

## Terms and Conditions

**Please read these terms and conditions before using the websites of the Unigrid Foundation.**

### **Introduction**

These Terms and Conditions ("Terms") are entered into by and between you and the Unigrid Foundation and its affiliates ("Foundation", "we" or "us"). These Terms govern your access to and use of current and future online and mobile websites, platforms, services, applications, content, functionality and networks owned and operated by the Foundation, including without limitation, unigrid.org and decentralized-internet.com (collectively, the "websites").

Please read these Terms carefully before you start to use the websites or other services provided by the Unigrid Foundation. By using the websites or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms in addition to our Privacy Policy, including Cookie Policy, as published at unigrid.org

If you do not agree to these Terms or to the Privacy Policy, you must not access or use the websites or other services provided by the Unigrid Foundation.

### **Who May Use the websites**

The websites are offered and available to users who are 18 years of age or older. The websites are not intended for children under 18 years of age. By using the websites, you represent and warrant that you are 18 years of age or older and that you are not barred from using the websites under any applicable law. If you do not meet these requirements, you must not access or use the websites.

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To access the websites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the websites that all the information you provide on the websites are correct, current and complete. You agree that all information you provide to register using the websites or otherwise, including, but not limited to, using any interactive features on the websites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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You may use the websites only for lawful purposes and in accordance with these Terms. You agree not to use the websites:

- in any way that violates any applicable federal, state, local or international law or regulation
- for any purpose that violates these Terms or any other terms or policies provided in connection with the websites or services
- to gain unauthorized access to, interfere with, damage or disrupt any parts of the websites, the server(s) on which the websites are stored, or any server, computer or database connected to the websites
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the websites, or which, as determined by us, may harm the Foundation or users of the websites or expose them to liability
- to commercialize any application, code or any information or software associated with such application and/or the websites, without the prior consent of the Foundation
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other

similar solicitation

- to impersonate or attempt to impersonate the Foundation, a Foundation employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing)
- use any device, software or routine that interferes with the proper working of the websites
- attack the websites via a denial-of-service attack or a distributed denial-of-service attack
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful
- to upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense or, in the sole judgment of the Foundation, is objectionable or misleading
- to facilitate or assist another person to do any of the above acts

You also agree that if you learn of any unauthorized or unacceptable use of the websites, by any person or entity, you will promptly notify the Foundation.

### **Linking to the websites and Social Media Features**

You may link to our websites, other services and our social media platforms, provided you do so in a way that is fair and legal and does not damage the reputation of the Foundation or take advantage of it. You may not establish a reference or link in such a way that it suggests any form of association, approval or endorsement from the Foundation without prior written consent.

### **Links from the websites**

If the websites contain links which direct you to websites provided by third parties, these links are provided only for your convenience. We have no control over those third-party websites, so we do not accept any responsibility for them or any liability for any loss or damage that may arise from your use of them.

### **No Waiver**

The Foundation's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

### **Reliance on Information Posted**

The information presented on or through the websites is made available solely for general information purposes. The Foundation does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Foundation disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the websites, or by anyone who may be informed of any of its contents. These websites and other services may include content provided by third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Foundation, are solely the opinions and

the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Foundation. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**Force Majeure**

The Foundation will not be responsible for any damage, loss, delay, or inconvenience caused by circumstances beyond our control. Such circumstances include but are not limited to war, threat of war, riots, civil strife, or terrorist activity, industrial disputes, natural or nuclear disasters, fire, airport closures, bad weather conditions, interruption or failure of a utility service or the acts of any local or national government.

**Geographic Restrictions**

The owner of the websites is based in Sweden. The Foundation makes no claims that the websites or any of its content is accessible or appropriate outside of the European Union. Access to the websites may not be legal by certain persons or in certain countries. If you access the websites from outside the European Union, you do so on your own initiative and are responsible for compliance with local laws.

**Change to these Terms and Conditions**

The Foundation may update these Terms and Conditions from time to time and inform you on the websites or through other channels of information that these Terms have been amended. The current version of the Terms and Conditions, as published on our website, is applicable. Your continued use of the websites and services after any such changes, with or without having explicitly accepted the new Terms, shall constitute your acceptance of such changes. You are responsible for verifying these Terms in their current and in effect version from time to time.

**Disclaimer of Warranties**

You acknowledge and agree that your access to and use of the websites is at your own risk. The websites, its contents and any services or items obtained through the websites are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. The Foundation hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. Some jurisdictions do not allow exclusion of warranties or limitations on the duration of implied warranties. In such cases the above disclaimer will apply to the maximum extent permitted by applicable law in your country. If you are dissatisfied with any portion of the websites or with these terms, your sole and exclusive remedy is to discontinue use of the services.

**Limitation of Liability**

To the extent not prohibited by law, in no event will the Foundation, its affiliates, service providers, employees, officers, board members or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the websites, any websites

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The Foundation reserves the right to change, suspend, remove, discontinue or disable access to the websites or particular portions thereof, or the services provided by the Foundation at any time and without notice. In no event will the Foundation be liable for the removal of or disabling access to any portion or feature of the websites or other services.

#### **Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the websites. All such additional terms and conditions are hereby incorporated by this reference into these Terms. In the event of terms that are directly conflicting between these Terms and Conditions and terms of conditions for the other services of the Foundation, the terms and conditions for the specific service shall prevail.

#### **Indemnification**

As a user of the websites or other services included in these Terms you agree to defend, indemnify and hold harmless the Foundation, its affiliates, licensors and service providers, their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees arising out of or relating to your violation of these Terms or your use of the websites, including, but not limited to, any use of the websites or other services contents, services and products other than as expressly authorized in these Terms or your use of any information obtained from the websites or other services by the Unigrid Foundation.

#### **Assignment**

You may not assign any of your rights, licenses, or obligations under these Terms without the Foundation's prior written consent. Any such attempt at assignment by you shall be void. The Foundation may assign its rights, licenses, and obligations under these Terms without limitation and without prior consent.

**Entire Agreement**

These Terms and Conditions, our Privacy Policy and our Cookie Policy constitute the sole and entire agreement between you and the Foundation with respect to the websites. It supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the websites. If any provision of these Terms, the Privacy Policy or the Cookie Policy is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

**Governing Law and Jurisdiction**

All matters relating to the websites, other services of the Unigrid Foundation and these Terms and Conditions and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of Sweden.

If you have any questions do not hesitate to contact us at [info@unigrid.org](mailto:info@unigrid.org)

Effective as of May 31, 2021