

User Agreement

Welcome, and thanks for using coinye.co, When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the User Agreement below.

Note: You are entering into a legally binding agreement.

1. Introduction Last revised on October 23, 2015

We are a Digital Cryptocurrency and online Crypto Trading platform for professionals.

1.1. Purpose

Our mission is to connect the world's professionals to allow them to be more productive and successful. Our services are designed to promote economic opportunity for our members by enabling you and millions of other professionals to meet, exchange ideas, learn, and find opportunities and make decisions in a network of trusted relationships.

1.2. Agreement

When you use our Services (including Cryptocurrency & Trading Platform), you are entering into a legal agreement and you agree to all of these terms.

You also agree to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

You agree that by clicking "Join Now" "Join Coinye", "Sign Up" or similar, registering, accessing or using our services (including Cryptocurrency developer platforms, crypto services), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company). If you reside in the United States, your agreement is with Coinye and if you reside outside of the United States, your agreement is with Coinye Malta (each, "Coinye" or "we").

This "Agreement" includes this User Agreement and the Privacy Policy, and other terms that will be displayed to you at the time you first use certain features (such as starting a "Network," downloading one of our Wallet applications or purchasing cryptocurrency™), as may be amended by Coinye from time to time. If you do not agree to this Agreement, do NOT click "Join Now" (or similar) and do not access or otherwise use any of our Services.

Registered users of our Services are “Members” and unregistered users are “Visitors”. This Agreement applies to both.

2. Obligations

2.1. Service Eligibility

Here are some promises you make to us in this Agreement:

You're eligible to enter into this Agreement and you are at least our “Minimum Age.”

To use the Services, you agree that: (1) you must be the “Minimum Age” (defined below) or older; (2) you will only have one Coinye account (and/or one Trading account, if applicable), which must be in your real name; and (3) you are not already restricted by Coinye from using the Services.

“Minimum Age” means (a) 18 years old for the People's Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for Coinye to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age. The Services are not for use by anyone under the age of 13.

2.2. Your Membership

You'll keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law.

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law and the Dos and Don'ts below. You are responsible for anything that happens through your account unless you close it or report misuse.

Note that for Premium Services purchased by another party for you to use (e.g. Recruiter seat bought by your employer), the party paying for the Premium Service controls such an account (which is different from your personal account) and may terminate your access to it.

2.3 Payment

You'll honor your payment obligations and you are okay with us storing your payment information. Also, there may be fees and taxes that are added to our prices.

We don't guarantee refunds.

If you purchase any of our paid Packages (“Owner Packages”), you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. Also:

Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).

You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services.

You must pay us for applicable fees and taxes unless you cancel the Owner Packages, in which case you agree to still pay these fees through the end of the applicable subscription period. Learn how to cancel or change your Owner Packages and read about Coinye's refund policy.

Taxes are calculated based on the billing information that you provide us at the time of purchase.

2.4. Notices and Service Messages

You're okay with us using our websites and email to provide you with important notices. This Agreement applies to mobile applications as well. Also, you agree certain additional information can be shared with us.

If the contact information you provide isn't up to date, you may miss out on these notices.

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

Please review your Coinye.co settings to control and limit what kind of messages you receive from us.

2.5. Messages and Sharing

When you share information, others can see, copy and use that information.

3. Rights and Limits

3.1. Your License to Coinye

You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content.

You promise to only provide information and content that you have the right to share, and that your Coinye profile will be truthful.

As between you and Coinye, you own the content and information that you submit or post to the Services and you are only granting Coinye the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.

We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.

Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.

You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings.

By submitting suggestions or other feedback regarding our Services to Coinye, you agree that Coinye can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile information will be truthful. Coinye may be required by law to remove certain information or content in certain countries.

3.2. Service Availability

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content.

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

3.3. Other Content, Sites and apps

When you see or use others' content and information posted on our Services, it's at your own risk.

Third parties may offer their own products and services through Coinye, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Coinye generally does not review content provided by our Members. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it.

3.4. Limits

We have the right to limit how you connect and interact on our Services.

We're providing you notice about our intellectual property rights.

Coinye reserves the right to limit your use of the Services, including the number of your packages and your ability to contact other Members. Coinye reserves the right to restrict, suspend, or terminate your account if Coinye believes that you

may be in breach of this Agreement or law or are misusing the Services (e.g. violating any Do and Don'ts).

4. Disclaimer and Limit of Liability

4.1. No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, COINYE (AND THOSE THAT COINYE WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2. Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS COINYE HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), COINYE (AND THOSE THAT COINYE WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

5. Termination

We can each end this Agreement anytime we want.

Coinye or You may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

Our rights to use and disclose your feedback;
Members' and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
Sections 4, 6 and 7 of this Agreement;
Any amounts owed by either party prior to termination remain owed after termination.

6. Dispute Resolution

In the unlikely event we end up in a legal dispute, it will take place in California courts, applying California law.

You agree that the laws of the State of California, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts of Santa Clara County, California, USA, and we each agree to personal jurisdiction in those courts.

7. General Terms

Here are some important details about how to read the Agreement.

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Agreement, that does not mean that Coinye has waived its right to enforce this Agreement. You may not assign or

transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that Coinye may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. COINYE “DOs” and “DON’Ts.”

8.1. Dos. You agree that you will:

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;

Provide accurate information to us and keep it updated;

Use your real name on your profile;

Use the Services in a professional manner.

8.2. Don'ts. You agree that you will not:

Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;

Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “title” or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by Coinye);

Use an image that is not your likeness or a head-shot photo for your profile;

Create a false identity on Coinye;

Misrepresent your current or previous positions and qualifications;

Misrepresent your affiliations with a person or entity, past or present;

Misrepresent your identity, including but not limited to the use of a pseudonym;

Create a Member profile for anyone other than yourself (a real person);

Invite people you do not know to join your network;

Use or attempt to use another's account;

Harass, abuse or harm another person;
Send spam or other unwelcomed communications to others;
Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
Violate the intellectual property or other rights of Coinye, including, without limitation, using the word "Coinye" or our logos in any business name, email, or URL except as provided in the Brand Guidelines;
Use Coinye invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
Post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by Coinye;
Send messages to distribution lists, newsgroup aliases, or group aliases;
Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
Create profiles or provide content that promotes escort services or prostitution.
Creating or operate a pyramid scheme, fraud or other similar practice;
Copy or use the information, content or data of others available on the Services (except as expressly authorized);

9. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our Members.