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 14.7 The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 14.8 Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 14.9 All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, Jury.Online Service and Protocol and JOT tokens shall be finally settled under the Rules of Arbitration of the Arbitration Court of the Republic of Estonia Chamber of Commerce and Industry by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.
- 14.10 Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to Jury.Online via e-mail at address support@jury.online. You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to Jury.Online in accordance with this paragraph 14.10. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.10, shall be rejected immediately by the tribunal as premature.
- 14.11 These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, The Jury.Online Service and Protocol and JOT tokens. These Terms supersede all prior or contemporaneous representations,

understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

- 14.12 These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact Jury.Online via e-mail and immediately navigate away from the Website and cease using Jury.Online Service and Protocol.