

Neuroneum Disclaimer

Last updated September 13, 2018

This Disclaimer has been updated as of September 13, 2018.

Please read this Disclaimer carefully. By accessing or using NEURONEUM or the related Website/Application, you agree to be bound by the terms described herein and all terms incorporated by reference. If you do not agree to these terms, do NOT use the NEURONEUM or the related Website/Application.

I. NEURONEUM Intro

NEURONEUM LTD, Registration Number 11590181 along with all parents, subsidiaries, affiliates and associated companies (collectively hereinafter the “Company”) has conceptualized and developed a global, open source, decentralized supercomputer that anyone can access (“NEURONEUM”). You understand and accept that the underlying software for NEURONEUM or the related Website/Application (“Software”) is provided “as is” and any expressed or implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the Company be liable of any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption). As the Software may be of experimental nature and deployed for testing purposes only, you acknowledge that this Version of the Software, even though developed in accordance with approved specifications, is likely to contain bugs, defects, or errors (including any bug, defect, or error relating to or resulting from the display, manipulation, processing, storage, transmission, or use of data) that materially and adversely affects the use, functionality, or performance of NEURONEUM or any product or system containing or used in conjunction with NEURONEUM. Also, core to NEURONEUM’s built-in feature set is a dedicated Ethereum-based transaction system, which enables direct payments between Requestors and Providers.

II. Disclaimer of Warranty

THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COMPANY PROVIDES THE SOFTWARE “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

III. Limitation of Liability

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL THE COMPANY, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE SOFTWARE AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE OR THE NON-PAYMENT OF A FEE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IV. Account Password and Security

When setting up an account within NEURONEUM, it is your sole responsibility to keep your own account secrets, in particular the password you set during at the first launch of the application. You agree to:

- a) Never use the same password for NEURONEUM that you have ever used outside of this service;
- b) Keep your secret information and password confidential and do not share them with anyone else;
- c) Use a secure wallet that is not hosted by an exchange (funds sent from an exchange may be untraceable and therefore cannot be refunded or credited);
- d) Use a secured hardware wallet with a freshly flashed firmware, and newly generated mnemonic;
- e) Never show your recovery phrase or private keys to anyone;
- f) Never type your recovery phrase or private key in to a computer or smart device;
- g) Never photograph your recovery phrase or private key; and
- h) Take reasonable steps to ensure the fireproofing and waterproofing of your physically stored hardware wallets, and recovery phrases / private keys.

The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this section. There is no possibility for the Company to recover your private password.

V. Assumption of Risks of Cryptographic Systems and Currencies

By using NEURONEUM in any way, you acknowledge the inherent risks associated with cryptographic systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens and smart contract based tokens such as those that follow the Ethereum Token Standard and blockchain-based software systems. You understand that Ethereum and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not

limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that the Company cannot be held liable for such fluctuations or increased costs. The Company cannot be held liable for any losses or damages resulting from the use of services of any third-party provider (i.e. exchanges).

VI. Assumption of Risk of Regulatory Actions in One or More Jurisdictions

NEURONEUM and Ethereum could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of the Company to continue to develop, or which could impede or limit your ability to access or use NEURONEUM or Ethereum blockchain. The Company endeavours to comply with all applicable laws, i.e. all legal requests for information, and reserve the right to provide information, including Project Information, to law enforcement personnel and other third parties to answer inquiries, to respond to legal process, to respond to the order of a court of competent jurisdiction and those exercising the court's authority and to protect NEURONEUM and its Users.

VII. Services and Availability

All Users acknowledge that the Company only provides the technical applications to enable the contact between the Requestors and Providers. The Company is not liable for any contact between the Users. The Company is not liable for any breach of duty arising from the contracts concluded between the Users (including non-fulfilment of a contract) and the Company cannot be held responsible for the quality of any work results / computations ordered by a Requestor through NEURONEUM. The Users are solely responsible for the execution and fulfilment of the contracts between Requestors and Providers. The Users acknowledge that a 100% availability of NEURONEUM is technically not possible. Events beyond the Company's control can lead to short-term disruptions or temporary suspension of NEURONEUM. The Company excludes, as far as legally permissible, liability for all damages in connection with service interruptions.

VIII. Indemnification

You agree to release and to indemnify, defend and hold harmless the Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Software, your violation of this Disclaimer, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. If you are obligated to indemnify the Company, Company reserves the right, at its own expense,

to assume exclusive defense and control of any matter and, in such case, you agree to cooperate with the Company in the defense of such matter.

IX. Jurisdiction and Governing Law

Any dispute between the Users and the Company shall be submitted to the exclusive jurisdiction of the competent Courts of the United Kingdom, with the exclusion of any other jurisdiction or arbitration. This Disclaimer shall be governed by and construed and interpreted in accordance with the substantive laws of the United Kingdom excluding the conflict of law rules.