**Terms of Service**

1. **Introduction**

These Terms of Service (the "**Terms**"), set out the general terms and conditions applicable to Your access and utilization of the website located at the URL address <https://bh.network> (the "**Website**"), as well as of any functionality, content, tools and services which We may provide to you (“**You**“) within Our marketplace (the ,,**Marketplace’**’).

These Terms constitute a legal agreement between You, either acting as a freelancer or as a customer of the freelancer (in Your capacity as the user of the Website, respectively the Marketplace) and BH Network International SRL, incorporated in Romania under the VAT number RO45607372 at the address Aleea Bistra, Nr. 1 , Bucharest ( hereinafter reffered to as the ,, **We’**’, **,, Us’’** and **,,Our’’**) - the entity who owns and operates the Website and any related software necessary for providing Our services within the Marketplace.

These Terms are applicable to You, in your capacity as a user of the Website and also of all services, tools, features, functionalities and information made available on the Website, respectively on Our Marketplace .

For ease of reference, when we are using the term ‘’*Website*’’, this term will include also Our Marketplace.

1. **Acceptance of the Terms**

Please read these Terms carefully before using the Website, to ensure that You understand each provision.

These Terms and any documents we refer to, form the agreement between You, as an user of the Website, and Us. We refer to all these documents as the "**Agreement**". You expressly agree to the terms of the Agreement and We will also treat Your access to and use of our Website, the opening of an account on the Website and the use of the Marketplace tools, as well as the use of Our token as acceptance of the terms of the Agreement.

You expressly agree to these Terms and You acknowledge that We will consider your access to and use of Our Website, Our services and tools from the Marketplace, Our token as acceptance of these Terms and consequently of the Agreement. You are responsible for checking our Website periodically in order to review the current version of the Terms and to familiarise yourself with any changes to them.

These Terms apply to any person accessing the Website and by using the Website You agree to be bound by them. The Privacy Notice and the Cookies Policy and all other policies presented on the Website shall be applicable to Your use of the Website.

***In case You don’t want to be bound by the Terms, You should not access the Website (including the Marketplace) and You shall not use Our token.***

1. **Amendments to the Terms**

We reserve the right, on Our sole discretion, to make changes to these Terms and to indicate, on the Website the fact that changes/modifications/variations have been occurred, this representing sufficient notice on this matter. Such changes shall be binding on users of the Website and shall take effect immediately upon posting.

You hereby agree to observe any changes, variations or modifications to Our Terms and Your continued use of or access to the Website and the use of Our token shall constitute acceptance of any such changes, variations or modifications. There might be times when we don't tell you about a change to these Terms, for example, if a change does not disadvantage you. A copy of the most up-to-date version of these Terms is available on our Website. It is Your responsibility to check the Terms periodically for changes.

If You do not agree to the changes, You must stop the use of the Website, including the Marketplace, as well as the use of Our token.

If there is a conflict between two versions of the Terms that You have agreed or been deemed to have agreed to, the latest version shall prevail, unless expressly provided otherwise.

1. **Our Marketplace**

By using blockchain technology, We provide a cheaper, safer, faster and fairer marketplace for global freelancing economy and their customers. We make available to freelancers (the ,, **Sellers**’’) the necessary tools to present and promote their services, which may include deliverables or even products/ items ( the ,, **Tasks’**’ ) on Our Marketplace, and to find customers for their Tasks.

 Also, We offer to the interested persons, irrespective if they are natural or legal persons (the ,, **Buyers**’’) the possibility to find a freelancer able to complete certain tasks needed by the Buyers. Thus, we are facilitating the connections between the Sellers and the Buyers, but We are not a party to any contractual agreements between Sellers and the Buyers .

We charge commissions (the ,,**Fees**’’) for facilitating the connections between the Sellers and the Buyers, for the promotion of the Tasks, as well as for the tools utilized by the Sellers and the Buyers from Our Marketplace for monitoring the completion of the Tasks and the payment.

 All users of the Marketplace have the opportunity to see the Fees that will be charged on the section ,,Fees’’ from the Marketplace, as well as on the presentation of the Tasks, if We deem necessary.

Please note that We may change from time to time the Fees and will update them by placing them on Our Marketplace the updated Fees. We may decide to temporarily modify certain Fees for promotional events, and such changes shall be effective when We will post a temporary promotional event on the Marketplace, or as notified through promotional correspondence and posts on Our communities on social media.

Our Fees are payable only in crypto-assets (including Our token- $BHAT). In case the Buyers do not have crypto- assets and/or the Sellers want to exchange in fiat currencies the tokens received for the Tasks, the Buyers may purchase crypto-assets and the Sellers may sell crypto-assets using authorized third-parties ‘ services. We will insert on Our Marketplace the links of authorized third parties or /and an integration toolkit (e.g. Transak ) with the authorised third parties to help the users to buy/sell crypto-assets from the authorized third parties. For the avoidance of any doubt, Our Marketplace does not offer crypto storage services, exchange services from crypto to fiat and viceversa. Please note that any such links or integration toolkit are provided for Your information and convenience only. We have no control over third party websites and We have no legal responsibility for any content, material or information contained in them.

In case of a disruption event (including but not limited to: any event or occurrence that causes a disruption in the functionality of any blockchain network and such disruption has an adverse effect on the processing time for the blockchain transactions; any event or occurrence that causes a disruption in the functionality of the smart contracts, or any compromise of security that has or in Our sole good faith determination may have an adverse impact, We may suspend Our services and tools related to the Marketplace as long as the technical issues persist.

We may modify, suspend or discontinue, temporarily or permanently, all or any part of Our services and tools related to the Marketplace with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, the Marketplace, and/or the services and tools, including without limitation, the structure, specifications, ‘’look and feel’’ navigation, features and other elements of the software and/or the services and tools or any part thereof. You agree that We will not be liable to You or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of all or any part of our services and tools from the Marketplace.

* 1. **Selling services presented on Our Marketplace**

Any freelancer (the **,, Seller’’**) who intends to use Our Marketplace for selling services, such services may involve also products/deliverables/ items ( the ,, **Seller’s Services’’**) must register on Our Marketplace and open a user account on Our Marketplace.

The Seller shall present the Sellers’s Services on a page on Our Marketplace (the ,,**Page’**’) and shall post his offers related to the Seller’s Services ( the,,**Tasks**’’), including the price, the term for completion, as well as the terms and conditions applicable to the Seller’s Services. The Seller may also offer customized offers to the buyers (the ,, **Customized Tasks**’’), in addition to their Tasks.

The Buyer analyses the Tasks and submits an order for a specific Task or a Customized Task, as the case may be. By submitting an order for the Task, the Buyer accepts the price established by the Seller. Once the information regarding the Buyer’s order is seen by the Seller on the Marketplace, the Seller shall start to work on the Task.

By submitting the order for the Task or the Customized Task, as the case may be, the Buyer shall send to the public address of a smart contract the number of tokens indicated in the Seller’s Task (the ‘’**Tokens**’’) and all the Tokens shall be blocked in the smart contract until the Task is completed by the Seller. Once the Task is completed by the Seller, the smart contract shall automatically do the followings: shall send the tokens to the public address of the Seller ‘s wallet for the respective Task and shall send to Us the tokens representing Our Fee as intermediary.

Our Fee is mentioned on each Task or on the Marketplace, as the case may be. For the avoidance of any doubt, We do not take custody or possession of the Tokens. We are receiving from the smart contract automatically only the portion of the Tokens representing Our Fee. We do not take possession or custody of the tokens for the Sellers.

Please note that We are acting only as an intermediary who facilitates the gathering of the freelancers and their customers. We are not involved whatsoever in the provision of the Sellers’ Services, and consequently, We are not involved and We are not a party in the sale-purchase transactions of the Tasks.

As a general rule, if You sell a Task, Customized Task (as the case may be) and if You successfully complete the Task, Customized Task (as the case may be) You will receive from the smart contract a number of tokens equal to 95% of the price for the respective Task and the rest of 5% shall represent Our Fee and shall be sent to Us by the smart contract. As mentioned above, Our Fee may be established on a different level and it may be modified by Us, but Our Fee shall be expressly mentioned on the Marketplace in such a case and You and the Buyer will be able to see Our Fee.

Only the Seller is responsible for the completion of the Task integrally and for the quality of the Seller’s Services.

On the Marketplace, the Buyers may submit reviews, there are used ratings as well as certain levels for the Sellers depending on certain criteria *( e.g.* performance, reviews, and reputation).

If the Sellers complete on time the Tasks, Customized Tasks and maintains high quality, as well as high ratings on the Marketplace, We may, on Our sole discretion, offer them with special opportunities, benefits, and tools, to be announced on the Marketplace and social media platforms.

If the Seller cannot maintain high-quality service ( s per the Buyers’ reviews), the Seller has a drop in ratings, then the Seller may lose its level and any potential benefits associated with that level.

If a Buyer submits a complaint against You (as a Seller) for a Task, We can investigate further the situation, We can request information and/or documents from You and the Buyer. You must provide Us with such information/ documents and please note that the price for the Task may be diminished based on Our investigation’s results showing that the Buyer’s complaint was legitimate and true.

* 1. **Seller’s acknowledgments, representations and warranties**

By using Our Marketplace, You acknowledge, represent and warrant that:

* 1. You are over 18 years old or the age of majority, required by your residence state, whichever is older, and You have capacity to enter into this Agreement;
	2. You are solely and completely responsible for Your own compliance with applicable legislation in Your jurisdiction;
	3. You are eligible to enter a legally online binding agreement with Us in accordance with the laws governing the jurisdiction applicable to You;
	4. By registering for an account, You shall provide Us with accurate, complete and updated information (including but not limited to the name/identification data, address, country of residence and fiscal code);
	5. You are providing the Seller’s Services in accordance with the applicable legal provisions and by providing the Seller’s Services no applicable legal provisions are breached;
	6. You are the real and only provider of the Sellers’ Services, the account has been registered on Our Marketplace for You and not for other third parties;
	7. You are validly existing in accordance with applicable legislation, You are entitled to provide the Seller’ s Services;
	8. You have obtained all necessary consent and authorizations from the competent authorities, professional bodies to provide the Seller’ s Services;
	9. You were not excluded from Your profession from the competent authorities, professional bodies and there is no decision regarding Your prohibition to provide the Seller’s Services;
	10. You are the only responsible person for the quality of the Seller’s Services;
	11. In case that the Seller’s Services involve material deliverables/ products/ items, We shall not take care of the shipping and delivery, We are not held liable for the shipping and delivery;
	12. You are the only responsible person for any infringement by the Seller’s Services, Seller’s content and the related Tasks of third parties’ rights, including intellectual property rights (e.g. copyright);
	13. You hereby accept and agree that the price for the Seller’s Services shall be blocked in the smart contract until the completion of the Tasks, Customized Tasks, as the case may be;
	14. You hereby accept to provide to Us or to a third provider indicated by Us all the information needed for Know Your Customer ("KYC") and/or Anti-Money Laundering ("AML") process;
	15. You are not creating an account on Our Marketplace for fraudulent or misleading purposes;
	16. You are solely responsible for any activity on Your account and for maintaining the confidentiality and security of Your password;
	17. Any action made on Your account shall be considered by Us as made by You. We shall not be liable for any acts, deeds or omissions by You in connection with Your account, the Seller’ s Services and the Tasks;
	18. You are not using Our Marketplace for the purpose of money laundering or terrorism financing or for any other unlawful purpose;
	19. You hereby agree that We may display Your company or business name ( as the case may be), logo, images, or other media as part of the Seller’s Services and/or other marketing materials relating to Your website, if the case, except where You have explicitly requested that We should not do this and We have agreed to such Your request in writing;
	20. You acknowledge and agree that We may use the public description of Your Tasks and the content of Your profile information on the Marketplace and social media posts for marketing and other related purposes;
	21. You will maintain the security and confidentiality of Your private keys, recovery keys, passwords. You hereby declare that You fully understand that if You lose your recovery words (and the private keys associated with Your wallet), You will not be able to access Your wallet and Your tokens received for the Tasks. We do not have access to Your recovery words (and the private keys associated with Your wallet), You are the only one who has access to them;
	22. You will not give Us control or access to any of Your tokens, and Your tokens received from the Buyers are not held in the Marketplace but are on the MultiversX blockchain or, if the case, on another blockchain (s) and ‘viewed’ through the Marketplace, if the case, and We do not control the blockchain(s) or Your tokens or the Buyer’s tokens;
	23. You are solely responsible for Your use of the Marketplace. Thus, You expressly hereby relieve and release Us from any and all liability and/or loss arising from Your use of the services and tools from the Marketplace;
	24. if You agree to these Terms on behalf of a legal entity, then You have the legal authority to hold liable the legal entity to these Terms;
	25. all information (including the information necessary for the invoices to be issued by Us for Our Fee) that You supply on Our Marketplace is true, accurate, complete and not misleading;
	26. our assessment of Your use of the Marketplace is performed on the basis of the information provided by You and We may rely upon information (and documents, if the case) provided by You and We are not responsible for any damages or losses which may arise from any inaccuracies;
	27. neither the entry into this Agreement, or use of the Marketplace or the giving of any other instruction will violate any law, rule, or regulation applicable to You;
	28. You cannot promote, without Our prior written consent, on other platforms/ website/ social media the content from Our Marketplace;
	29. We may publish on the Marketplace reviews from the Buyers, ratings, including negative reviews or low ratings on the Seller’s Services and Tasks;
	30. Complaints from the Buyers and/ or negative reviews or low ratings on the Seller’s Services and Tasks, improper behavior reported by other users, any breach of these Terms (including any breach of any representation or warranty) may lead to the suspension of Your account on Our Marketplace;
	31. You are responsible for obtaining any applicable general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance of the Seller’s Services;
	32. You hereby accept that in case a Buyer submits a complaint against You for a Task, We can investigate further the situation, We can request information and/or documents from You and the Buyer. You hereby accept to provide Us with such information/ documents and You hereby accept that the price for the Task may be diminished based on Our investigation’s results.
	33. You have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU state, UK, Treasury and US Office of Foreign Assets Control (OFAC);
	34. You are not a citizen or resident of, or located in, a geographic area that is subject to U.S., EU, OECD or other applicable sanctions or embargoes;
	35. You are not an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals List, the U.S. Department of State’s Debarred Parties List or other applicable sanctions lists, in particular the EU or OECD-sanction lists;
	36. You can understand the underlying mechanisms of the Marketplace, blockchain and smart contracts;
	37. the Seller expressly assigns to the Buyer the copyright in the delivered work (including deliverables);
	38. You have not and will not upload or transmit any malicious code to the Website, respectively to Our Marketplace or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the Website, respectively to Our Marketplace or Our tools and services;
	39. You will use the Marketplace offered by Us in accordance with these Terms and the other policies from the Website, honestly, fairly and in good faith;
	40. You will not send unwanted Tasks to the Buyers and unwanted marketing materials;
	41. You, as a user of the Marketplace, hereby declare that You fully understand that the Our services and tools from the Marketplace involve nascent technologies, and the usage of such services and tools could result in partial or complete loss of crypto-assets and consequently You undertake the risk associated with the use of nascent technologies.
	42. Our Marketplace does not facilitate the storage, the exchange from crypto to fiat or sending of fiat currencies;
	43. You are responsible to pay all taxes, and duties imposed by any governmental authority, to fill out any form associated with Your sale of Your Services, including deliverables, items, and products. We do not calculate and We do not withhold any taxes for the Sellers’ Services including deliverables, items and , products, We do not fill out any form for You;
	44. whatever information the Sellers receive from the Buyers, which is not public , shall not be used for any purpose whatsoever by the Sellers other than for the delivery of the Tasks to the Buyers;
	45. Our Privacy Notice shall be applicable to your use of the Website, respectively Our Marketplace.
	46. **Purchasing services presented on Our Marketplace**

You, as a Buyer of the Tasks, Customized Tasks acknowledge and understand that the Marketplace is not the Seller of the Tasks, Customized Tasks. Our Marketplace consists in a software platform that facilitates the access of the Buyers to the Tasks sold by the Sellers and published on it.

You, as a Buyer, are not allowed to contact the Sellers for offering payments for the Sellers’ Services presented to Our Marketplace by any other method other than placing an order through Our Marketplace.

When purchasing a Task, Customized Task (as the case may be) from a Seller presented in Our Marketplace, the Buyer obtains all rights, including the intellectual property rights (e.g. license rights), for the Task ( including the deliverables), unless otherwise specified by the Seller on the Seller’s offer or the Seller’s Page.

Please note that some Sellers’ offers are charging additionally for commercial use license. Please read carefully the terms and conditions of the Seller’s offers.

By submitting an order for the Task, the Buyer accepts the price established by the Seller. Once the information regarding the Buyer’s order is seen by the Seller on the Marketplace, the Seller shall start to work on the Task.

By submitting the order for the Task or the Customized Task (as the case may be), the Buyer shall send to the public address of a smart contract the Tokens and all the Tokens shall be blocked in the smart contract until the Task is completed by the Seller. Once the Task is completed by the Seller, the smart contract shall automatically do the followings: shall send the tokens to the public address of the Seller ‘s wallet for the respective Task and shall send to Us the tokens representing Our Fee as intermediary.

Our Fee is mentioned on each Task or on the Marketplace, as the case may be. For the avoidance of any doubt, We do not take custody or possession of the Tokens. We are receiving from the smart contract automatically only the portion of the Tokens representing Our Fee. We do not take possession or custody of the tokens.

In case the respective Task involves deliverables/products/items that require physical delivery, You will be asked to provide a shipping address. The only person responsible for the shipping is the Seller. We are not in charge of any shipping arrangements. Our Marketplace shall contain only the shipping information provided by the Seller. We take no responsibility regarding the accuracy and correctness of the shipping information provided by the Seller and We shall not be responsible or liable for any damages or other problems resulting from shipping.

Sellers must complete the Tasks within the delivery time they specified in their offers. In case the Seller do not complete the Task within the delivery time, the Buyer may cancel the Task when the Task is marked as late.

The Sellers shall send completed files and/or proof of work to mark the Task as delivered using the Marketplace. You, as a Buyer, are responsible for scanning all these files for viruses. We shall not be held liable for any damages which might occur due to the usage of the Marketplace, use of content or files transferred by the Sellers using the Marketplace.

You, as a Buyer, may request revisions/amendments on the Task after the Task is marked as delivered if the deliverables/ items do not match the Seller's description on the Task or they do not match the requirements sent to the Seller.

Please note that a Task is considered as completed after it is marked as delivered by the Seller and then accepted by You, as a Buyer. The Task will be automatically marked as completed if no request for modification was submitted by You within 5 days after the Task was marked as delivered. You, as a Buyer may extend such period by up to 60 additional days. Once the Task is considered completed, the smart contract shall send the Tokens to the Seller for the Task and Our portion of the Tokens representing Our Fee to Us.

If the Task involves several stages/ milestones with several corresponding payments, each stage/ milestone is considered as completed after it is marked as delivered by the Seller and then accepted by You, as a Buyer. If no request for modification is submitted by You, as a Buyer, within 5 days after being marked as delivered by the Seller, the respective stage/ milestone shall be considered as completed, but the following stages/ milestones will not start if You do not send the tokens for the next stages/milestones to the public address of the smart contract within 5 days as of the delivery date of the previous stage/ milestone.

Please be informed that, if You (as a Buyer) decide to stop the future milestones/ stages before the current ordered milestone/ stage is delivered by the Seller, the current milestone/stage shall not be canceled. We cannot reverse transactions on the blockchain.

If the Task involves any in-person meeting with the Seller, to meet in person.

We cannot guarantee the behavior, conduct, safety, suitability, or ability of either Buyers or Sellers. All users must observe certain rules with respect to their behavior, as presented in these Terms, but We cannot guarantee their observance and thus the in-person meetings may trigger risks that are undertaken by the users, not by Us. For the avoidance of any doubt, We shall not be held liable for any conduct, behavior, or suitability of the deliverables, items, or Tasks.

We encouraged You to communicate to the Seller any concerns/ issues experienced during their active Task. Also, You can write a feedback review, it shall not be removed unless there are clear violations of these Terms.

Please note that all feedback reviews must come from legitimate Buyers of the Tasks completed exclusively through the Marketplace. Any purchases arranged or with the scope to abuse the Marketplace with purchases from multiple accounts shall trigger a permanent suspension of all related accounts.

You can leave reviews on Tasks up to 90 days after a Task is marked as complete. Sellers may not request the removal of feedback reviews from the Buyers through mutual cancellations.

After the Buyer submits the review, the Seller will receive a notification and will also have the chance to leave a review about working with the Buyer. After the term above-mentioned has elapsed, the reviews are made public.

As above-mentioned, when purchasing a Task, Customized Task (as the case may be) from a Seller presented in Our Marketplace, the Buyer obtains all rights, including the intellectual property rights necessary for their use by the Buyer (e.g copyrights are assigned to the Buyer or licenses are granted to the Buyer), for the Task (including the deliverables), unless otherwise specified by the Seller on the Seller’s offer or the Seller’s Page.

For the avoidance of any doubt, in case of customized created deliverables (e.g. art work, design work), the deliverables and related copyright shall be the exclusive property of the Buyer

* 1. **Buyer’s acknowledgments, representations and warranties**

By using Our Marketplace, You acknowledge, represent and warrant that:

1. You are solely and completely responsible for Your own compliance with applicable legislation in Your jurisdiction;
2. if You agree to these Terms on behalf of a legal entity, then You have the legal authority to hold liable the legal entity to these Terms and You are eligible to enter a legally online binding agreement with Us in accordance with the laws governing the jurisdiction applicable to You;
3. By registering for an account, You shall provide Us with accurate, complete and updated information (including but not limited to the name/identification data, address, country of residence and fiscal code);
4. By purchasing the Tasks, no applicable legal provisions are breached;
5. You understand that You are purchasing the Seller’s Services Tasks from the Seller, not from Us. In case that the Seller’s Services involve material deliverables/ products/ items, We shall not take care of the shipping and delivery, We are not held liable for the shipping and delivery;
6. We shall not be held liable for any infringement by the Seller’s Services and the related Tasks of third parties’ rights, including intellectual property rights (e.g. copyright);
7. You hereby accept and agree that the tokens representing the price for the Seller’s Services shall be blocked in the smart contracts until the completion of the Tasks, Customized Tasks, as the case may be;
8. You hereby accept to provide to Us or to a third provider indicated by Us all the information needed for Know Your Customer ("KYC") and/or Anti-Money Laundering ("AML") process;
9. You are not creating an account on Our Marketplace for fraudulent or misleading purposes;
10. Your content posted on the Marketplace, in whatever section, does not breach any intellectual property rights of the third parties (including copyright, trademark rights) or contract rights;
11. You are solely responsible for any activity on Your account and for maintaining the confidentiality and security of Your password;
12. Any action made on Your account shall be considered by Us as made by You. We shall not be liable for any acts, deeds or omissions by You in connection with Your account and the Tasks;
13. You are not using Our Marketplace for the purpose of money laundering or terrorism financing or for any other unlawful purpose;
14. You hereby agree that We may display Your company or business name (as the case may be), logo, images, or other media relating to You, if the case, except where You have explicitly requested that We should not do this and We have agreed to such Your request in writing;
15. You acknowledge and agree that We may use the public description of Your Tasks purchased on the Marketplace and social media posts for marketing and other related purposes;
16. You will maintain the security and confidentiality of Your private keys, recovery keys, passwords. You hereby declare that You fully understand that if You lose your recovery words (and the private keys associated with Your wallet), You will not be able to access Your wallet and Your tokens to pay for the Tasks. We do not have access to Your recovery words (and the private keys associated with Your wallet), You are the only one who has access to them;
17. You will not give Us control or access to any of Your tokens , and Your tokens sent for the Tasks are not held in the Marketplace, but are on the MultiversX blockchain or, if the case, on another blockchain (s) and ‘viewed’ through the Marketplace, if the case, and We do not control the blockchain(s) or Your tokens;
18. You are solely responsible for Your use of the Marketplace. Thus, You expressly hereby relieve and release Us from any and all liability and/or loss arising from Your use of the services and tools from the Marketplace;
19. all information (including the information necessary for the invoices to be issued by Us for Our Fee, as the case may be) that You supply on Our Marketplace is true, accurate, complete and not misleading;
20. our assessment of Your use of the Marketplace is performed on the basis of the information provided by You and We may rely upon information (and documents, if the case) provided by You and We are not responsible for any damages or losses which may arise from any inaccuracies;
21. neither the entry into this Agreement, or use of the Marketplace or the giving of any other instruction will violate any law, rule, or regulation applicable to You;
22. We may publish on the Marketplace reviews from the Sellers on Your behaviour, including negative reviews;
23. Complaints from the Sellers and/ or negative reviews, improper behaviour reported by other users, any breach of these Terms (including any breach of any representation or warranty) may lead to the suspension of Your account on Our Marketplace;
24. You hereby accept that in case You submit a complaint against a Seller for a Task, We can investigate further the situation, We can request information and/or documents from You and the Seller. You hereby accept to provide Us with such information/ documents;
25. You have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU state, UK, Treasury and US Office of Foreign Assets Control (OFAC);
26. You are not a citizen or resident of, or located in, a geographic area that is subject to U.S., EU, OECD or other applicable sanctions or embargoes;
27. You are not an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals List, the U.S. Department of State’s Debarred Parties List or other applicable sanctions lists, in particular the EU or OECD-sanction lists;
28. You can understand the underlying mechanisms of the Marketplace, blockchain and smart contracts;
29. You have not and will not upload or transmit any malicious code to the Website, respectively to Our Marketplace or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the Website, respectively to Our Marketplace or Our tools and services;
30. You will use the Marketplace offered by Us in accordance with these Terms and the other policies from the Website, honestly, fairly and in good faith;
31. You, as a user of the Marketplace, hereby declare that You fully understand that the Our services and tools from the Marketplace involve nascent technologies, and the usage of such services and tools could result in partial or complete loss of crypto-assets and consequently You undertake the risk associated with the use of nascent technologies;
32. Our Marketplace does not facilitate the storage, the exchange from crypto to fiat or sending of fiat currencies;
33. Our Privacy Notice shall be applicable to Your use of the Website, respectively Our Marketplace;
34. If You request an invoice related to the Task purchased, only the Seller may issue such invoice, if the case. We will issue only the invoice related to Our Fee for our activity as an intermediary;
35. We make no representations or warranties, express or implied, of functionality, merchantability, usage, security, suitability or fitness for any particular purpose, or technical quality of any Seller’s Services and deliverables;
36. You are responsible to pay all taxes, and duties imposed by any governmental authority, to fill out any form associated with your purchase and use of the Seller’s Services and deliverables. We do not calculate and We do not withhold any taxes for the Sellers’ Services including deliverables, items, and products, We do not fill out any form for You;
37. We do not guarantee in any way the completeness or accuracy of the information presented on the Our Marketplace;
38. whatever information the Buyer receives from the Seller, which is not public, shall not be disclosed by the Buyer;
39. If You breach any warranty or representation made under this Agreement, we may suspend Your account and prohibit your access to Our Marketplace.
40. **Access to the Marketplace**

Access to the Website and the Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory.

We do not promise or guarantee that:

* 1. access to our Marketplace, any part of Our tools and services, our Terms and other information provided by Us on the Marketplace will be continuous, uninterrupted, timely, or error-free or omissions-free;
	2. the tools on the Marketplace will be always available;
	3. Our Marketplace, or any content on it, will always be available or uninterrupted (from time to time, access may be interrupted, suspended or restricted, as indicated below or due to the fact that We are carrying out planned maintenance);
	4. the Website, respectively Our Marketplace is free of viruses or errors, its content is accurate, that it will be uninterrupted, or that defects will be corrected;

We have the right to limit, on Our sole discretion, the availability of the Website, respectively Marketplace to any person, geographic area or jurisdiction and/or to prohibit Your access to and use of the Website, respectively Marketplace, at any time.

We may suspend or disable Your access to the Website, respectively Marketplace if We deem it reasonable to do so, including but not limited to the case that You breach these Terms or in case of legal restrictions ( *e.g*. AML requirements and/or restrictions, suspicious incidents).

We may remove or amend the content of the Website, respectively Marketplace at any time. However, some of the content may be out of date at any given time and We are under no obligation to update it.

The access to the Website, respectively the Our Marketplace or any of its parts, may be interrupted, suspended or restricted, in certain cases, including but not limited to: a breach of these Terms by You, an error, unforeseen circumstances, planned maintenance, AML requirements and/or restrictions.

We are not liable to You where you suffer a loss, cost, or expense as a result of:

* 1. any delay or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, any cyber-attack or any phishing, spoofing or other attack;
	2. any loss caused by theft, robbery, burglary or other criminal taking if a computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system is used to perform such acts;
	3. the Website, respectively Our Marketplace, being unavailable at any time for any reason;
	4. any loss of any kind resulting from any communication failures, disruptions, errors, distortions or delays You may experience when using the Website, respectively Our Marketplace, regardless of how they are caused;
	5. any lost profits or damages that are caused by or are connected to unauthorized use of the Website, respectively Our Marketplace; and
	6. any loss of any kind, from action taken in reliance on material or information, contained on the Website, respectively Our Marketplace and/or on the blockchain systems.
	7. any loss of any kind resulting from any communication failures, disruptions, errors, distortions or delays You may experience when using the blockchain networks, regardless of how they are caused;

As a condition to accessing or using the Website, respectively Our Marketplace, You:

1. will only use the Website, respectively Our Marketplace, for lawful purposes and in accordance with these Terms;
2. will ensure that all information that you provide on the Website, respectively Our Marketplace, is current, complete and accurate;
3. will maintain the security and confidentiality of access to Your crypto-assets wallet;
4. shall comply with all applicable national and international laws, statutes, ordinances and regulations applicable to your use of the Website, respectively Our Marketplace;
5. shall not breach any applicable legislation, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended;
6. shall not use the Website, respectively Our Marketplace for any purpose that is unlawful and You shall not perform illegal activities;
7. shall not exchange adult-oriented or pornographic materials and You shall not provide such services using Our Marketplace;
8. shall communicate in a friendly, constructive, and professional manner and shall have adequate behaviour. We do not allow bullying, harassment, or hate speech towards others;
9. shall not contact other users by sending them other offers, questions, suggestions or anything which is not directly related to their Tasks or orders;
10. shall not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a Task must be provided in the Marketplace.
11. shall not use a false identity on the Marketplace, create a profile for other persons than yourself, You shall not use or attempt to use another user’s account or information;
12. You shall not provide profile information (e.g. Your description, skills, location) which are not accurate and complete and such information shall not be misleading, illegal, offensive or otherwise harmful;
13. You shall not harass other users through Our messages or ordering system.
14. shall not export, reexport, or transfer, directly or indirectly, Our technology in violation of applicable export laws or regulations;
15. shall not infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Website, respectively Our Marketplace;
16. shall not misrepresent the truthfulness, sourcing, or reliability of any content on the Website;
17. shall not use the Website, respectively Our Marketplace, in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website, respectively Our Marketplace, or that could damage, disable, overburden, or impair the functioning of the Website, respectively Our Marketplace, in any manner;
18. shall not attempt to circumvent any content filtering techniques or security measures that We employ on the Website, respectively Our Marketplace, or attempt to access any service or area of the Website, respectively Our Marketplace, that You are not authorized to access;
19. shall not use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Website, respectively Our Marketplace, to extract data;
20. shall not introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website, respectively Our Marketplace.
21. **Content that You post on Our Marketplace and Our Social Media Communities**

When you post content onOur Marketplace and Our Social Media Communities, You:

* 1. must not post any personal or security information about Yourself or about anyone else and you must not try to obtain the personal or security information of someone else;
	2. must make sure that all content You post belongs to You or that You have a right to post that information and that You do not violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You shall be liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any content that you post;
	3. must not post anything which is abusive, inciteful, defamatory, harassing, insulting, sexually explicit, offensive, racist, rude, hateful, threatening, violent, or illegal;
	4. must not post that We endorse or warrant your content;
	5. must not advertise or promote another business or service, or any type of commercial content including spam; and
	6. must not post content containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the users of the Website, respectively Our Marketplace;
	7. encourage or induce any third party to engage in any of the activities prohibited under these Terms.

We may review and monitor Your activity and posts on Our Marketplace and Our Social Media Communities. If You breach any of the above rules, We will record such breach and We will remove the post without communicating You. We may also block Your access to the Marketplace or terminate our Agreement with You - We will communicate you when We will take such measures. We may also be required by applicable legislation to communicate to regulators or government authorities about a breach, and help them in any investigation about a breach.

By posting content on the Our Social Media Communities, on the Website respectively on Our Marketplace, You specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your content, and We shall be free to use such content, in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to You, including without limitation, our Website, advertisements, in printed media, and in newspapers.

1. **Intellectual Property Rights**
	1. **Content included in the Website or made available through Our Marketplace**

All Our content included in the Website or made available through Our Marketplace, including Our tools and services, including but not limited to all copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and any other intellectual property rights ("IP") is Our property, Our affiliates or Our licensors and is protected by local and international intellectual property laws and treaties.

You may not, without our prior written consent:

1. modify, copy, display, distribute or commercially exploit any IP or materials (including text, video, audio or user interface design) in the content of Our Marketplace;
2. remove any proprietary notices from any IP;
3. attempt to derive any source code for Our Marketplace; and
4. attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Marketplace.

The use of the tools and Our services does not grant you any rights other than those granted to You under these Terms. Nothing contained on our Website or any communications to You shall be construed as granting, by implication or otherwise, any licence or right to use any IP without Our prior written consent.

If You create a hyperlink to one or more of our Website, the hyperlink and context in which it is used may not, without our prior written consent, suggest an endorsement, sponsorship or affiliation with Us, our affiliates or Our services, and may not make use of any of our IP other than that contained within the text of the hyperlink.

You will not make use of our URL (or any other URL owned by us) on another website or digital platform without Our prior written consent.

You agree not to monitor, use or copy Our web page without Our prior consent. Any unauthorised use or reproduction may be prosecuted.

* 1. **Provisions applicable to the Sellers on the Marketplace**

You, in your capacity of Seller on the Marketplace, hereby represent and warrants that You and the Seller’s Services, Tasks (including deliverables) do not breach any copyright, trademark rights, contract rights or any other intellectual property rights of any third party (person or entity).

You shall be liable to Us for any damage resulting from any infringement or other breach of the copyright, other intellectual property rights of any individual or entity, and for any other harm or losses incurred by Us. In this respect, You, in your capacity of Seller on the Marketplace, hereby agree to indemnify and hold harmless Us against any and all claims and expenses, including attorneys’ fees, arising out of any breach or alleged breach of such intellectual property rights.

In case of a third-party’s notice, allegation, demand or claim addressed to Us with respect to any actual or alleged infringement/ breach of any intellectual property rights, We may notify You, about the third party’ s notice, allegation, demand or claim and We are entitled to request You to support the attorneys’ fees for responding to the third party’s notice, demand, the allegation as well as any expenses (including attorneys’ fees) incurred by Us in case that lawsuits are initiated against Us.

You hereby grant Us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to any digital file, art, any text, materials, images, files, that You post on or through the Marketplace.

You hereby represent and warrant that You have, or have obtained, all rights, licenses, consents, permissions, power and authority necessary to grant the rights mentioned herein for the content above-mentioned, as well as to grant Us the license described above, and that the content and the license above-mentioned do not breach any laws.

We shall not be liable for any breach of any intellectual property rights in connection with Your content displayed by Us on Our Website, including Our Marketplace.

1. **Risks**

You acknowledge that Your use of the tokens involve certain risks, including without limitation the following risks:

1. Tokens are an extremely high-risk digital assets, with high volatility. You should not use Tokens unless You have the necessary knowledge and expertise, and understand these digital assets’ characteristics and your exposure to risk.
2. Tokens should be seen as high-risk digital assets;
3. Any smart contracts you interact with are entirely your own responsibility and liability;
4. Tokens may involve certain risks, including, but not limited to: the risks related to the malfunction of the hardware, software and Internet connections, the risk of malicious software;
5. the Tokens are not securities or any other financial instruments;
6. the commercial or market value of Tokens may materially decrease in value as a result of a variety of factors.

You accept and acknowledge that We will not be responsible for the risks of engaging in any transactions relating to your tokens with third parties.

You accept and acknowledge that We will not be responsible for any loss of access to your crypto-assets and/or tokens due to loss of your private key(s), custodial error, hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties.

Taking into consideration the above-mentioned, You hereby agree that:

1. You assume all risk in connection with Your access and use of the Website, Our Marketplace and the smart contracts;
2. You expressly waive and release Us from any and all liability, claims, causes of action, or damages arising from or in any way related to Your use of the Website, Our Marketplace or the smart contracts.

You acknowledge and agree that We will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the MultiversX blockchain or any other blockchain, however caused.

1. **Third-Party Links**

The Website may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for Your information and convenience only. We have no control over third party websites and We have no legal responsibility for any content, material or information contained in them.

The display of any hyperlink and reference to any third-party website does not mean that We endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

1. **Privacy Policy**

We may record and collect information about You. You can find more information about how We will you process your personal information in our Privacy Policy.

1. **Disclaimers**

Please note that Our tokens ($BHAT) do not represent securities or any financial instruments. In this respect, please note that the Our tokens are not guaranteed with fiat currencies or other assets and no shares are granted in Our share capital (and implicitly neither voting rights in Us) nor other rights regarding the acquisition of Our shares (including option rights).

We do not guarantee that the Website, respectively Our Marketplace will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs in order to access the Website. You should use your own virus protection software.

The content and materials available on the Website, respectively Our Marketplace are for informational purposes only and is not intended to address your particular requirements.

In particular, the content and materials available on the Website does not constitute any form of investment advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell or any other financial services and is not intended to be relied upon by you in making any specific decisions.

Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. We shall not be responsible for any loss arising from any decision based on any recommendation, forecast or other information provided.

Nothing included in the Website constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction.

From time to time, reference may be made to data we have gathered. These references may be selective or, may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

For avoidance of any doubts, any representation or other affirmation of fact, including statements regarding capacity, suitability for use or performance of the Website, respectively Our Marketplace, or the content presented on, or through Our Marketplace, whether or not or supposed to be made by any of our directors, officers, employees, collaborators, which is not expressly contained in these Terms, shall not be considered to be a warranty by the involved persons for any purpose, or give rise to any liability of our employees, officers, directors and collaborators whatsoever.

1. **Limitation of liability**

We shall not be liable for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential or special damages arising from Your use of the Website, respectively Our Marketplace or any information contained in it. You are using the Website, respectively Our Marketplace, at Your own risk.

We (including our affiliates, officers, directors, employees and collaborators), shall not be liable to You for any direct, indirect, consequential loss, damage, cost or expense (including legal costs), loss of profit, loss of business, loss of reputation, damage or corruption of data or any similar damage or loss costs, expenses and payments, arising from, or in connection with the content, the use of or the inability to use the Website, respectively Our Marketplace or its features, or from any failure, error, or breakdown in the function of the Website, respectively Our Marketplace, or from any fault, or error made by our officers, directors, employees, directors and collaborators or from your reliance on content available on the Website, respectively Our Marketplace, or from any communication with Us, or from any denial or cancelation of Your user account, or from retention, deletion, disclosure and any other use or loss of your content on the Website, respectively Our Marketplace.

We (including our affiliates) shall not be liable for (i) the tokens ($BHAT) losing value or utility, having no value or utility, or any change in the value or utility of the tokens; (ii) losses incurred by any person or entity in connection with the use or transfer of the tokens ($BHAT), (iii) the inability of any holder of tokens ($BHAT) or any other person or entity to use or access the Marketplace, Our services and tools, or (iv) if the Marketplace is hacked or otherwise infected with harmful code, any results of, or loss directly or indirectly caused by, such hacking or harmful code; (v) if You are a victim of any fraud from third parties.

 We shall not be responsible or liable to You for any losses, damages or claims arising from: (i) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses; (ii) server failure or data loss; (iii) blockchain networks, crypto wallets or corrupt files; (iv) unauthorized access to Your account; or (v) any third party activities, including without limitation the use of viruses, phishing,

or other attacks.

**13. Miscellaneous**

We may perform any of Our obligations, and exercise any of the rights granted to Us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by Us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Website is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between You and Us with respect to Your use of the Website, respectively Our Marketplace and Our services and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between You or Us.

Any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach or termination thereof, shall be settled by the competent courts fromRomania. The applicable law shall be Romanian law.

**14.Contacting Us**

Should You have any question about these Terms, or wish to contact Us for any reason whatsoever, please do so by sending us an email at contact@topiqs.com