

Terms & Service

Timeswappers

Last Updated: 11/09/2019

The **Era Swap Foundation OU** is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or leads the **TimeSwappers ("TimeSwappers")**, but rather supports and develops the Peer to Peer, free, open-source & decentralized applications. (www.TimeSwappers.com)

In no way are the owners of, or contributors to, the Website responsible for the actions, decisions, or other behavior has taken or not taken by the user in reliance upon the Website. Users not authorized and nor should they rely on the Website for any legal advice, business advice, or advice of any kind. Users should act at their own risk in reliance on the contents of the Web interface.

Era Swap Foundation OU has no liability for any damages or losses, however, caused, in connection with the use of, or on the reliance of decentralized application, products or related services

TimeSwappers makes no warranties or representations, express or implied, on products or services offered through the platforms. TimeSwappers platform does not collect, hold, or store keys, account information, or passwords. It does not collect data passively, does not monetize the collection of data, and does not use your data for marketing or advertising.

Users are solely responsible for maintaining the security of your Private Keys. Users must keep Private Key access information secure. Failure to do so may result in the loss of control of Era Swap (ES) tokens associated with your Account.

In this Terms of Service

Terms & Scope

Before using the Website, the User must read the **Whitepaper**, the Website policies, and all linked information.

Users must read and accept all of the **Whitepaper** terms & conditions, Code of conduct, Privacy, and all Website policies. By accepting this as you access our Website, you agree that this will apply whenever the user uses the Website.

Eligibility

The User will not use the Website, if:

1. User is under the age of 18;
2. a person barred from receiving and rendering services under the laws of your country you have registered
3. user is suspended from using the Website:
Subject to Users' local laws, a person over 16 but under 18 can use an account with the permission of the account holder. However, the account holder is responsible for all actions taken by the account, without limitation.

The User cannot transfer or assign any rights or obligations which the user has under these terms.

Various Roles on Time Swappers platform: Refer whitepaper available on following the link:

https://eraswaptoken.io/pdf/eraswap_whitepaper.pdf

Arbitration and Governing Law

You agree to submit any dispute arising out of or relating to these Terms of Use or the use of the Website, including disputes arising from or related to the interpretation, violation, invalidity, non-performance, or termination of these Terms of Use, to final and binding arbitration in accordance with the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry in force on the date on which the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one, the seat of arbitration shall be the city of Tallinn in Estonia, and the arbitral proceedings shall be conducted in English. You agree to arbitrate in your individual capacity only - not as a representative or member of a class - and you expressly waive any right to file a class action or seek relief on a class-action basis. Furthermore, unless you and the company agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative of the class proceeding. All arbitration proceedings are strictly confidential unless both you and The Company agree otherwise in writing. These Terms of Use will be governed by and construed in accordance with the laws of Estonia, without giving effect to its conflict of law's provisions. You agree that the Company may, without further notice to you, record any telephonic communications between you and any Company personnel and agree that such conversations are admissible as evidence in any dispute between us.

Release and Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) your violation of these Terms of Use;
 - (b) your use of the TimeSwappers Platform, including use that results in any Peer to Peer Exchange of Services using any token Peer to Peer Exchange
 - (c) any User Submissions made by you; or
 - (d) your violation of any other party's rights or applicable law.
1. If you have a dispute with any counterparty to any Peer to Peer Exchange of Services you enter into through TimeSwappers Platform, you release the Company, its affiliates, and service providers, and each of their respective officers, directors, agents, employees, and representatives from any and all claims, demands, and damages (actual, consequential, or otherwise) of every kind and nature arising out of or connected with such disputes.

Transaction Maintenance

You are solely responsible for maintaining your own private keys and monitoring the Peer to Peer Exchange of Services on the underlying protocols. We are not responsible for your failure

to adequately monitor your Peer to Peer Exchange of Services, which may result in your failure to make timely payments and the loss of collateral. We are also not responsible for any failures on the underlying protocols or the Ethereum blockchain, including, but not limited to, network failures, inaccurate price feeds, coding errors or hacking attempts, which may result in your losing any or all of the tokens that are part of the Peer to Peer Exchange of Services you entered through TimeSwappers Platform. We have no obligation to send you any notifications, including reminders regarding payment or collateral status. You should not rely on any such notifications if any, and your reliance on any such communications from us is at your own risk.

Use of Information Provided by You

We can use User Submissions to contact you about our products or services. We will use User Submissions in accordance with our Privacy Policy. You understand, represent and agree that any User Submission is submitted voluntarily and is not confidential or proprietary and that your User Submission does not establish a relationship between you and us. You grant the Company and its sub-licensees a worldwide, royalty-free, non-exclusive, transferable, perpetual and irrevocable license to use, commercialize and implement the ideas contained in, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Submissions, except as otherwise prohibited by applicable law or these Terms of Use. You waive any right to compensation of any type for your User Submissions. You represent and warrant that you have all of the rights necessary to grant the rights in this Section and that the use of User Submissions by us does not violate any law. You may not post to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that may constitute or encourage a criminal offense, violate the rights of any party or that may otherwise give rise to liability or violate any law.

Identity Verification

At our request, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You may need to complete certain verification procedures before you are permitted to use the TimeSwappers Platform. Your access to the TimeSwappers Platform and the limits that apply to your use of the TimeSwappers Platform may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your legal first and last name, date of birth, country of nationality, address (including city, postal code, country), email address, and other documentation (including, but not limited to, acceptable government-issued photo identification). In providing us with any information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crimes, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit agencies, anti-fraud services, federal or governmental agencies or similar service providers and related regulatory agencies and that these third parties may respond to our inquiries in full. We

reserve the right to modify our verification process, including our KYC and AML verification processes, from time to time. Additionally, we may require enhanced due diligence or require you to wait some amount of time after completion of a Peer to Peer Exchange of Services, before permitting you to further use TimeSwappers Platform.

TimeSwappers Platform

The Company's Website provides a platform ("TimeSwappers Platform") to access certain smart contracts and protocols on the Ethereum blockchain, including token lending protocols and other protocols. However, the Company:

- a) is not a party to any contract, including any debt agreements, entered into by users of TimeSwappers Platform;
- b) does not act as a
- c) make loans through the use of TimeSwappers Platform, the Website, or any token lending protocols;
- d) is not a regulated marketplace, exchange, or intermediary of any kind; and
- e) except as set forth in these Terms of Use, does not otherwise enter into any agreements with or commit to any obligations to any user of the TimeSwappers Platform or Website.
- f) We do not own or control the underlying software protocols which govern the origination and related to Peer to Peer Exchange of Services entered into through the TimeSwappers Platform ("Peer to Peer Exchange of Services "). By using TimeSwappers Platform, you acknowledge and agree that:
 - (i) we do not take responsibility for operations of the underlying protocols and that we make no guarantee of their functionality, security, or availability and
 - (ii) the underlying protocols are subject to changes in operating rules and that such changes may materially affect the value and function of the related Peer to Peer Exchange of Services.

Using TimeSwappers

While using the Website, Users will not attempt to or otherwise do any of the following:

1. post content or items in inappropriate categories or areas on Platforms and services;
2. infringe any laws, third party rights or our policies, such as the [Code of Conduct](#);
3. fail to deliver payment for services delivered to you;
4. fail to deliver Seller Services purchased from you;
5. circumvent or manipulate platform fuel charges;
6. post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
7. take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Website);
8. transfer user account (including feedback) and Username to another party
9. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
10. distribute viruses or any other technologies that may harm the Website, or the interests or property of Platform users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy,

vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;

11. download and aggregate listings from TimeSwappers website for display with listings from other websites without written permission, "frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorization
12. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Website;
13. copy, modify or distribute rights or content from the Website
14. Harvest or otherwise collect information about Users, including email addresses, without their consent.

User Rules & Regulations

1. All users using services agree & warrant that they not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant to the Company that if they are national, citizen, permanent resident or resident of the country or region designated as a prohibited jurisdiction, in line with the guidance from international monitoring bodies such as the Financial Action Task Force (FATF), the person concerned shall not use or will not have access to the Service. Users will not use the Service while staying in the prohibited jurisdiction.
2. The list below states the prohibited jurisdictions: (subject to change as guidelines)
 - a. Yemen
 - b. Sri Lanka
 - c. Ethiopia
 - d. Syria
 - e. Trinidad and Tobago
 - f. Tunisia
 - g. Pakistan
 - h. Serbia
 - i. Bahamas
 - j. Botswana
 - k. Ghana
 - l. Cambodia
 - m. Iran
 - n. North Korea
3. Users have ascertained that they have reached the majority age and possess the capacity to form a binding contract and have the full capacity to accept the Terms mentioned on the site & in this document, use any Services and conduct any Peer to Peer Exchange of Services on the Website.
4. Users agree that they have provided Platform or company with accurate, true and complete information about them
5. Users agree to access the website and all activities being conducted thereon are and will be in full compliance with all relevant laws, regulations, regulatory documents, and various policies of the Company. In particular, any and all Digital assets you bring on to the Website are legally obtained by you and are not derived from and will not be used for

any criminal, fraudulent, terrorism or money laundering activity. All members will be required to comply with the Know Your Customer (KYC), Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT) norms with respect to the global standards.

6. Users agree & warrant that all the digital assets (of any and all types) use to trade on the Website were legally obtained and are legally owned by them or they are validly authorized to carry out any Peer to Peer Exchange of Services using such digital assets.
7. Users agree & warrant that they have and will continue to abide by any relevant laws or regulations in their respective jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes, if applicable.
8. Users agree & warrant that they have not been suspended or removed from any other exchanges (including digital assets exchange or other financial trading platforms) for any reason.
9. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advice prior to using any Services and have made an independent judgment irrespective of any advertisements published by the Company in their decision to enter into any Peer to Peer Exchange of Services
10. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alters your IP address from that of your physical location.

Promotion

Users may display company or business name, logo, images or other media as part of the Time Swappers Services and/or other marketing materials relating to the Website, except where a user has explicitly requested that they do not do wasn't this.

Content

When you give us content, you grant us a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

The user acknowledges and agrees that: (1) TimeSwappers act only as a forum for the online distribution and publication of User content. TimeSwappers make no warranty that User content is made available on the Website. TimeSwappers have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the

Website

Users represent and warrant that content:

1. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
2. will not violate any law or regulation;
3. will not be defamatory or trade libelous;
4. will not be obscene or contain child pornography;

5. will not contain the development, design, manufacture or production of missiles or nuclear, chemical or biological weapons
6. will not contain material linked to terrorist activities
7. will not include incomplete, false or inaccurate information about User or any other individual; and
8. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Reviews

Users acknowledge that they transfer feedback, reputation or reviews Users leave consisting of comments and any rating(s) (e.g. quality, communication, etc.). Users acknowledge that such feedback, reputation, and reviews are provided by the platform users or community within the era swap ecosystem & do not hold TimeSwappers responsible.

Feedback ratings belong to TimeSwappers and may not be used for any purpose other than facilitating the provision of Seller Services via the Website. Users may not use Seller or Buyer feedback (including, but not limited to, marketing or exporting your any or all of your composite rating(s) or feedback comments) in any real or virtual venue other than a website operated by Time Swappers or its related entities, without our written permission.

Advertising

Users must not advertise an external website, product or service on the Website. Any website address posted on the Website, including in a listing, bid, listing description, clarification board or the message board, must relate to a Project, Contest, item listed, user or service being performed on the Website.

TimeSwappers may display advertisements or promotions on the Website. Users acknowledge and agree that TimeSwappers shall not be responsible for any loss or damage of any kind incurred by Users as a result of the presence of such advertisements or promotions or any subsequent dealings with third parties. Furthermore, Users acknowledge and agree that the content of any advertisements or promotions may be protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorized by Time Swappers or third party right holders, Users agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement/promotions.

Communication with users

Communication with other users on the Website must be conducted through the text & audio functionality, along with message boards, public clarification boards, Project message boards, direct message sending and other communication channels provided on TimeSwappers.

Accuracy of Information.

Users represent and warrant that any information users provide via the Services is accurate and complete. Users accept and acknowledge that TimeSwappers is not responsible for any errors or omissions that users make in connection with any Peer to Peer Exchange of Services initiated via the Services, for instance, if users mistype an Account name or otherwise provide

incorrect information. TimeSwappers strongly encourage a user to review their Peer to Peer Exchange of Services details carefully before completing them via the Services.

No Cancellations or Modifications

Once Peer to Peer Exchange of Services details have been submitted on TimeSwappers Services, The Services cannot assist you to cancel or otherwise modify your Peer to Peer Exchange of Services details. TimeSwappers has no control over the blockchain and does not have the ability to facilitate any cancellation or modification requests

Taxes

It is Users responsibility to determine what, if any, taxes apply to the Peer to Peer Exchange of Services users for which Users have submitted Peer to Peer Exchange of Services details via the Services, and it is Users responsibility to report and remit the correct tax to the appropriate tax authority. Users agree that the TimeSwappers are not responsible for determining whether taxes apply to blockchain Peer to Peer Exchange of Services or for collecting, reporting, withholding, or remitting any taxes arising from any Peer to Peer Exchange of Services on TimeSwappers

No Right to Cancel and/or Reverse Era Swap (ES) Peer to Peer Exchange of Services

If users use a Service to which Era Swap (ES) is transacted, Users will not be able to change their mind once users have confirmed that you wish to proceed with the Service or Peer to Peer Exchange of Services

Discontinuation of Services.

TimeSwappers may, in the sole discretion and without cost to users, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of their services. Users are solely responsible for storing, outside of the Services, a backup of any Account and Private Key that users maintain in their Account. If Users do not maintain a backup of your Account data outside of the Services, you will be may not be able to access TimeSwappers.

Suspension or Termination of Service.

TimeSwappers may suspend or terminate Users access to the Services in its sole discretion, immediately and without prior notice, and delete or deactivate users TimeSwappers account and all related information and files in such without cost to the user, including, for instance, if user breach any term of this Agreement. In the event of termination, users access to the funds in the user account will require users access to the Ethereum via the command line API or third party tool, and will require users to have access to the backup of their Account data including their Account and Private Keys.

Disclaimers

The Services and the TimeSwappers Content are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and any warranties implied by any course of performance or usage of trade. **Era Swap Foundation OU** does not represent or warrant that the Service and the TimeSwappers:

(a) will be secure or available at any time or location; (b) are accurate, complete, reliable, current, or error-free or that any defects or errors will be corrected; and (c) are free of viruses or other harmful components. User's use of the TimeSwappers Service and Content is solely at User's own risk. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

Modifications to the Service

Era Swap Foundation OU reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or portions of the Service, without prior notice. Users agree that Era Swap Foundation OU will not be liable for any modification, suspension, or discontinuance of the Service

Termination

Era Swap Foundation OU has reserved the right, without notice and in our sole discretion, to terminate User's access and use of the Service, which includes, TimeSwappers, and to block or prevent User's future access to, and use of, the Service that TimeSwappers provide.

Severability

If any term, clause, or provision of this Agreement is deemed to be unlawful, void or for any reason unenforceable, then that term, clause or provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Changes

This Agreement is the entire agreement between you and concerning the Service. It supersedes all prior or contemporaneous agreements. Era Swap Foundation OU may modify this user agreement at any time. If Era Swap Foundation OU makes changes to this agreement that materially affect your rights, it will provide notice and keep this edition available as an archive on TimeSwappers. By continuing to use the Services after a change to this agreement, Users agree to those changes.

The Company, therefore, is not liable or otherwise responsible for the Peer to Peer Exchange of Services, damages, or liabilities arising out of use of any TimeSwappers Platform or Peer to Peer Exchange of Services entered into (or attempted to be entered into). You agree that we have no fiduciary duty to you and no liability in connection with and are not responsible for any liabilities, claims, damages, costs and/or expenses, including attorneys' fees, incurred in connection with your taking or not taking any action based upon any information provided by us.

Disclaimer

THE WEBSITE AND THE COMPANY HAVE NO RESPONSIBILITY RELATED TO ANY LENDING OR BORROWING OF TOKENS OR DIGITAL ASSETS. YOU ACKNOWLEDGE THAT THE LENDING AND BORROWING OF TOKENS AND DIGITAL ASSETS AND ACTIVITIES RELATED TO SUCH LENDING AND BORROWING INVOLVE SUBSTANTIAL RISK, INCLUDING THE POSSIBILITY OF COMPLETE LOSS OF ALL VALUE ASSOCIATED WITH THE TOKENS, DIGITAL ASSETS, AND COLLATERAL. YOU ASSUME ALL SUCH RISK.