SIRIN D-App Store Terms of Service

These Terms of Service, together with any other agreements or terms incorporated by reference, including the SIRIN D-App Store Privacy Policy (the "Terms") govern your use of the Platform. These Terms constitute a binding and enforceable legal contract between SIRIN and You. By accepting these Terms electronically by clicking a box indicating your acceptance, or by using the Platform, You agree to these Terms. If You are entering into these Terms on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the term "You" will refer to such entity and its affiliates. If the legal entity that You represent does not agree with these Terms, You must not accept these Terms or use the Platform.

1. Definitions

1.1. "Platform" means the SIRIN online marketplace for end-users that allows them to access, use or download third-party decentralized applications.

1.2. "Services" means any applications, products, services, documentation, and software made available through the Platform.

1.3. "We", "Us", "SIRIN" or "Our" means SIRIN LABS.

1.4. "You" means the company or other legal entity and its affiliates for which you are accepting these Terms.

2. The Platform and Services

2.1. Access to the Platform. You may access and use the Platform solely for legitimate and lawful purposes. We may update the Platform and the Services offered thereon from time to time, including adding or removing Services and Platform functions.

2.2. Software. Some Services may require You to download software. Any such software is licensed by the third-party offering such software through the Platform, under the terms made available through such software.

2.3. Services. The Services are offered by third-parties (the "Service Providers"). For clarity, such Services are not a part of the Platform and are not endorsed or recommended by SIRIN in any way. Your use of any Services is at your option and You assume all risk associated with use of such Services.

2.4. Children under 18. The Platform is not directed at children. If You are an individual under 18 years of age, please do not use the Platform.

3. Use Obligations and Restrictions

3.1. Obligations. You agree to do each of the following in connection with your use of the Platform: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, intellectual property rights and export control; (ii) pay the fees for the Services, if applicable, when due; and (iii) use reasonable security precautions for providing access to the Platform by other individuals to whom You provide access.

3.2. Restrictions. You must not misuse the Platform. For example, You may not, whether by yourself or anyone on your behalf (i) sell, resell, or lease the Platform or access
or attempt to access the Platform by any means other than the interface We provided or authorized; (ii) circumvent any access or use restrictions put into place to prevent certain uses of the Platform; (iii) use the Platform to store, share or transmit content which is unlawful, infringing, harmful or which violates any person’s rights, including privacy rights and intellectual property rights; (iv) attempt to disable, impair, or destroy the Platform; and (v) reverse engineer or decompile the Platform, attempt to do so, or assist anyone in doing so.

4. Intellectual Property Rights

4.1. Retention of Rights. All rights not expressly granted to You under these Terms are reserved by SIRIN and its licensors. We and Our licensors reserve all rights, title and interest to the Platform and any of its related intellectual property rights. The Terms do not convey to You an interest in or to SIRIN’s intellectual property rights. Nothing in the Terms constitutes a waiver of SIRIN’s intellectual property rights under any law.

4.2. Feedback. To the extent You provide Us any feedback, comments or suggestions ("Feedback"), You grant Us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Platform or any of Our current or future products or services.

5. Airdrops

5.1. Service Providers may provide You, in their sole and absolute discretion, with credits to be used in the Services. The credits are intended to serve as functional utility tokens designed solely for purchases through the Services on the Platform ("Tokens"). Note that in order to use Tokens, You may be required to provide Us with access to certain personal data about You, for identification purposes in connection with redeeming such Tokens. Such data will be used by Us in accordance with the D-App Store Privacy Policy.

5.2. THE TOKENS ARE PROVIDED ON AN “AS IS”, AND “AS AVAILABLE” BASIS, AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE TOKENS.

5.3. IN NO EVENT SHALL SIRIN BE LIABLE FOR: (I) ANY LOSS OF PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE PLATFORM OR THE SERVICES, PRODUCTS OR TOKENS OFFERED THEREON OR THE BREACH OF ANY OF THESE TERMS BY YOU OR BY ANY THIRD-PARTY; (II) ANY SECURITY RISK SUCH AS CYBERATTACKS, LOSS OF PASSWORD, LOSS OF PRIVATE KEY, OR SIMILAR; (III) ANY LOSSES RESULTING FROM THE VOLATILITY IN PRICING OF TOKENS IN ANY COUNTRIES AND ON ANY EXCHANGE OR MARKET; AND (IV) ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE, SALE OR OTHERWISE OF THE TOKENS, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR FAILURE TO PROPERLY SECURE ANY PRIVATE KEY TO A WALLET CONTAINING TOKENS.

5.4. If applicable law does not allow all or any part of the above limitation of liability to
apply to You, the limitations will apply to You only to the maximum extent permitted by applicable law.

6. Taxes

6.1. If applicable, You will bear and pay all direct and/or indirect taxes (including VAT) related to or arising from these Terms, other than any income or corporation taxes of SIRIN related thereto.

6.2. You will indemnify SIRIN for, and hold SIRIN harmless from and against, any and all liabilities or expenses at any time due, owing, paid or incurred by, or assessed against, SIRIN arising out of any direct and/or indirect taxes (including VAT) borne by SIRIN in connection with these Terms, other than any income or corporation taxes of SIRIN related thereto.

7. Indemnification. You will indemnify, defend, and hold harmless SIRIN, its affiliates, resellers, employees and agents from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third-party alleging that your use of the Platform infringes or misappropriates a third-party’s intellectual property rights or violates applicable law or that your use of the Platform is in violation of these Terms.

8. Disclaimers of Warranties

8.1. THE PLATFORM IS PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND SIRIN DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8.2. OTHER THAN AS EXPRESSLY STATED IN THE TERMS WE DO NOT WARRANT THAT THE PLATFORM WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS.

9. Limitation of Liability

9.1. IN NO EVENT WILL SIRIN BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PLATFORM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF SIRIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. IN NO EVENT WILL SIRIN’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE PLATFORM EXCEED AN AMOUNT OF US $100.00.

9.3. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. Term and Termination
10.1. **Term.** These Terms commence on the date You first accept them and will remain in effect until these Terms are terminated.

10.2. **Termination.** You may stop using the Platform at any time. We may suspend or terminate your access to the Platform at any time at Our discretion and without notice if You do not comply with these Terms. From the date of termination, You will no longer be able to access the Platform.

10.3. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Indemnification, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

11. **Governing Law and Jurisdiction**

These Terms are governed by the laws of the State of Israel excluding rules as to choice and conflicts of law and the courts in Tel Aviv will have jurisdiction; however, SIRIN or its affiliates may bring suit for payment in the country where your entity is located. You and SIRIN agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

12. **General**

12.1. **Changes to Terms.** SIRIN may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the Platform. You are responsible for checking the Platform regularly for such changes. By continuing to access or use the Platform You agree to be bound by the revised Terms.

12.2. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

12.3. **Waiver.** No waiver by Us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.

12.4. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between You and SIRIN.

12.5. **Entire Agreement.** These Terms contain the entire agreement between SIRIN and You relating to your use of the Platform and supersedes any and all prior agreements between SIRIN and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by SIRIN in these Terms.

12.6. **Assignment.** You may not assign your rights or delegate your obligations under these
Terms without SIRIN’s prior written consent. Any purported assignment contrary to this section will be null and void and without effect. SIRIN may assign its obligations hereunder among the various SIRIN entities within the SIRIN group, by a change to the definition of SIRIN hereunder which change will become effective upon posting on the Platform.

12.7. **No Third-Party Rights.** There are no third-party beneficiaries to these Terms.

*Last updated: Aug 2018*