

Terms of Use

1.1 The Terms of Use includes the terms and conditions (the "Terms") set forth herein which applies to the website located at <https://tachyon.eco> (the "Website", "Tachyon Protocol", "we", "our" or "us"). We remind you, before accessing to and using the Website, you shall carefully read and fully understand the Terms, including the Prohibited Actions, Representations and Warranties, Indemnification and Disclaimer clauses.

1.2 If you choose to access and use the Website and any of its features (collectively, the "Services"), you agree to abide by all the Terms set forth herein between you and us, and all the applicable laws and regulations. If you do not accept all the Terms, do not use the Website. Your access and use of the Website constitutes an implied consent of yours to the Terms.

1.3 We reserve the right, at its sole and absolute discretion, to change, modify, supplement, update, add or remove (collectively, the "Changes") portions of the Terms, at any time, without your prior consent. The Changes are effective immediately upon posting on the Website. We will not be responsible to notify you any Changes. It is your responsibility to check the Terms every time you access and use the Website. If you continue to use the Website following the posting of changes, it shall mean you accept and agree to the changes.

1.4 We reserve the right, at its sole and absolute discretion, to change, suspend or discontinue any aspect of the Services at any time without your prior consent.

2. Content

2.1 We will provide you with the content including, without limitation, the text, photographs, graphics, sounds, video clips, trademarks, logos, slogans, user interfaces, software and computer code (collectively, the "Content") in the following categories:

1. (a) Technique white paper of Tachyon Protocol, introducing you a Decentralized Internet Protocol. The next-generation TCP/IP to empower blockchain infrastructure. (the "Project")
2. (b) Open source software and its code. We may (but not obliged to) provide the source code of the software of the Project as open source software for you to download from the Website. If you download such software, you agree to accept any license agreement applied to such software.
3. (c) News update of the Project, including roadshow video clips. We

will (but not obliged to) upload and publish the news update we write, record, choose or edit, etc. on the Website for your information only.

4. (d) News update of the Project and other Project-based applications and their development progress. We will (but not obliged to) keep updating the aforementioned events, once the token generating event of the Project has met its security threshold.

5. (e) Roadmap of the Project. We will upload and publish the roadmap of the Project to inform you of our set goals and timeline for the Project.

6. (f) Links to other related digital and social medias, websites, advertisers, etc. Web page layout.

7. (g) Other content on the Website.

2.2 Unless otherwise expressly provided, any new or enhanced functionalities and services shall be subject to the Terms immediately upon posting on the Website without any conditions.

3. Intellectual Property

3.1 The contents published on the Website are intended for your personal and non-commercial use only.

3.2 We own the Contents, which are protected by copyright, patent, trademark, trade names, trade secrets, and various other intellectual property rights and interests and unfair competition laws, and to which you have no rights whatsoever without the prior written consent by us. You cannot copy, modify, reproduce, republish, upload or distribute, in whole or in part, to any other computer, server, website or other media for the purpose of any publication or commercial use, or create derivative works from the Content. We reserve all the rights unless expressly authorized by us.

3.3 The selection, editing, adaptation, arrangement and design of the Contents contained on the Website is at our sole and absolute discretion.

3.4 We allow you to download the Contents available for download on the Website. You may download those published on the Website to your computer or electronic terminals, provided that it is for personal and non-commercial use only. You must not remove, add or modify any proprietary notice language and/or other copyright controlling measures taken by us in all copies of such documents.

3.5 You acknowledge that all the Contents on the Website are the properties of <https://tachyon.eco> provided expressly in the Terms, and

your access to and use of the Website shall not be deemed to confer any rights or license to any intellectual property rights and interests to you whether implied, by estoppel or otherwise.

4. Prohibited Actions

You must comply with relevant laws and regulations, and ensure that you will not use the Services for any illegal or inappropriate activities, including, without limitation, the following acts:

1. (a) use any "deep-link", "page-scrape", "robot", "spider" or any other automatic or manual technique process, to access and copy any portion of any Content for any purpose;
2. (b) collect other users' personal information illegally and sell such information to any third person in any manner;
3. (c) forge headers or otherwise manipulate identifiers to disguise the origin of the Website;
4. (d) use any device and software to interfere or attempt to interfere with the proper operation of the Website;
5. (e) distort the Content and post it on the digital and social media;
6. (f) copy or modify the web layout, user interface and any other content covered by the intellectual property rights and interests and use it on your own or other's websites or servers without the prior written consent by us;
7. (g) provide us with any false information of yours;
8. (h) attempt to obtain any information by any means which is not available on thisWebsite
9. (i) infringe upon our intellectual property rights of any kind;
10. (j) use the Services for any purpose that is prohibited by the Terms, laws and regulations.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Services are provided to you without warranties of any kind either express or implied. It is for informational purpose only. We do not guarantee the timeliness, safety and accuracy of any Content published on the Website. You acknowledge that your judgment shall be based solely on your own understanding and knowledge rather than our Contents.

5.2 In order to access and use the Website, you shall equip yourself with the necessary devices for accessing the Internet such as computers or other access devices, and bear all the costs incurred.

5.3 The Website may contain links to other independent third-party websites, which are not controlled by us, and we provide such links solely as a convenience to you. We do not represent, warrant and endorse any content on any of such linked websites. You shall rely solely on your own understanding and knowledge to interact with any of such linked websites.

5.4 You acknowledge and agree that we may collect and preserve any personal information of yours in accordance with the Private Policy published on the Website, and may disclose such information if it is required by competent authorities in accordance with any applicable laws and regulations.

5.5 You acknowledge that you fully understand the potential risks of any kind to access and use our Website. We may at any time, for any reason and without notice, modify, suspend or terminate the access to the whole or any portion of the Website; interrupt the whole or any portion of the operation of the Website as necessary and at any time for maintenance. We may not achieve our goals and timeline set forth in the road map of the Project. The Website may contain bugs, the system may be attacked by third-party virus or any other factors resulting as of a temporary shutdown, and the Contents may contain errors of any kind. You assume these risks when you access and use the Services and will not hold us liable for any losses you may incur in these events.

6. Indemnification

6.1 If you violate any of the Terms, we may, in its sole discretion and without prior notice, terminate your access to and use of or block your future access to the Website. You acknowledge that such violation will cause irreparable harm to us, for which monetary damages would be inadequate, and we may obtain any injunctive or other equitable relief (if any) we deem necessary or appropriate in such circumstances. In addition to that, we may as well take a legal action against you as a result of such violation, and you agree to pay all the relief as well as all reasonable attorneys' fees and costs of such action.

6.2 You agree to indemnify and hold us, our officers, directors, employees, shareholders, agents, subsidiaries, affiliates, successors and contractors, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third

party due to or arising out of or in connection with your use of the Website.

7. Disclaimer

WE DO NOT PROMISE THAT THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR NOT SUSPENDED OR CONTINUE TO OPERATE ALL THE TIME, OR THAT ANY BUGS WILL BE CORRECTED. THE WEBSITE ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT GUARANTEE THAT ANY DOWNLOADABLE CONTENT OF THE WEBSITE IS FREE OF VIRUSES OR DESTRUCTIVE FEATURE OF ANY KIND. WE DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED AND ALL LIABILITY REGARDING YOUR USE OF THE WEBSITE. YOU SHALL ASSUME ALL RISKS AND RESPONSIBILITIES FOR YOUR USE OF THE WEBSITE. YOUR SOLE REMEDY AGAINST US IS TO STOP USING THE WEBSITE.

WE DO NOT PROMISE THE GOALS AND TIMELINE SET FORTH IN THE TECHNIQUE WHITE PAPER OF THE PROJECT WILL BE MET WITHOUT DELAY.

ANY QUESTION AND CONCERN OF YOURS WITH RESPECT TO ANY LINKED WEBSITE WHOSE LINKS ARE PROVIDED BY US ON THIS WEBSITE AS A CONVENIENCE TO YOU IS THE RESPONSIBILITY OF OTHER LINKED WEBSITES. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY AND ACCURACY OF THE CONTENTS ON THOSE LINKED WEBSITES.

8. MISCELLANEOUS

8.1 You agree that the formation, validity, interpretation and implementation of the Terms shall be governed by the laws of the British Virgin Islands.

8.2 Any dispute or difference arising out of or in connection with the Terms shall be litigated exclusively in the courts of the British Virgin Islands. You agree to the personal jurisdiction by the courts in British Virgin Islands, and waive any objection to such jurisdiction.

8.3 In the event any one or more of the terms or conditions contained in the Terms shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or conditions herein, and the Terms shall be construed as if such invalid, illegal or unenforceable terms or conditions had never been set forth herein, and

the Terms shall be carried out as nearly as possible according to its original terms and intent.

8.4 You shall not assign any of its rights or obligations hereunder to any third beneficiary party without the prior written consent by us.

8.5 No failure or delay of us to insist upon strict performance by you of any of the terms and conditions of the Terms shall constitute or be deemed to be a waiver of any such term or condition, or constitute an amendment or waiver of any such term or provision by course of performance. We may, in its sole and absolute discretion, waive, only in writing, any condition set forth in the Terms to your obligations herein for the sole benefit of us.

8.6 If you have a claim of copyright infringement regarding the Contents on the Website, please inform us of your claim and present us with supporting evidences to contact@tachyon.eco.

8.7 If you have any questions regarding the Website, please contact us at contact@tachyon.eco.

8.8 Privacy Policy applies to use of the Website, and its term and statement is incorporated herein to the Terms of Use by this reference.

8.9 In the event we provide any translation on the Website, the English version shall always prevail should there be any contradiction among various versions.

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