

# **ELYSIAN TERMS OF SERVICE**

## **1. Introduction**

Thank you for visiting Elysian, a decentralized platform to build Ecommerce websites ("DPBE") for companies. Please read these Terms of Service and our Privacy Policy carefully, as you are agreeing to be bound by both documents by using our Service.

## **2. Definitions**

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all-encompassing and no definition should be considered binding to the point that it renders this Agreement nonsensical:

"Agreement" means these Terms of Service;

"Elysian" refers to our company, known as "Elysian Global Corporation"; our Site; our Service; or a combination of all or some of the preceding definitions, depending on the context of the word;

"Service" refers to the services that we provide through our Site, including our DPBE and our Site itself;

"Site" refers to our website, [www.elycoin.io](http://www.elycoin.io);

"User" refers to administrators, managers, employees, paid and unpaid users of our Site and, without limiting the generality of the foregoing, includes general visitors to our Site;

"You" refers to you, the person who is entering into this Agreement with Elysian.

## **3. What Elysian Offers**

Elysian is a DPBE for companies. Subject to the rest of this Agreement, all companies are eligible to purchase a license to use our software.

## **4. Eligibility**

In order to use our Service, you must meet a number of conditions, including but not limited to:

- You must not be in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, Elysian, and yourself. For example, if the Office of Foreign Assets Control prohibits conducting financial transactions with nationals, residents, or banks of your country, you must not use our Service.
- You must be the minimum age required to enter into a contract in the area in which you reside, and, in any event, must not be less than 18 years of age.
- You must not sign up on behalf of a natural person other than yourself.
- You must, if signing up on behalf of another person other than a natural person, be authorized by that other person to bind them to this Agreement (such as by being authorized by a corporation), and you agree that you are hereby binding both you and that person to this Agreement and that both of you shall be jointly and severally liable to Elysian for either party's actions.

- You must provide us with personal information, payment information, and other information that we deem necessary to provide you with our Service.

## **5. Disclaimer**

Elysian's DPBE permits Users to exchange information and to access content approved by an employer and its management and administrators. Elysian, however, accepts no liability for any of the content made available through its Service or the actions of any of its Users, and you hereby agree to release Elysian from all liability arising from or relating to your use of our Service.

## **6. Rules of Use**

Certain rules apply to how Users use our Service and what they may post to it. You must not:

- Violate the laws of the United States, its states, or any foreign political entity having jurisdiction over this Agreement, whether or not the foreign political entity is a country or a subdivision (such as a state or province) or municipality (such as a city, town, county, or region) of a foreign country.
- Post or send anything violent, threatening, pornographic, racist, hateful, or otherwise objectionable according to the opinion of Elysian.
- Use our Service to facilitate the employment of any person not authorized to work at a specific job or in general. For example, our Service may not be used to facilitate the employment of a person in a licensed profession where that person does not themselves hold the required licenses. Likewise, our Service may not be used to facilitate the employment of any person who is not authorized by citizenship, residency, diplomatic immunity, treaty, or visa status to work in the jurisdiction in which they are or intend to be employed.
- Infringe on anyone's intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party.
- Hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of the Elysian Site, Service, or its Users' computers.
- Do anything else which could bring Elysian into disrepute or which could violate the rights of any person.

## **7. License Restrictions**

You agree that by using our Service, you are receiving a license to use one copy of our web-based software (commonly known as "SaaS") in compliance with this Agreement, applicable laws, and any additional terms located on our Site which are hereby incorporated into this Agreement by reference. You must not attempt to reverse engineer, redistribute or resell or otherwise copy or manipulate our Service. You must not download the media created by other Users on our Site, even if it is for your own private use.

Elysian may revoke its license to you at any time for any reason without notice or explanation, and we shall not, in any event, be liable to you for any losses suffered as a result of any unanticipated cancellation of our Service. Elysian will generally attempt to notify you prior to cancelling your access to our Service unless you have breached this Agreement or any applicable law, though we are not obligated to do so.

## **8. Server Downtime**

Our Service may become unavailable from time to time due for security reasons, legal reasons, technical updates, or other reasons. You agree that we are not obligated to inform you of such downtime—even if we are aware that it may occur—or to provide a reason for it, and that you release us from all liability relating to the unavailability of our Service.

## **9. Our Copyright**

Elysian relies on the uniqueness of its Site and content to distinguish itself from third party competitors. You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on the Site, including content licensed to Elysian by third parties, without receiving our prior written permission.

## **10. Your Copyright**

Elysian must be assured that it has the right to use the content that is posted to its Site by its Users. Such content may include, but is not limited to, photographs, videos, text, audio, and other materials. Whenever submitting content to our website, you agree that you are granting us a non-exclusive, universal, perpetual, irrevocable, sublicensable, commercial and non-commercial right to use, distribute, sell, publish, and otherwise make use of the content that you submit to us. You warrant to us that you have the right to grant us this right over the content, and that you will indemnify us for any loss resulting from a breach of this warranty and defend us against claims regarding the same.

## **11. Trademarks**

“Elysian” is a trademark used by us, Elysian Global Corporation, to uniquely identify our Site, Service, and business. You agree not to use this phrase anywhere without our prior written consent. Additionally, you agree not to use our trade dress, or copy the look and feel of our website or its design, without our prior written consent. You agree that this paragraph goes beyond the governing law on intellectual property law, and includes prohibitions on any competition that violates the provisions of this paragraph, including starting your own DPBE or other service, whether or not it competes directly or indirectly with Elysian.

## **12. Revocation of Consent**

We may revoke our consent for your use of our intellectual property, or any other permission granted to you under this Agreement, at any time. You agree that if we so request, you must take immediate action to remove any usage of our intellectual property that you may have engaged in, even if it would cause a loss to you.

## **13. Copyright & Trademark Infringement**

We take copyright infringement very seriously, and we have registered a Copyright Agent with the United States Copyright Office, which limits our liability under the *Digital Millennium Copyright Act*. If you believe that your copyright has been infringed, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.

- The name and description of the work that is being infringed.
- The location on our website of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification electronically and send it to our Copyright Agent at support@elycoin.io.

#### **14. Representations & Warranties**

WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THIS RELEASE OF LIABILITY, YOU AGREE THAT WE ARE ONLY LIABLE TO YOU FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS OUR LIABILITY TO, IF SUCH A MINIMUM EXISTS.

YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU.

WE ARE NOT RESPONSIBLE FOR ANY ACTIONS BY AN ADMINISTRATOR, MANAGER, EMPLOYEE, OR OTHER USER WHICH MAY CAUSE HARM TO YOU, EVEN IF WE BECOME AWARE IN ADVANCE THAT SUCH ACTIONS MAY OR WILL OCCUR AND DO NOT NOTIFY YOU.

WE ARE NOT LIABLE FOR ANY FAILURE OF THE GOODS OR SERVICES OF OUR COMPANY OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS, UNTIMELY DELIVERY, SCHEDULED OR UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL, ON OUR WEBSITE WHICH PREVENT ACCESS TO OUR WEBSITE TEMPORARILY OR PERMANENTLY.

THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS "REPRESENTATIONS & WARRANTIES" SECTION SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

***For Jurisdictions that do not allow us to limit our liability:*** Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

## **15. Indemnity**

You agree to indemnify and hold us harmless for any claims by you or any third party which may arise from or relate to this Agreement or the provision of our service to you, including any damages caused by your use of our Service. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

## **16. Choice of Law**

This Agreement shall be governed by the laws in force in Belize. The offer and acceptance of this contract are deemed to have occurred in Belize.

## **17. Forum of Dispute**

You agree that any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in Belize.

## **18. Force Majeure**

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

## **19. Severability**

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, Elysian shall have the sole right to elect which provision remains in force.

## **20. Non-Waiver**

Elysian reserves all rights afforded to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## **21. Termination & Cancellation**

We may terminate your access to our Site and Service at our discretion without explanation, though we will strive to provide a timely explanation in most cases. Our liability for refunding you, if you have paid anything to us, will be limited to the amount you paid for goods or services which have not yet been and will not be delivered, except in cases where the termination or cancellation was due to your breach of this Agreement, in which case you agree that we are not required to provide any refund or other compensation whatsoever.

Under no circumstances, including termination or cancellation of our Service to you, will we be liable for any losses related to actions of other Users.

## **22. Assignment of Rights**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

## **23. Amendments**

We may amend this Agreement from time to time. When we amend this Agreement, we will post the changes here and e-mail you to inform you that there has been a change. Your continued use of our Service shall constitute your acceptance of such changes.

Last Modified: April 13, 2018