

# Terms of Service

Last Updated 06 June, 2018

Welcome to Scorum Blogging Platform! These Terms of Service (“Terms”) apply to your access to and use of scorum.com and any other products or services that link to these Terms (the “Service”). Scorum Blogging Platform is provided by Scorum Limited (“Scorum”, the "Company", “we” or “us”). By accessing or using Scorum, you agree to be bound by these Terms. If you do not agree to these Terms, including the mandatory arbitration provision, do not access or use the Service. If we make changes to these Terms, we will provide notice of those changes by updating the “Last Updated” date above or posting notice on Scorum. Your continued use of Scorum Blogging Platform will confirm your acceptance of the changes.

You should only use the Scorum Blogging Platform if you are familiar with blockchain technology. Scorum highly recommends learning the basics of the blockchain technology before running the Scorum Blogging Platform.

## **1. Privacy Policy**

Please refer to our [Privacy Policy](#) for information about how we collect, use, and disclose information about you.

## **2. No children**

Scorum is not targeted toward, nor intended for use by, anyone under the age of 13. You must be at least 13 years of age to access or use Scorum.

By using Scorum, you affirm that you are over 13. If we learn someone under 13 is using Scorum, we’ll terminate their account.

If you are between 13 and 18 years of age (or the age of legal majority where you reside), you may only access or use Scorum under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

### **3. Copyright and Limited License**

We may retain data, text, photographs, images, video, audio, graphics, articles, comments, software, code, scripts and other content supplied by us, the Scorum blockchain or our licensors, which we call “Scorum Content.” Scorum Content is protected by intellectual property laws, including copyright and other proprietary rights of the United States and foreign countries. Except as explicitly stated in these Terms, we do not grant any express or implied rights to use Scorum Content.

You are granted a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use Scorum and Scorum Content for your personal use. You retain ownership of and responsibility for Content you create or own ("Your Content").

If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

### **4. Trademarks**

"Scorum", the Scorum logo and any other product or service names, logos or slogans that may appear on Scorum are trademarks of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Scorum” or any other name, trademark or product or service name of Scorum without our prior written permission. In addition, the look and feel of Scorum, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Scorum and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned or used on Scorum are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any

products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by the Company.

## **5. Assumption of Risk**

5.1. You accept and acknowledge that there are risks associated with utilizing an Internet-based Scorum account service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third-parties may obtain unauthorized access to information stored within or associated with your Account, including, but not limited to your Private Key or Keys (as defined below at 9.2.). You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Services, however caused.

5.2. We make no representation or warranty of any kind, express or implied, statutory, or otherwise, regarding the contents of the Service, information and functions made accessible through the Service, any hyperlinks to third party websites, nor for any breach of security associated with the transmission of information through the Service or any website linked to by the Service.

5.3. We will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of our Services, including but not limited to any losses, damages or claims arising from: (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped Scorum addresses; (b) Server failure or data loss; (c) Corrupted Account files; (d) Unauthorized access to applications; (e) Any unauthorized third party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the Service or Services.

5.4. We make no warranty that the Service or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Service.

5.5. Subject to 6.1 below, any and all indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under Gibraltar law.

5.6. We will not be liable, in contract, or tort (including, without limitation, negligence), other than where we have been fraudulent or made negligent misrepresentations.

5.7. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under Gibraltar law.

## **6. Agreement to Hold Scorum Harmless**

6.1. You agree to hold harmless Scorum (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable legal fees, arising out or relating to:

6.1.1. Your use of, or conduct in connection with, our Services;

6.1.2. Your violation of these Terms; or

6.1.3. Violation of any rights of any other person or entity.

6.2. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we will pursue a settlement of any action or proceeding.

## **7. No Liability For Third-Party Services And Content**

7.1. In using our Services, you may view content or utilize services provided by third parties, including links to web pages and services of such parties (“Third-Party Content”).

We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third-Party Content including, without limitation, material that

may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third parties.

We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

## **8. Account Registration**

8.1. You need not use a Scorum Account. If you wish to use an Account, you must create a Scorum Blockchain account to access the Services (“Account”). When you create an Account, you are strongly advised to take the following precautions, as failure to do so may result in loss of access to, and/or control over, your Account: (a) Create a strong password that you do not use for any other website or online service; (b) Provide accurate and truthful information; (c) Maintain and promptly update your Account information; (d) maintain the security of your Account by protecting your Account password and access to your computer and your Account; (e) Promptly notify us if you discover or otherwise suspect any security breaches related to your Account.

8.2. You hereby accept and acknowledge that you take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

## **9. The Scorum Services**

9.1. As described in more detail below, the Services, among other things, provide in software that facilitates the submission of Scorum transaction data to the Scorum Network without requiring you to access the Scorum command line interface.

9.2. Account Names and Private Keys. If you create an Account through Scorum, the Services generate and store a cryptographic private and public key pair that you may use to send and receive Scorum Coins and receive Scorum Power via the Scorum Network, provided however, that you may create an account to the

Scorum blockchain outside the bounds of the Scorum. The Private Key or Keys uniquely match the Account Name and must be used in connection with the Account Name to authorize the transfer of Scorum Coins from that Account. You are solely responsible for maintaining the security of your Private Keys and any password phrase associated with your Account. You must keep your Account, password phrase and Private Key access information secure. Failure to do so may result in the loss of control of Scorum Wallet, Scorum Power and Scorum Coins associated with your Account.

9.3. No Password Retrieval. The Company does not receive or store your Account password, nor your Private Keys. Therefore, we cannot assist you with Account password retrieval, reset, or recovery. You are solely responsible for remembering your Account password. If you have not safely stored a backup of any Account Names and password pairs maintained in your Account, you accept and acknowledge that any Scorum Coins, Scorum Power you have associated with such Account will become permanently inaccessible if you do not have your Account password.

9.4. Transactions. In order to be completed, all proposed Scorum transactions must be confirmed and recorded in the Scorum public ledger via the Scorum distributed consensus network (a peer-to-peer economic network that operates on a cryptographic protocol), which is not owned, controlled or operated by the Company. The Scorum Network is operated by a decentralized network of independent third parties. The Company has no control over the Scorum Network and therefore cannot and does not ensure that any transaction details you submit via the Services will be confirmed via the Scorum Network. You acknowledge and agree that the transaction details you submit via the Services may not be completed, or may be substantially delayed, by the Scorum Network. You may use the Services to submit these details to the network.

9.5. No Storage or Transmission of Scorum Coins or Scorum Power. Scorum, in any of its forms (Scorum Blogging Platform, Scorum Coins and Scorum Power) is an intangible, digital asset. They exist only by virtue of the ownership record maintained in the Scorum Network. The Service does not store, send or receive Scorum. Any transfer of title that might occur in any Scorum Wallet, Scorum Coins or Scorum Power occurs on the decentralized ledger within the Scorum

Network and not within the Services. We do not guarantee that the Service can affect the transfer of title or right in any Scorum, Scorum Coins.

9.6. Relationship. Nothing in these Terms is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship, you and the Company being with respect to one another independent contractors.

9.7. Accuracy of Information. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that the Company is not responsible for any errors or omissions that you make in connection with any Scorum transaction initiated via the Services, for instance, if you mistype an Account Name or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Services.

9.8. No Cancellations or Modifications. Once transaction details have been submitted to the Scorum Network via the Services, The Services cannot assist you to cancel or otherwise modify your transaction details. The Company has no control over the Scorum Network and does not have the ability to facilitate any cancellation or modification requests.

9.9. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you for which you have submitted transaction details via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that the Company is not responsible for determining whether taxes apply to your Scorum transactions or for collecting, reporting, withholding or remitting any taxes arising from any Scorum transactions.

## **10. No Right To Cancel And/Or Reverse Scorum Transactions**

10.1. If you use a Service to which Scorum Coins are transacted, you will not be able to change your mind once you have confirmed that you wish to proceed with the Service or transaction.

## **11. Discontinuation of Services**

11.1. We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are solely responsible for storing, outside of the Services, a backup of any Account and Private Key pair that you maintain in your Account.

11.2. If you do not maintain a backup of your Account data outside of the Services, you will be may not be able to access Scorum Coins and Scorum Power associated with any Account Name maintained in your Account in the event that we discontinue or deprecate the Services.

## **12. Suspension or Termination of Service**

12.1. We may suspend or terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such without cost to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, your access to funds will depend on your access to your backup of your Account data including your Account Name and Private Keys.

## **13. User Conduct**

13.1. When accessing or using the Services, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

13.1.1. Use of our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

13.1.2. Use our Services to pay for, support or otherwise engage in any activity prohibited by law, including, but not limited to fraud, money-laundering, or terrorist financing activities.

13.1.3. Use or attempt to use another user's Account without authorization;

13.1.4. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

13.1.5. Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;

13.1.6. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

## **14. Copyright Complaints**

We will respond to legitimate requests and we retain the right to remove access to user content provided via Scorum that we deem to be infringing the copyright of others. If you become aware of user content on Scorum that infringes your copyright rights, you may submit a request to Scorum.

A request can be sent to us via the contact information below:

[copyright@scorum.com](mailto:copyright@scorum.com)

Please send us the following information:

1. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;
3. The URL or Internet location of the materials claimed to be infringing or to be the subject of infringing activity, or information reasonably sufficient to permit us to locate the material;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law; and

6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

#### Your right to file a counter-notice

If we remove your user content in response to a copyright or trademark notice, we will notify you. If you believe your user content was wrongly removed due to a mistake or misidentification of the material, you can send a counter-notice to us (contact information provided above) that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and where the material was located online before it was removed or access to it was disabled;
3. A statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

Upon receiving a counter-notice we will forward it to the complaining party and tell them we will restore your content within 10 business days. If that party does not notify us that they have filed an action to enjoin your use of that content on Scorum before that period passes, we will consider restoring your user content to the site.

It is Scorum's policy to deny use of the Service to users we identify as repeat infringers. We apply this policy at our discretion and in appropriate circumstances, such as when a user has repeatedly been charged with infringing the copyrights or other intellectual property rights of others.

## **15. Indemnity**

All the things you do and all the information you submit or post to Scorum remain your responsibility. Indemnity is basically a way of saying that you will not hold us legally liable for any of your user content or actions that infringe the law or the rights of a third party or person in any way.

Specifically, you agree to hold Scorum, its affiliates, officers, directors, employees, agents, and third party service providers harmless from and defend them against any claims, costs, damages, losses, expenses, and any other liabilities, including attorneys' fees and costs, arising out of or related to your access to or use of Scorum, your violation of this user agreement, and/or your violation of the rights of any third party or person.

## **16. Disclaimers**

To the fullest extent permitted by applicable law, Scorum and the Scorum 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. The company does not represent or warrant that Scorum and the Scorum content: (a) will be secure or available at any particular 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. Your use of Scorum and the Scorum content is solely at your 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.

## **17. Limitation of liability**

To the fullest extent permitted by applicable law, in no event shall the company or the any related party to the company, that includes but is not limited to, subsidiaries, vendors, or contractors, be liable for any special, indirect, incidental, consequential, exemplary or punitive damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including, but not limited to, negligence) or otherwise, arising out of, or in any way connected with, the use of, or inability to use, Scorum or the Scorum content. To the fullest extent permitted by applicable law, in no event shall the aggregate liability of the company or any related party, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory,

arising out of or relating to: (a) the use of or inability to use Scorum or the Scorum content; or (b) these terms exceed any compensation you pay, if any, to the company for access to or use of Scorum.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations in this section may not apply to you.

## **18. Modifications to Scorum**

The Company reserves the right to modify or discontinue, temporarily or permanently, Scorum, or any features or portions of Scorum, without prior notice. You agree that the Company will not be liable for any modification, suspension or discontinuance of Scorum, or any part of Scorum.

## **19. Arbitration**

a. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

b. The number of arbitrators shall be one.

c. The seat, or legal place, of arbitration shall be London, the United Kingdom.

d. The language to be used in the arbitral proceedings shall be English.

e. Any Dispute arising out of or related to these Terms is personal to You and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## **20. Applicable Law**

These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration shall be exclusively resolved by the courts of Gibraltar.

## **21. Termination**

The Company reserves the right, without notice and in our sole discretion, to terminate your license to access and use Scorum and to block or prevent your future access to, and use of, Scorum.

## **22. Severability**

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

## **23. Changes**

This Agreement is the entire agreement between you and us concerning Scorum. It supersedes all prior or contemporaneous agreements between you and us. We may modify this user agreement at any time. If we make changes to this agreement that materially affect your rights, we will provide advance notice and keep this edition available as an archive on the Scorum website. By continuing to use Scorum after a change to this agreement, you agree to those changes.

## **24. Contact Information**

Copyright requests to Scorum Limited should be directed to [copyright@scorum.com](mailto:copyright@scorum.com).

All other notices to Scorum Limited should be directed to [legal@scorum.com](mailto:legal@scorum.com).