
P2P GLOBAL NETWORK
TERMS AND CONDITIONS OF USE

Table of contents

TERMS AND CONDITIONS OF USE	1
Our Platform Terms and Conditions of Use	3
1. About the Platform	3
2. Acceptance of the Terms	3
3. Registration to Use the Services.....	4
4. Your Obligations as the Member	4
5. Registration and Accounts	6
6. User Login Details	7
7. Cancellation and Suspension of Account	7
8. Your Content: Licence	7
9. Your Content: Rules	8
10. Payment	9
11. Refund Policy	9
12. Copyright and Intellectual Property	9
13. Privacy	10
14. General Disclaimer	10
15. Limited Warranties	11
16. Limitation of Liability	12
17. Termination of Contract.....	12
18. Indemnity	13
19. Dispute Resolution	13
20. Venue and Jurisdiction	14
21. Governing Law	14
22. Independent Legal Advice.....	14
23. Severance	15
24. Assignment.....	15
25. Third Party Rights.....	15
26. Entire Agreement	15
Contact Us.....	15
Schedule 1	16

Terms and Conditions of Use

Last updated: November 13, 2018

PLEASE READ THESE TERMS AND CONDITIONS (TERMS) CAREFULLY AS THEY GOVERN YOUR USE OF OUR SERVICES THROUGH OUR PLATFORM. IF YOU DO NOT AGREE TO THIS TERMS, PLEASE DO NOT USE OUR SERVICES.

NOTE: Capitalised terms not otherwise defined in this document bear the meaning specified in Schedule 1 to these Terms.

Our Platform Terms and Conditions of Use

1. About the Platform

- (a) Welcome to the Platform. The Platform provides Services.
- (b) These Terms shall govern your use of our Platform.
- (c) If you register with our Platform, submit any material to our Platform or use any of our Platform Services, we will ask you to expressly agree to these terms and conditions.
- (d) The Platform is operated by Company. Access to and use of the Platform, or any of its associated products or Services, is provided by Company. By using, browsing and/or reading the Platform, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Platform, or any of Services, immediately.
- (e) Company reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Company updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- (a) You accept the Terms by remaining on the Platform. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Company in the user interface.

TERMS AND CONDITIONS OF USE

- (b) You must be at least Specified Years of age to use our Platform; by using our Platform or agreeing to these terms and conditions, you warrant and represent to us that you are at least Specified Years of age.

3. Registration to Use the Services

- (a) In order to access the Services, you may need first to register on the Platform.
- (b) Once you have registered your personal account on the Platform (**Account**), you will then be required to confirm your registration for the Account via confirmation link sent to your email address before you can access the Services.
- (c) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - i. Email address;
 - ii. Preferred username;
 - iii. Mailing address;
 - iv. Telephone number;
 - v. Login and password;
 - vi. Additional personal data may be required (please see our Privacy Policy available on the Platform).
- (d) You warrant that any information you give to Company in the course of completing the registration process will always be accurate, correct and up to date.
- (e) Once you have completed the registration process, you will be a registered member of the Platform (**Member**) and agree to be bound by the Terms. As the Member you will be granted immediate access to the Services from the time you have completed the registration process.
- (f) You may not use the Services and may not accept the Terms if:
 - i. you are not of legal age to form a binding contract with Company; or
 - ii. you are a person barred from receiving the Services under the laws of Texas or other countries including the country in which you are resident or from which you use the Services.

4. Your Obligations as the Member

- (a) As the Member, you agree to comply with the following:
 - i. you will use the Services only for purposes that are permitted by the Terms and/or any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

TERMS AND CONDITIONS OF USE

- ii. you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - iii. any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Company of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - iv. access and use of the Platform is limited, non-transferable and allows for the sole use of the Platform by you for the purposes of Company providing the Services;
 - v. you will not use the Services or the Platform in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Company;
 - vi. you will not use the Services or Platform for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Platform;
 - vii. you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Platform without notice and may result in termination of the Services. Appropriate legal action will be taken by Company for any illegal or unauthorised use of the Platform; and
 - viii. you acknowledge and agree that any automated use of the Platform or its Services is prohibited.
- (b) You may:
- i. view pages from our Platform in a web browser;
 - ii. download pages from our Platform for caching in a web browser;
 - iii. print pages from our Platform;
 - iv. use the Platform in the way as it is allowed by the Company and/or these Terms, and/or any applicable law.
- (c) Except as expressly permitted by these Terms, you must not download any material from our Platform or save any such material to your computer.
- (d) You may only use our Platform for Platform Purpose, and you must not use our Platform for any other purposes.
- (e) Except as expressly permitted by these Terms, you must not edit or otherwise modify any material on our Platform.
- (f) Unless you own or control the relevant rights in the material, you must not:
- i. republish material from our Platform (including republication on another website/app/platform);
 - ii. sell, rent or sub-license material from our Platform;

TERMS AND CONDITIONS OF USE

- iii. show any material from our Platform in public;
 - iv. exploit material from our Platform for a commercial purpose; or
 - v. redistribute material from our Platform.
- (g) We reserve the right to restrict access to areas of our Platform, or indeed our whole Platform, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Platform.
- (h) You must not:
- i. use our Platform in any way or take any action that causes, or may cause, damage to the Platform or impairment of the performance, availability or accessibility of the Platform;
 - ii. use our Platform in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - iii. use our Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - iv. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Platform without our express written consent;
 - v. access or otherwise interact with our Platform using any robot, spider or other automated means, except for the purpose of search engine indexing;
 - vi. violate the directives that may be set out in the robots.txt file for our Platform;
 - vii. use data collected from our Platform for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
 - viii. use data collected from our Platform to contact individuals, companies or other persons or entities.
- (i) You must ensure that all the information you supply to us through our Platform, or in relation to our Platform, is true, accurate, current, complete and non-misleading.

5. Registration and Accounts

- (a) You may register for an account with our Platform by completing and submitting the account registration form on our Platform, and clicking on the verification link in the email that the Platform will send to you.
- (b) You must not allow any other person to use your account to access the Platform.

- (c) You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- (d) You must not use any other person's account to access the Platform, unless you have that person's express permission to do so.

6. User Login Details

- (a) If you register for an account with our Platform, you will be asked to choose a user ID and password.
- (b) Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.
- (c) You must keep your password confidential.
- (d) You must notify us in writing immediately if you become aware of any disclosure of your password.
- (e) You are responsible for any activity on our Platform arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

7. Cancellation and Suspension of Account

- (a) We may:
 - i. suspend your account;
 - ii. cancel your account; and/or
 - iii. edit your account details.at any time in our sole discretion without notice or explanation.
- (b) You may cancel your account on our Platform.

8. Your Content: Licence

- (a) In these terms and conditions, your content (***Your Content***) means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our Platform for storage or publication on, processing by, or transmission via, our Platform.
- (b) You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute Your Content in any existing or future media.
- (c) You grant to us the right to sub-license the rights licensed under these Terms.
- (d) You grant to us the right to bring an action for infringement of the rights licensed under these Terms.

TERMS AND CONDITIONS OF USE

- (e) You hereby waive all your moral rights in Your Content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in Your Content have been waived to the maximum extent permitted by applicable law.
- (f) You may edit Your Content to the extent permitted using the editing functionality made available on our Platform.
- (g) Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of Your Content.

9. Your Content: Rules

- (a) You warrant and represent that Your Content will comply with these terms and conditions.
- (b) Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- (c) Your content, and the use of Your Content by us in accordance with these terms and conditions, must not:
 - i. be libellous or maliciously false;
 - ii. be obscene or indecent;
 - iii. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - iv. infringe any right of confidence, right of privacy or right under data protection legislation;
 - v. constitute negligent advice or contain any negligent statement;
 - vi. constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
 - vii. be in contempt of any court, or in breach of any court order;
 - viii. be in breach of racial or religious hatred or discrimination legislation;
 - ix. be blasphemous;
 - x. be in breach of official secrets legislation;
 - xi. be in breach of any contractual obligation owed to any person;
 - xii. depict violence in an explicit, graphic or gratuitous manner;
 - xiii. be pornographic, lewd, suggestive or sexually explicit;
 - xiv. be untrue, false, inaccurate or misleading;

TERMS AND CONDITIONS OF USE

- xv. consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- xvi. constitute spam;
- xvii. be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- xviii. cause annoyance, inconvenience or needless anxiety to any person.

10. Payment

- (a) Services may be provided for free or a certain fee may be applicable.
- (b) Where the option is given to you, you may make payment of applicable fees according to payment methods that are provided by the Platform.
- (c) All payments made in the course of your use of the Services are made using Payment Gateway. In using the Platform, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Payment Gateway terms and conditions which are available on their Platform.
- (d) You acknowledge and agree that where a request for the payment of any applicable fees is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with such applicable fees.
- (e) You agree and acknowledge that Company can vary its fees at any time and that the varied fees will come into effect at time and date as defined at the sole discretion of Company.

11. Refund Policy

Company will not give any refunds if otherwise is not stated by the applicable laws. If Company is obliged to give any refund, then the process will be governed by the particular statutory rules of law applicable to each separate instance of refund/withdrawal.

12. Copyright and Intellectual Property

- (a) The Platform, the Services and all of the related products of Company are subject to copyright. The material on the Platform is protected by copyright under the laws of Texas and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Platform (including but not limited to text, graphics, logos, button icons, video images, audio clips, Platform, code,

TERMS AND CONDITIONS OF USE

scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Company or its contributors.

- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Company, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - i. use the Platform pursuant to the Terms;
 - ii. copy and store the Platform and the material contained in the Platform in your device's cache memory; and
 - iii. print pages from the Platform for your own personal and non-commercial use.
- (c) Company does not grant you any other rights whatsoever in relation to the Platform or the Services. All other rights are expressly reserved by Company.
- (d) Company retains all rights, title and interest in and to the Platform and all related Services. Nothing you do on or in relation to the Platform will transfer any:
 - i. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - ii. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - iii. a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- (e) You may not, without the prior written permission of Company and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Platform, which are freely available for re-use or are in the public domain.

13. Privacy

Company takes your privacy seriously and any information provided through your use of the Platform and/or Services are subject to Company's Privacy Policy, which is available on the Platform.

14. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including any applicable consumer protection laws (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:

TERMS AND CONDITIONS OF USE

- i. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - ii. Company will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Platform and the Services is at your own risk. Everything on the Platform and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Company make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Company) referred to on the Platform. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- i. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - ii. the accuracy, suitability or currency of any information on the Platform, the Services, or any of its Services related products (including third party material and advertisements on the Platform);
 - iii. costs incurred as a result of you using the Platform, the Services or any of the products of Company; and
 - iv. the Services or operation in respect to links which are provided for your convenience.

15. Limited Warranties

- (a) We do not warrant or represent:
 - i. the completeness or accuracy of the information published on our Platform;
 - ii. that the material on the Platform is up to date; or
 - iii. that the Platform or any Services on the Platform will remain available.
- (b) We reserve the right to discontinue or alter any or all of our Platform Services, and to stop publishing our Platform, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the

TERMS AND CONDITIONS OF USE

discontinuance or alteration of any Platform Services, or if we stop publishing the Platform.

- (c) To the maximum extent permitted by applicable law and subject to these Terms, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our Platform and the use of our Platform.

16. Limitation of Liability

- (a) Company's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Company, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

17. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Company as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - i. providing Company with 30 days' notice of your intention to terminate; and
 - ii. closing your accounts for all of the Services which you use, where Company has made this option available to you.

Your notice should be sent, in writing, to Company at its address or Company's contact email address.

- (c) Company may at any time, terminate the Terms with you if:
 - i. you have breached any provision of the Terms or intend to breach any provision;
 - ii. Company is required to do so by law;
 - iii. the provision of the Services to you by Company is, in the opinion of Company, no longer commercially viable.
- (d) Subject to local applicable laws, Company reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Platform or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Company's name or reputation or violates the rights of those of another party.

18. Indemnity

You agree to indemnify Company, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- i. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
- ii. any direct or indirect consequences of you accessing, using or transacting on the Platform or attempts to do so; and/or
- iii. any breach of the Terms.

19. Dispute Resolution

19.1. Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

19.2. Notice

A party to the Terms claiming a dispute (*Dispute*) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

19.3. Resolution

On receipt of that notice (*Notice*) by that other party, the parties to the Terms (*Parties*) must:

- i. Within 30 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- ii. If for any reason whatsoever, 30 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator;
- iii. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- iv. The mediation will be held in the place where the Company has its registered address in Texas.

19.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

19.5. Termination of Mediation

If 4 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

20. Venue and Jurisdiction

The Services offered by Company is intended to be viewed by residents of any country, and those countries where it is prohibited to view and/or participate in in our services by law. In the event of any dispute arising out of or in relation to the Platform, you agree that we are to lock up all tokens and the exclusive venue for resolving any dispute shall be in the courts of Jurisdiction.

21. Governing Law

The Terms are governed by the Governing Law. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the Governing Law, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

22. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

You acknowledge and agree that we must conduct all necessary checks according to the applicable AML/CFT regulations, in particular but not limited to Know Your Customer (KYC) checks, before allowing you to use our Services. We have exclusive and unlimited right to suspend, terminate or block your access to all or any part of the Platform and/or Services at any time and without prior notice to you.

23. Severance

- (a) If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.
- (b) If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Assignment

- (a) You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- (b) You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

25. Third Party Rights

- (a) A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- (b) Exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

26. Entire Agreement

Subject to these Terms, these terms and conditions, together with our Privacy Policy and Cookies Policy, shall constitute the entire agreement between you and us in relation to your use of our Platform and shall supersede all previous agreements between you and us in relation to your use of our Platform.

Contact Us

If you have any questions or concerns at any time about these Terms, please contact us at Company's contact emails address and we will usually respond within 48 hours.

Schedule 1

Definitions and interpretations

1	Company / we.	P2P Global Network/Peer 2 Peer Global Network
2	Platform	www.poc.p2pglobal.io
3	Services	Supplemental unemployment income
4	Specified Years	Unlimited
5	Platform Purpose	To register, renew and maintain membership of P2P Global Network in order to receive benefits.
6	Governing Law	Law of TEXAS
7	Jurisdiction (venue)	TEXAS
8	Company's contact email address	info@p2pglobal.io