



## ***Terms & Conditions: Website of Diabolo.io***

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## *Disclaimer and Risk Statement*

### **Disclaimer**

*The information contained in or provided from or through this website is not intended to be and does not constitute financial advice, trading advice, or any other type of advice.*

### **Risk Statement**

*You understand that blockchain technology and crypto-assets carry significant risks for users, including the possible loss of all value allocated in crypto-assets. Such risks arise from the novelty of this technology, the regulatory uncertainty, the possibility of hacking, the high volatility and the information asymmetry characterizing the crypto market. You should not purchase crypto-assets with funds you cannot afford to lose. Furthermore, you are warmly encouraged to seek financial and legal advice concerning your purchases of crypto-assets and the use of our services.*

## **1. GENERAL**

- 1.1. The present Terms and Conditions (the “Terms” or “T&C”) govern your use of the Website D1 Capital (the “Website”) and the services offered on or through this latter (the “Services”). The Website is owned and operated by D1Capital, Company in incorporation in France, Paris.

The Website is available

directly at <https://diabolo.io/> and may also be available through other addresses or channels.

- 1.2. The present Terms & Conditions are entered into between you and the Company. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.



- 1.3. Please read the Terms carefully as they govern your use of the Website and the Services.
- 1.4. By browsing the Website, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms and all applicable laws and regulations. If you do not agree with these Terms, you should refrain from using the Website.
- 1.5. Your consent is given once you tick the box in the pop-up window which appears upon your first connection, and which says: “This website uses cookies to ensure you get the best experience on our website. By continuing to use our website, you agree to our Privacy Policy and to our Cookies Policy”. By giving your consent, you confirm that your level of English is sufficient to understand the meaning of the Terms as well as all the commitments, warranties, waivers and obligations contained therein.
- 1.6. If you are browsing the Website on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.
- 1.7. We reserve the right at any time to unilaterally amend these T&C. Any modification made to these T&C shall be effective immediately after we upload the updated version of these T&C on the Website. Your continued use of the Website shall constitute your acceptance of the amendments implemented to these T&C.
- 1.8. If you wish to contact Diabolo, please do so at the following postal address: Chemin de madame Warens 2, 1816 Montreux, Switzerland, or at the following e-mail addresses: [help@diabolotrading.com](mailto:help@diabolotrading.com) and [dataprotection@diabolotrading.com](mailto:dataprotection@diabolotrading.com)



- 1.8.1. If you have any questions concerning the processing of your data, please address your correspondence to the Diabolo Data Protection Officer at: [dataprotection@diabolotrading.com](mailto:dataprotection@diabolotrading.com);
- 1.8.2. If you are currently receiving marketing information that you would prefer not to receive in the future please email us at: [help@diabolotrading.com](mailto:help@diabolotrading.com)
- 1.9. If you are a resident of the European Union, you have the right to file a complaint concerning your data protection with the competent supervisory authority, being the French EU Data Protection Authority. You can contact them at the following address: CNIL, Commission Nationale de l'Informatique et des Libertés, 3 Place de Fontenoy TSA 80715, 75334 PARIS CEDEX 07, France.

## **2. DEFINITIONS**

- 2.1. The following terms, as used herein shall have the following meanings respectively unless inconsistent with the subject or context. Other capitalized terms may be defined elsewhere in these T&C and, unless otherwise indicated, shall have such meaning throughout these T&C.
- 2.2. “Intellectual property rights” shall mean copyrights, patents, registered designs, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, whether registered or unregistered.
- 2.3. “Third-Party/Third-Parties” shall mean any other natural who is not a User or a Visitor.
- 2.4. “Company” shall mean Diabolo Sàrl, a limited liability company validly existing and duly incorporated under the laws of Switzerland, with company registration number CHE-348.493.571, and official address at Chemin de Madame de Warens 2, 1816 Chailly-Montreux, Vaud.



- 2.5. “User” shall mean a person which has registered on the Website.
- 2.6. “Visitor” shall mean a person or entity browsing the Website without having registered as a User.
- 2.7. “Website” shall mean the domain Diabolo.io available at the following URL:  
<https://diabolo.io/>.
- 2.8. “DCASH Token” shall mean a cross-chain utility-type crypto-asset having the purpose of enabling access to the Services.
- 2.9. “Diabolo” shall have the meaning ascribed to it in clause 3.1.
- 2.10. “Services” shall have the meaning ascribed to in clause 3.4.
- 2.11. “Whitepaper” shall mean the document published by the Company to explain its vision, mission and entrepreneurial project;
- 2.12. Except where the context requires otherwise, these T&C will be interpreted as follows:
- 2.12.1. headings are for convenience only and shall not affect the construction or interpretation of any provision of these T&C;
- 2.12.2. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- 2.12.3. words importing the singular shall include plural and vice versa;
- 2.12.4. reference to clauses are to clauses of this these T&C;
- 2.12.5. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral genders;



- 2.12.6. the ejusdem generis (of the same kind) rule will not apply to the interpretation of these T&C, accordingly, include and including will be read without limitation;
- 2.12.7. a reference to any document is to that document as amended, consolidated, supplemented, novated or replaced from time to time in terms thereof;
- 2.12.8. a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:
  - 2.12.8.1. that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision whether before or after the date of these T&C;
  - 2.12.8.2. any subordinate legislation or regulation made under the relevant statute or statutory provision;
  - 2.12.8.3. references to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

### **3. DIABOLO**

- 3.1. Diabolo is a digital ecosystem that provides its community of users with social trading services for the cryptocurrency market.
- 3.2. Diabolo is operated by the Company. From a legal perspective, if Diabolo or Diabolo ecosystem are referred to, the subject of any duties or obligations remains the Company. Diabolo itself is not a legal subject and cannot assume responsibilities or obligations.
- 3.3. Access to the Diabolo ecosystem shall be restricted to the holders of DCASH Tokens. Users shall correspond to the Company a sum of DCASH Tokens as remuneration for



the provision of the Services. The usage of the Services requires a minimum amount of DCASH digital tokens to be deposited into a smart contract. The smart contract will automatically calculate the fees and charge the user what is due. The possibility of spending DCASH digital tokens is intended to be limited to the Diabolo ecosystem.

- 3.4. The Services consist of a Software as a service (SaaS) solution for cryptocurrency copy trading named “Dtrading”. Other digital tools and services illustrated in the Whitepaper have been conceived but not yet developed. The Company does not guarantee the future release of any other digital tools or services and reserves the possibility to modify the characteristics of the digital tools and services illustrated in the Whitepaper. You understand and accept that the development of the Diabolo Ecosystem is the sole and exclusive competence of the Company. The Company shall be entirely free in its way of developing the Diabolo Ecosystem and pursuing the vision expressed in the Whitepaper.
- 3.5. Dtrading service consists of an Application Programming Interface (API) integrated with some cryptocurrency exchange platforms (Binance, Kucoin and FTX). The API enables the Users, who have an account on the abovementioned exchange platforms, to automatically replicate the trading activity of other Users. The orders are executed through third-parties exchange platforms. The User, whose trading activity is replicated by other Users, shall be entitled to receive a share of the DCASH Tokens paid to the Company by the Users that replicated its activity. The Company shall restrict the possibility of being copy traded to the users that have accepted a specific Code of Conduct.
- 3.6. Visitors and Users have the possibility to subscribe to our newsletter and/or to contact us if needed.

#### **4. MODIFICATION**



- 4.1. The Company reserves the right to make any changes to these Terms, at its sole discretion. Your continued use of the Website after any such changes, with or without having explicitly accepted the new Terms, shall constitute your consent to such changes.
- 4.2. If you do not agree to such changes, you have no right to obtain information or access to the Website and must immediately cease use of it. You are responsible for verifying regularly these Terms in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

## **5. THE WEBSITE**

- 5.1. The Website is provided to you on an “as is” basis, without warranties of any kind, either expressed or implied to the maximum extent permitted under applicable law. The Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Website and its content for your personal, non-commercial use, and to display the content of the Website exclusively on your computer screen or on other devices (such as smartphones or tablets), subject to your compliance with these Terms and our policies.
- 5.2. All other uses are prohibited without the Company’s prior written consent. Except as otherwise agreed upon, if the Company enables the use of software, content, virtual items, or other materials owned or licensed by the Company (hereinafter: the “Software and Content”), the Company hereby grants you a non-exclusive, non-transferable, non-sublicensable and revocable worldwide license to access and use the Software and Content solely for personal and non-commercial purposes, conditioned on your compliance with these Terms. You will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit





the Software and Content, except as expressly permitted by the Company or as permitted under applicable law. Any unauthorized use of the Software and Content is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

- 5.3. If you provide us with any feedback or comments regarding the Website, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you.

## **6. COMPANY'S ROLE**

- 6.1. The Website does not constitute and should not be seen as a recommendation or endorsement of the quality, healthiness, service level, qualification or rating of the Services. In particular, the Website is not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to use our Services by becoming a User and must not be considered as providing complete information in relation to such a decision. The Website only aims to promote the Services provided on it.
- 6.2. Please note that we make no promises or warranties whatsoever of possible gains or returns, in cash or in any other form. You can potentially lose all your contribution. The Company also does not guarantee in any way the success or full execution of its projects.
- 6.3. The Company is not a bank, a security firm, an asset manager, a portfolio manager or an investment advisor. The Company is not a financial institution or a financial service provider. The Company has not received any license of authorization by FINMA or any other regulatory authority. The Company does not, and shall not at any time, give any financial advice whatsoever, including with regards to the



purchase of DCASH Tokens or any other crypto-assets. Please note that the Company is not acting as a financial institution or as a financial service provider in the framework of the DCASH public sale or in any other context, nor the Company is issuing or offering any financial instrument.

## **7. PRIVACY POLICY**

- 7.1. You agree that the Company may collect, process, and use personal data about you according to the Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.
- 7.2. Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited. By using our website, you agree that we can place these types of cookies on your device.

## **8. DIABOLO ACCOUNT REGISTRATION AND REQUIREMENTS**

### **8.1. Registration**

- 8.1.1. All Users must apply for a Diabolo account (hereinafter the “Account”) before using the Services. When you register, you must provide your real name, email address, and password, and accept these Terms, the Privacy Policy, and other Platform Rules. You shall always provide honest and accurate information to the Ecosystem Operator.



8.1.2. Diabolo may refuse, in its discretion, to open an Account for you. You agree to provide complete and accurate information when opening an Account and agree to timely update any information you provide to Diabolo to maintain the integrity and accuracy of the information.

8.1.3. Only one User can be registered at a time.

8.1.4. Institutional Users (including Users that are businesses and other legal entities) can open one or more Accounts with the consent of Diabolo.

## 8.2. Eligibility

8.2.1. By registering to use a Diabolo Account, you represent and warrant that

8.2.1.1. as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws;

8.2.1.2. as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms;

8.2.1.3. you have not been previously suspended or removed from using the Services;

8.2.1.4. you do not currently have an Account;

8.2.1.5. Your use of the Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

## 8.3. Anti Money Laundering Compliance

8.3.1. By accessing and using Diabolo's services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions



list (such as the United Nations security council sanctions list), the list of specially designated nationals maintained by ofac (the office of foreign assets control of the U.S. department of the treasury), or the denied persons or entity list of the u.s. department of commerce. Diabolo reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Diabolo's services in certain countries or regions.

8.3.2. Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. Diabolo reserves the right to change, modify or impose additional restrictions at its discretion at any time.

#### 8.4. User Identity Verification

8.4.1. Your registration of an account will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes through <https://diabolo.io/> or for other lawful purposes stated by the Company. We will collect, use and share such information in accordance with our [Privacy Policy](#).

8.4.2. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include but is not limited to, your name, email address, contact information, phone number, username,



government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. You acknowledge that some data storage duration shall comply with the law of your jurisdiction.

- 8.4.3. After registration, you must ensure that the information is true, complete, and timely updated when changed. If there are any grounds for believing that any of the information you provided is incorrect, false, outdated, or incomplete, Diabolo reserves the right to send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of the Services we provide for you. If we are unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to Diabolo during your use of the Services. You hereby acknowledge and agree that you have the obligation to update all the information if there is any change by registering an Account, you hereby authorize Diabolo to conduct investigations that Diabolo considers necessary, either directly or through a third party, to verify your identity or protect you, other users and/or Diabolo from fraud or other financial crimes, and to take necessary actions based on the results of such investigations. You also acknowledge and agree that your personal information may be disclosed to credit bureaus and agencies for fraud prevention, which may respond to our investigations in full.

## 8.5. Account Usage Requirement

- 8.5.1. The Account can only be used by the account registrant. Diabolo reserves the right to suspend, freeze or cancel the use of the Accounts by persons other than the account registrant.



8.5.2. If you suspect or become aware of any unauthorized use of your username and password, you should notify Diabolo immediately. Diabolo assumes no liability for any loss or damage arising from the use of the Account by you or any third party with or without your authorization.

#### 8.6. Account Security

8.6.1. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your account and personal information.

8.6.2. You should be solely responsible for keeping safe your Account and password and be responsible for all the transactions under your Account. Diabolo assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent, or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

8.6.3. By creating an Account, you hereby agree that:

8.6.3.1. you will notify Diabolo immediately if you are aware of any unauthorized use of your Account and password or any other violation of security rules;

8.6.3.2. you will strictly abide by all mechanisms or procedures of Diabolo regarding security, authentication, trading, charging, and withdrawal; and;



8.6.3.3. you will take appropriate steps to log out from Diabolo at the end of each visit.

## **9. PROHIBITED ACTIONS**

9.1. You are entitled to use the Website only in conformity with the laws of your country of residence and of the country from which you access this Website. You may solely make a legal use of this website and any illegal or inappropriate use of the Website is banned. In particular, you agree to browse the Website lawfully and without any violation of these Terms or any applicable law and agree not to do any of the following actions in connection with your use of the Website:

- 9.1.1. access or use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content;
- 9.1.2. access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other terms or policies provided in connection with the Website;
- 9.1.3. intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- 9.1.4. damage, disable, overburden or impair the functionality of the Website in any manner;



- 9.1.5. distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- 9.1.6. upload, post, transmit, distribute or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Visitors or of the Company;
- 9.1.7. export or re-export any applications, code or tools developed by and proprietary to the Company except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- 9.1.8. use any robot, spider, crawler, scraper, or other automated means or interface not provided or authorized by us to access the Website or to extract data or information from the Website;
- 9.1.9. commercialize any application, code, or any information or software associated with such application and/or the Website without the prior consent of the Company;
- 9.1.10. upload, post, transmit, distribute, store or otherwise make publicly available on the Website any personal data of Users, of Visitors or of any Third-party without the person's prior explicit consent;
- 9.1.11. harvest or otherwise collect information or data about Visitors or Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;





- 9.1.12. upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of the Company, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose the Company or its Visitors to any harm or liability of any type;
- 9.1.13. upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense;
- 9.1.14. copy, modify, distribute, sell, or lease any part of the Website;
- 9.1.15. reverse engineer or attempt to extract the source code of the Website;
- 9.1.16. interfere or attempt to disrupt the Website in any way;
- 9.1.17. circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or third parties; and
- 9.1.18. infringe upon or violate the rights of the Company, the Visitors, the Users or any third-party;
- 9.1.19. facilitate or assist another person to do any of the above acts.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. Intellectual property rights and all other proprietary rights in relation to the content available on the Website (including but not limited to software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information, and their selection and arrangement) (hereinafter: the “Website Content”) are the exclusive property of the Company or its licensors. Our rights to the Website Content include rights to

- 10.1.1. the Website; and;



- 10.1.2. all designs, layouts, software, displayed, and technical information associated with the Website.
- 10.2. All Intellectual property rights in the Website Content not expressly granted herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions.
- 10.3. Any other use of the Website Content, including without limitation distribution, reproduction, modification, making available, communicating to the public, publicly performing, frame, download, display, or transmission, in whole or in part, without the prior written consent of the Company is strictly prohibited.
- 10.4. You may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter: the “Software”), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.
- 10.5. The Company and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Website.
- 10.6. The Company, together with its licensors expressly reserve all Intellectual property rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Website. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. Any use of the Website including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without the prior consent of the Company.



10.7. All of the information and other content displayed on, transmitted through, or used in connection with the Diabolo Sites, including for example, advertising, directories, guides, articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, the selection and arrangement of the aforementioned and the “look and feel” of the Diabolo Sites (collectively, the “Content”), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the intellectual property of Diabolo, and its affiliated companies, licensors and suppliers. Diabolo actively protects its rights to the Content to the fullest extent of the law. You may not, for example, republish the Content on any Internet, Intranet or Extranet site or incorporate the Content in any database, compilation, archive or cache or store the Content in electronic form on your computer or mobile device unless otherwise expressly permitted by Diabolo. You may not distribute any of the Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content, except as permitted by the T&C or by securing the prior written consent of Diabolo. The Content includes logotypes, trademarks and service marks (collectively “Marks”) owned by Diabolo, and Marks owned by other information providers and third parties.

## **11. TRADEMARKS**

11.1. Company’s names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of the Company or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo, or mark in any manner whatsoever.



- 11.2. The Diabolo marks and logos are trademarks. The use or the display of these trademarks without explicit written permission of Diabolo is prohibited. Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any right or license to use any of the Diabolo marks without the prior explicit written consent of Diabolo.
- 11.3. DCASH is a registered trademark and <https://diabolo.io/> a domain name owned and controlled by the Company.
- 11.4. The trademark together with the other graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Website are the trademarks or trade dress of the Company (hereinafter: the "Marks"). You may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Company endorses any product or service. You may not reproduce or use the Marks without the prior written permission of the Company.
- 11.5. Any goodwill accruing out of the use of the Company's and the Marks, trade and business names, and service marks will vest in the Company and its affiliates, as the case may be.

## **12. RESERVATION OF RIGHTS**

- 12.1. The Company may block, terminate or suspend your ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of the Company, as well as close or interrupt the Website. The Company reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws, or policies referenced herein, or if you otherwise create risk or possible legal exposure for the Company.



- 12.2. The Company reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these Terms.

### **13. THIRD PARTY RIGHTS**

- 13.1. Other than any entities within the Diabolo group, a person who is not a party in these Terms has no right to enforce any of these Terms

### **14. AVAILABILITY**

- 14.1. The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.
- 14.2. The English language version of this Agreement shall be the prevailing version in the event of any discrepancy between any translated versions of this Agreement.

### **15. NETWORK COSTS**

- 15.1. You may be charged by your network provider for data services or any other third-party charges as may arise while using the Website and you accept responsibility for such charges.
- 15.2. If you are not the bill payer, we will assume that you have received permission from the bill payer.

### **16. DOWNTIME**

- 16.1. Since the Website is web-based, it might be subject to temporary downtime.
- 16.2. From time to time we also update or maintain the Website, which will result in the Website not being available for a certain period of time. We do not warrant that the Website operates uninterrupted or error-free.



- 16.3. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website or suspension of your access to the Website.

## **17. DISCLAIMERS**

- 17.1. You expressly acknowledge and agree that your access to and use of the Website is at your sole risk. As between you and the company, to the maximum extent permitted by applicable law, the website is provided on an “as is” and “as available” and “under development” basis and the company expressly disclaims all representations, warranties, and conditions (express or implied, oral or written), including any implied warranty of merchantability, fitness for a particular purpose and non-infringement.
- 17.2. All content available on the website, including the Whitepaper, are made available for informational purposes only and should not be contractual or binding in any way for the company. You should not rely upon this content in any way.
- 17.3. The company does not give any warranty in relation to the website, the software, and content nor with any services, information published or available on the website, should it be its availability, accuracy, or lawfulness. The company shall not verify, update or correct such information. The company does not warrant that the website will be available at all times and expressly reserves the possibility to discontinue the website without notice. In addition, the company does not represent or warrant that
- 17.3.1. the operation of the Website will be secure, uninterrupted, error-free, or virus-free, or;
- 17.3.2. any defects in the Website will be corrected. no oral or written information, guidelines, or advice given by the company will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law.



- 17.4. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to you. You agree that the entire risk arising out of your use of the website remains solely with you.
- 17.5. Any warranty, condition, or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where you used the Website or otherwise (including without limitation any implied term as to the quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded. If you have a dispute with one or more Visitor(s), User(s), and/or Third-part(y/ies), you agree to release the Company (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.
- 17.6. You understand that blockchain technology is still in an early stage of development. It therefore carries significant operational, technological, financial, regulatory, and reputational risks. You are fully aware of such risks and accept them as part of your use of the Services.
- 17.7. It is your sole responsibility to not lose your crypto-assets, in particular by losing access to the keys which allow access to your wallet and/or allowing malicious third parties to access your keys and/or your wallet.
- 17.8. THE COMPANY WILL NOT BE HELD LIABLE FOR ANY LOSS OF CRYPTO-ASSETS AND/OR OTHER DAMAGE INCURRED BY YOU AS A RESULT OF THE TRANSFER OF CRYPTO-ASSETS TO YOUR WALLET OR LOSS OF KEY OR ATTACK ON YOUR WALLET.



## **18. LIMITATIONS OF LIABILITY**

- 18.1. These Terms set out the full extent of our obligations and liabilities with respect to the Website. To the maximum extent possible by law, the company excludes all and any warranty, guaranty, and responsibility in relation to or subsequent to the website and its content.
- 18.2. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you. In no event shall the aggregate liability of the company arising out of or relating to the use of or inability to use the website exceed one hundred swiss francs (CHF100). You agree that any claim filed more than one (1) month after the discovery of the alleged liability of the company shall be time-barred.
- 18.3. Without limiting the foregoing, you hereby understand and agree that Diabolo will not be liable for any losses or damages arising out of or relating to:
- 18.3.1. Any inaccuracy, defect, or mission of digital assets and price data;
  - 18.3.2. any error or delay in the transmission of such data;
  - 18.3.3. Interruption in any such data; Regular or unscheduled maintenance carried out and service interruption and change resulting from such maintenance;
  - 18.3.4. Any damages incurred by other users' action, omission, or violation of these terms;
  - 18.3.5. Any damage caused by illegal actions of other third parties or actions without authorized by Diabolo and;
  - 18.3.6. Other exemptions mentioned in disclaimers and platform rules issued by finance.





- 18.4. To the maximum extent permitted by applicable law, in no event will Diabolo, its affiliates and their respective shareholders, members, directors, officers, employees, attorney, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever, even if Diabolo has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of Diabolo's gross negligence, fraud, willful misconduct or intentional violation of law.
- 18.5. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
- 18.6. The information, products and services on the Diabolo Sites are provided on a strictly "as is," "where is" and "where available" basis. Diabolo does not provide any warranties (either express or implied) with respect to the information provided on any Diabolo site and/or your use of any of the Diabolo Sites generally or for any particular purpose. Diabolo expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Diabolo will not be responsible for any loss or damage that could result from interception by third parties of any information made available to you via the Diabolo Sites or any of them. Although the information provided to you on this website is obtained or compiled from sources, we believe to be reliable, Diabolo cannot and does not guarantee the accuracy, validity, timeliness, or completeness of any information or data made available to you for any particular purpose.
- 18.7. Neither Diabolo, nor any of its affiliates, directors, officers or employees, nor any third party providers of content, software and/or technology (collectively, the "Diabolo parties"), will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of any Diabolo site, or resulting from the act or omission of any other party involved in making any



Diabolo site, the data contained therein or the products or services offered thereby available to you, or from any other cause relating to your access to, inability to access, or use of any Diabolo site or the materials contained therein, whether or not the circumstances giving rise to such cause may have been within the control of Diabolo or of any vendor providing software or services. In no event will Diabolo or any of the Diabolo parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if Diabolo or any other such party has been advised of the possibility thereof.

- 18.8. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone, or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. Diabolo cannot and does not guarantee continuous, uninterrupted, or secure access to any of the Diabolo Sites. All writers' opinions are their own and do not constitute financial advice in any way whatsoever. Nothing published by Diabolo constitutes an investment recommendation, nor should any data or Content published by Diabolo be relied upon for any investment activities. Diabolo strongly recommends that you perform your own independent research and/or speak with a qualified investment professional before making any financial decisions. Certain links, including hypertext links, in our site will take you to external websites.

## **19. FORCE MAJEURE**

- 19.1. The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused by circumstances beyond our reasonable control.



- 19.2. Such circumstances include but are not limited to war, threat of war, riots, civil strife, or terrorist activity, industrial disputes, natural or nuclear disasters, fire, airport closures, bad weather conditions, interruption or failure of a utility service, or the acts of any local or national government. These include pandemic-related events and lockdown restrictions, defined here as force majeure.

## **20. INDEMNIFICATION**

- 20.1. You agree to defend, indemnify, and hold harmless the Company and its affiliates, independent contractors, and service providers, and each of its respective directors, officers, employees, and agents from and against all Third-party claims, damages, costs, liabilities, and expenses (including, but not limited to, court and attorneys' fees) caused by, arising out of or related to:

- 20.1.1. your use of, or inability to use, the Website;
- 20.1.2. your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by the Company or a Third-party in relation to the Website;
- 20.1.3. your violation of any applicable law or any rights of any Third-party.

## **21. LINKS**

- 21.1. The Website may contain links which direct you to third-party websites. The Company rejects any liability on said Third-party websites, which are solely provided in the Users' and Visitors' interest.
- 21.2. The Company has no influence on the content of third-party websites. The Company, therefore, cannot assume any guarantee for the accuracy, completeness, or safety of this Third-party content.



## **22. ENTIRE AGREEMENT & SEVERABILITY**

22.1. These Terms, the Privacy Policy, the Cookies Policy (which sets out information about the cookies on our site), and the Disclaimer subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the use of the Website. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

## **23. NO WAIVER**

23.1. The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

23.2. If you are in contravention of any of these Terms and we refrain from taking action against you, the Company's forbearance does not constitute a waiver and Diabolo.io may nonetheless take action against you in the future or if you violate the same provision at another instance or if you violate a different provision.

## **24. ASSIGNMENT**

24.1. You may not assign any of your rights, licenses, or obligations under these Terms without the Company's prior written consent. Any such attempt at assignment by you shall be void. The Company may assign its rights, licenses, and obligations under these Terms without limitation and without prior consent.

## **25. MODIFICATION OF THE WEBSITE**

25.1. The Company reserves the right to change, suspend, remove, discontinue, or disable access to the Website or particular portions thereof, at any time and without notice. In



no event will The Company be liable for the removal of or disabling of access to any portion or feature of the Website.

## **26. APPLICABILITY**

- 26.1. This Agreement, together with the Privacy Policy, Cookie Policy, Disclaimer, and any other legal notices published by Diabolo on the Site shall constitute the entire agreement between you and Diabolo concerning use of the Site and the Service.
- 26.2. Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions, and provisions shall remain valid and enforceable. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.
- 26.3. Suppose a court of law determines that any term, condition, or provision of this Agreement is invalid or unenforceable but that by limiting such term, condition, or provision, it would become valid and enforceable. In that case, such term, condition, or provision shall be deemed to be written, construed, and enforced as so limited.

## **27. NOTICE OF CLAIM AND DISPUTE RESOLUTION PERIOD**

- 27.1. Please contact Diabolo first! Diabolo wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with Diabolo, then you should contact Diabolo and a ticket number will be assigned. Diabolo will attempt to resolve your dispute internally as soon as possible.
- 27.2. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).



27.3. In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against Diabolo, then you agree to set forth the basis of such claim in writing in a “Notice of Claim,” as a form of prior notice to Diabolo. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with Diabolo. After you have provided the Notice of Claim to Diabolo, the dispute referenced in the Notice of Claim may be submitted by either Diabolo or you to arbitration in accordance with paragraph 1 of this Section 28, below.

## **28. GOVERNING LAW AND DISPUTE RESOLUTION**

28.1. These Terms and your use of the Website, as well as all matters arising out of or in relation to them (including non-contractual disputes or claims and their interpretation), shall be governed by the laws of Switzerland, with the exclusion of conflicts of laws rules. Any claim or dispute regarding these Terms or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the Courts of Vaud, Switzerland, subject to an appeal at the Swiss Federal Court.

28.2. You agree that any dispute is personal to you and the Company, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. You agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

28.3. In case of dispute, you shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.



## **29. CONTACT**

29.1. If you wish to contact us please do so at the following address: Chemin de Madame Warens 2, 1816 Montreux, Switzerland;

29.2. Or at the following e-mail address: [help@diabolotrading.com](mailto:help@diabolotrading.com) .