

Terms of Service

ERA SWAP ACADEMY

Last Updated: 11/09/2019

The **Eraswapfoundation** OU is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or lead the **Eraswap academy** ("**Eraswap Academy**"), but rather supports and develops the free, open-source & decentralized applications. (www.eraswapacademy.com)

In no way are the owners of, or contributors to, the Website responsible for the actions, decisions, or other behavior that has taken or not taken by a 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.

Eraswapfoundation 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.

Eraswapfoundation OU makes no warranties or representations, express or implied, on products offered through the platforms. **Eraswap academy** 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

Overview

Eraswap Foundation OU partners with **ERASWAP Academy** for providing learning course content and satisfy a variety of training needs of a global community. With these partnerships, ERASWAP Academy maintains high course quality, provides learners with easy access to the most current topics in the industry and provides the most up to date certification materials.

Era Swap Academy is an initiative within the Era Swap Ecosystem which provides an online learning platform for millennials and next-gen technology Enthusiast for exploring the unlimited possibilities. Era Swap Academy is an open-access platform for learning Blockchain, IoT, AI & ML and many more.

Era Swap Academy may amend these terms and any linked information from time to time by posting amended terms on the Website, without notice to you.

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.

Accuracy of Information

Users represent and warrant that any information users provide via the Services is accurate and complete. Users accept and acknowledge that Eraswap Academy is not responsible for any errors or omissions that users make in connection with any transaction initiated via the Services, for instance, if users mistype an Account name or otherwise provide incorrect information. Eraswap Academy strongly encourages a user to review their transaction details carefully before completing them via the Services.

No Cancellations or Modifications

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

Taxes

It is User's responsibility to determine what, if any, taxes apply to the transactions users for which Users have submitted transaction details via the Services, and it is User's responsibility to report and remit the correct tax to the appropriate tax authority. Users agree that the Eraswap Academy is not responsible for determining whether taxes apply to blockchain transactions or for collecting, reporting, withholding, or remitting any taxes arising from any transactions on Eraswap Academy

No Right to Cancel and/or Reverse Era Swap (ES) Transactions

If the user uses 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 transaction.

Discontinuation of Services

Eraswap Academy 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 Eraswap Academy.

Suspension or Termination of Service

Eraswap Academy may suspend or terminate Users access to the Services in its sole discretion, immediately and without prior notice, and delete or deactivate users Eraswap Academy 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.

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 or 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 Eraswap Academy Platform, including use that results in any Transactions using any token transactions & token lending protocols;
- c) any User Submissions made by you; or
- d) your violation of any other party's rights or applicable law.
- e) If you have a dispute with any counterparty to any Transaction you enter into through Eraswap Academy 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 Transactions on the underlying protocols. We are not responsible for your failure to adequately monitor your Transactions and Loans, 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 Transactions you entered through Eraswap Academy 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 Eraswap Academy Platform. Your access to the Eraswap Academy Platform and the limits that apply to your use of the Eraswap Academy 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 transaction, before permitting you to further use Eraswap Academy Platform.

Eraswap Academy Platform

The Company's Website provides a platform ("Eraswap Academy 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 Eraswap Academy Platform;
- b) does not act as a lender or make loans through the use of Eraswap Academy Platform, the Website, or any token lending protocols;
- c) is not a regulated marketplace, exchange, or intermediary of any kind; and
- d) 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 Eraswap Academy Platform or Website.
- e) We do not own or control the underlying software protocols which govern the origination and funding of loans related to transactions entered into through the Eraswap Academy Platform ("Transactions"). By using Eraswap Academy 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 Transactions.
- f) The Company, therefore, is not liable or otherwise responsible for the Transactions, damages, or liabilities arising out of use of any Eraswap Academy Platform or Transactions 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.

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.

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 transactions 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 transactions 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 transaction.

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.

Disclaimers

The Services and the Eraswap Academy 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.

Eraswapfoundation OU does not represent or warrant that the Service and the Eraswap Academy: (a) will be secure or available at any time or location; (b) is 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 Eraswap Academy 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

Eraswapfoundation 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 Eraswapfoundation OU will not be liable for any modification, suspension, or discontinuance of the Service

Termination

Eraswapfoundation OU has reserved the right, without notice and in our sole discretion, to terminate User's access and use of the Service, which includes Eraswap Academy, and to block or prevent User's future access to, and use of, the Service that Eraswap Academy provides.

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. Eraswapfoundation OU may modify this user agreement at any time. If Eraswapfoundation OU makes changes to this agreement that materially affect your rights, it will provide notice and keep this edition available as an archive on Eraswap Academy. By continuing to use the Services after a change to this agreement, Users agree to those changes.