

# Software User Agreement and Terms of Tokens Use

2017-09-22

Belize

*This terms define terms of use of software developed by Zenome.io Ltd.,, including smart contracts and tokens on the decentralized distributed networks.*

## General conditions.

Zenome software (hereinafter 'Software') is a composite software that works using together 1) the web (including the website zenome.io), 2) the decentralized distributed Ethereum blockchain, including smart contracts deployed on this blockchain, and 3) distributed peer-to-peer network based on Kademia protocol.

Software is a decentralized platform that allows its users to store, share, read, calculate and use genomic data.

This software was initially developed and deployed by **Zenome.io Ltd**, a company registered in Belize (hereinafter "Company," "we," or "us").

Zenome DNA Token ("ZNA Token") (hereinafter 'tokens') are part of the software and ensure its interaction with the Ethereum blockchain and users.

By using smart contracts, including tokens you expressly acknowledge and represent that you (hereinafter 'User' or 'you') have carefully reviewed and accepted this agreement between you as a User and the Company.

This agreement is deemed to be concluded in Belize between you and the Company on the date and time you start using the Software. Use of the software occurs in Belize regardless of the User's physical location.

These are legal terms and conditions of using the software. No other materials, including web-site texts, white paper, and other marketing material should be considered as establishing and defining legal relationship between the user and the company, nor the legal status of software including its tokens and network.

THE SOFTWARE, INCLUDING TOKENS IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR TOKENS.

## Nature and use of smart contract and tokens

Tokens are the accounting units used in the software, they represent and calculate the possibility of using the software provided by the company, implemented according to [ERC-20](#) standard. Tokens do not represent and are not and not intended to be currency, digital currency, security, commodity or any other kind of financial instrument.

‘Buying a token’ is buying services provided by the Company (i.e. using its software) in correspondent amount, and ‘selling a token’ means transfer the possibility to use software to another user. Tokens can be used only to obtain services of the Company by using its software, the Company will not under any circumstance provide any refund or any exchanges of tokens.

Code of smart contracts is open sourced, code is verified and published on [etherscan.io](https://etherscan.io)

## Initial service offering

Company offers to users purchasing of the units of software access and use represented by tokens as described in ‘ZNA Token Economics’ published on <https://zenome.io/download/terms.pdf>

## KYC

The Company can require the User to perform a user identification (KYC) procedure if required by applicable law or by judicial, arbitration or other legal procedure.

## Risks

The User understands and accepts that if the password and the private key is lost, the User will not be able to generate a new password or recover his private keys.

The User understands and accepts that the loss of the password and/or the private key will cause the permanent loss of the access to use of the software.

If the user transfers control of his account, including tokens to another person, including intermediaries or representatives, the user bears full responsibility for their actions.

## **Dispute resolution**

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the [IACC Arbitration Rules] ([https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration\\_Rules/IACC](https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC)) in the version in effect at the time of the filing of the claim.

And unless the parties agree otherwise in writing:

\* The language to be used in the arbitral proceedings shall be: English

\* The arbitral tribunal shall decide *ex aequo et bono*.

Any dispute arising out of or related to this agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals

## **Force majeure**

The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

## **Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## Restrictions

Software, including use of Tokens, are not being offered or distributed to U.S. persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a "U.S. person") do not use Software, and do not buy or attempt to buy Tokens.

## Other provisions

These agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at **info@zenome.io** and immediately stop using software. Do not use software until you agreed upon this agreement and terms of use.