

KYVE

TERMS AND CONDITIONS

Thank you for choosing to be part of our community at the KYVE Foundation c/o Bratschi AG, Gubelstraße 11, 6300 Zug, Switzerland, (“Foundation”, “we”, “us”, or “our”). By clicking “Accept,” or using and/or accessing any of our interfaces, applications, products and/or other services (the “Services”), you agree to these terms and conditions and the general disclaimer on our website found under this [link](#) and to the privacy policy under this [link](#) (these “Terms and Conditions”). If you are not in agreement with these Terms and Conditions you may not access our Services.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. It is your responsibility to check these Terms and Conditions periodically for changes.

PROHIBITED ACTIVITIES

You must not disrupt, compromise, or otherwise damage data or property owned by other parties or do anything to disrupt any of our Services, whether directly or indirectly. This includes attacking any devices or accounts other than your own (or those for which you have explicit, written permission from their owners), using phishing or social engineering techniques and/or using bots. You must not make more than one entry per person. You must not disrupt our services. Except as expressly permitted under this Agreement, you shall not, and shall not permit any third party to: (i) modify or create any derivative work of any part of our Services, (ii) use our Services for commercial time-sharing or service bureau use, or (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to our Services. Immediately notify us as set forth in these Terms and Conditions before any of the following occur:

- You access any accounts or data other than your own (or those for which you have explicit, written permission from their owners)
- You disrupt any of our services; or
- You access a non-customer-facing Foundation system.

We reserve the right to take any and all actions to ban you in case of any suspicion of or actual prohibited activity or any breach of these Term and Conditions.

TAXES

You are responsible for the payment of all taxes applicable to you in connection with any of the Services.

COMPLIANCE WITH LAWS

You agree to comply with all laws, rules, regulations, and any generally accepted practices or guidelines in the relevant jurisdictions applicable to you (including, without limitation, any laws regarding the export of data or software to and from the European Union / Switzerland or other relevant countries and all applicable privacy and data collection laws and regulations). To the extent required by law, you are solely responsible for obtaining or filing any approval, clearance, registration, permit, or other regulatory authorization applicable to you and shall comply with the requirements of such authorization.

SANCTIONS, ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION

You represent, warrant and covenant to us that you have not been, are not and will not be:

a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the laws of, one of the following jurisdictions: Cuba, Democratic People's Republic of North Korea, Islamic Republic of Iran, Syria, The Crimea, the so-called Donetsk, Luhansk, Zaporizhzhia and Kherson republics/regions and any other Ukrainian territories that are declared independent and/or annexed by Russia, any jurisdiction in which the participation in the Services or the ownership of the KYVE is prohibited by applicable law; and

a Sanctioned Entity and/or a Sanctioned Person.

You further agree that you shall at all times, in all your activities in connection with the Services and KYVE, comply with, all regulations, laws and legislation, including, without limitation, Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions, applicable to you.

For the purposes of this clause, the following words shall have the following meanings:

"Anti-Corruption Laws" means the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the United Kingdom Bribery Act 2010, and the United States Foreign Corrupt Practices Act of 1977), any Swiss anti-corruption laws or regulations, in each case, as amended from time to time and all other similar laws, rules, and regulations of any jurisdiction applicable to you or us.

"Anti-Money Laundering Laws" means the Prevention of Organised Crime Act, No. 121 of 1998, the Financial Intelligence Centre Act, No. 38 of 2001 and the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, No. 33 of 2004, any Swiss anti-money laundering act, laws or regulation, in each case, as amended from time to time and all other similar laws, rules, and regulations of any jurisdiction applicable to you or us.

“Sanctioned Entity” means (i) a country or a government of a country, (ii) an agency of the government of a country, (iii) an organization directly or indirectly controlled by a country or its government, or (iv) a person resident in or determined to be resident in a country, in each case, that is subject to a country Sanctions program administered and enforced by OFAC or by any governmental body, including the US Departments of State or Commerce in the United States of America, Her Majesty’s Treasury, the United Nations Security Council, the European Union, Switzerland and OFAC.

“Sanctioned Person” means (i) any person listed in any sanctions-related list of designated Persons maintained by any governmental body or (ii) a person named on the list of Specially Designated Nationals maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investments Ban List maintained and published by HMT and any similar list maintained and published, or a public announcement of a Sanctions designation made, by Switzerland or any governmental body, in each case as amended, supplemented or substituted from time to time.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any governmental body, including the US Departments of State or Commerce in the United States of America, Her Majesty’s Treasury, the United Nations Security Council, the European Union, Switzerland and OFAC.

INTELLECTUAL PROPERTY RIGHTS

By using our Services you do not gain any rights thereto. All right, title, and interest in and to our Services, including all modifications, improvements, and enhancements made thereto, and all proprietary rights therein, as well as any products, materials and content (including, without limitations, videos) prepared by you shall be and remain the Foundation’s sole and exclusive property, subject to, at all times, our open-source licencing terms as set out herein <https://github.com/KYVENetwork>.

WARRANTY DISCLAIMER. THE FOUNDATION MAKES NO, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO OUR SERVICES

THE SERVICES ARE PROVIDED “AS IS” AND WITH ALL FAULTS. The Foundation has made no promises or guarantees with respect to delivery of any future features or functions. Any discussions of any future features or functions, either prior to or following the agreement to these Terms and Conditions, are for informational purposes only, and the Foundation has no obligation to provide any such features or functions. You acknowledge that you have not relied on any statement, promise, assurance, or warranty that is not set out in the Terms and Conditions.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOST PROFITS, OR LOSS OF DATA ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR OUR SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF US, OUR SUPPLIERS, AND OUR LICENSORS FOR ANY PROVEN CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE SERVICES EXCEED ONE HUNDRED DOLLARS (US\$100 OR CHF EQUIVALENT). Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

INDEMNIFICATION

You agree to indemnify and hold us and our affiliates, and their officers, directors, employees, agents, suppliers, and licensors harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) arising out of or in connection with any breach of these Terms and Conditions by you or your participation in the Services.

ASSIGNMENT

You may not sell, assign or transfer any of your rights, duties or obligations under these Terms and Conditions without our prior written consent. We reserve the right to assign or transfer these Terms and Conditions or any of its rights, duties and obligations hereunder to any third party.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any dispute or claim arising out of or in any way relating to this Agreement or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Swiss law under the exclusion of the conflicts of law rules. You and we irrevocably submit to the exclusive jurisdiction of the courts of the canton of Zug, Switzerland for the purpose of hearing and determining any dispute or claim (including non-contractual disputes or claims) arising out of these Terms and Conditions or its subject matter or formation.

CONFIDENTIALITY

You acknowledge that, in connection with your participation in the Services, you may be exposed to data and information, including product, technology, business, and strategy information that is confidential and proprietary to us (collectively, “Confidential Information”). All Confidential Information shall be sole and exclusive property of the Foundation and may be used by you only for assisting us in resolving any security issue you have reported to us. You may not reveal, publish, or otherwise disclose the Confidential Information to any third party without the prior written consent of the Foundation, and shall protect the Confidential Information from disclosure using the same degree of care you use to protect your own confidential information of like kind, but in no event using less than reasonable care. For the avoidance of doubt, the issue and your report will not be considered our Confidential Information but may not be publicly disclosed until after we release a security advisory and update our software or service to resolve the issue reported.

GENERAL PROVISIONS

These Terms and Conditions do not create any relationship of association, partnership, joint venture or agency between us and you. Neither we nor you will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party. These Terms and Conditions set forth the entire agreement and understanding between us and you with respect to the subject matter in these Terms and Conditions. These Terms and Conditions merge all previous discussions and negotiations between us and you and supersede them.