

# TERMS OF USE

## Streamr Network and Marketplace

Last updated: 30 May 2018

### 1. INTRODUCTION

- (a) The Streamr Network and all related services, including the Streamr Marketplace (jointly, the **Services**) are provided by Streamr Network AG, a company domiciled in the canton of Zug, Switzerland (**Streamr, we** or **us**).
- (b) Your use of the Services and the data content available therein (**Content**) is subject to these Terms of Use (**Terms**). In addition, your use of the Content may be subject to other provisions set out in the terms and conditions you have entered into with the provider of particular Content (**Data Provider**). If there is any conflict between these Terms and the terms entered into with a Data Provider, these Terms shall prevail.

### 2. USE AND ACCESS

- (a) **Use of the Services.** You may use the Services to browse, locate, view, or download Content. You are responsible for ensuring that you have a device that meets the system and compatibility requirements for the relevant Content, working Internet access, and compatible software. The availability of Content and features will vary from time to time and between countries. Streamr is not responsible for and does not endorse any Content made available through the Services.
- (b) **User account.** You can browse and locate Content without logging in to the Services. However, in order to download or purchase Content from the Services, you must have a valid Streamr account. You are responsible for providing accurate registration information upon registering for a Streamr account, and for keeping your registration information up to date, or notifying us in the event of changes. You can delete your Streamr account and registration information at any time.
- (c) **Age Restrictions.** You must be at least 16 years of age to register for the Services and at least 18 years of age to be a Data Provider; if you are considered a minor in your country, you must have your parent or legal guardian's permission to use the Services and to accept the Terms. You must also comply with any additional age restrictions that might apply for the use of specific Content.
- (d) **Disabling access.** We may disable access to your Streamr account at any time and for any purpose. If we disable access to your account, you may be prevented from accessing the Services, your account details or any Content that is accessible through your account. To the maximum extent permitted by applicable laws, Streamr shall bear no liability for any expenses, losses, damages or any other costs incurred by you or any third party due to us disabling access to your Streamr account at any time.
- (e) **Fees.** You are responsible for any access or data fees incurred from third parties (such as your Internet provider or mobile carrier) in connection with your use of the Services and viewing or downloading of Content.

### 3. DATA PROTECTION

- (a) Our [privacy policy](#) explains how we treat your personal data and protect your privacy when using the Services. We may need to provide your personal information, such as your name and email address, to Data Providers for the purposes of processing your transactions or provisioning Content to you. Data Providers will apply their own respective privacy policies to processing this information. Streamr bears no responsibility or liability for the Data Providers' privacy policies' contents or their compliance with applicable legislation.
- (b) You are responsible for keeping your account details secure and must not share them with anyone else. You may not collect or harvest any personal data of any user of the Services, including account names.

### 4. PURCHASES AND PAYMENTS

**PLEASE NOTE: TRANSACTIONS ON THE SERVICES ARE DONE THROUGH CRYPTOGRAPHIC CURRENCY. DO NOT ENGAGE IN TRANSACTIONS IN THE SERVICES UNLESS YOU ARE EXPERIENCED IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS, AND YOU HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH CRYPTOGRAPHIC TOKENS.**

#### 4.1 Purchases

- (a) When you buy Content on or use the Services you may enter into a separate end user license agreement (**EULA**) with the Data Provider. The terms set out in the EULA are in addition to these Terms.
- (b) Your contract for the purchase and use of Content is completed once you approve the EULA terms and confirm your purchase by paying the requisite amount of DATAcoins. Performance of the EULA begins as soon as the purchase is complete.
- (c) Pricing and availability of all Content displayed through the Services are subject to change at any time prior to purchase by the Data Provider. Unless explicitly agreed with a Data Provider, all sales are final and no returns, replacements or refunds are permitted. If a Data Provider grants a replacement, return or refund for any transaction, the transaction may be reversed, and you may no longer be able to access the Content that you acquired through that transaction.

#### 4.2 DATAcoin

- (a) The currency used for purchases in the Services is a cryptographic token called DATAcoin. In order to purchase Content through the Service, you must have a Streamr account and a browser or browser plugin which supports Ethereum. To access the purchased Content, you must configure your cryptographic wallet address in your Streamr account settings.
- (b) You are solely responsible for (i) ensuring that you have sufficient balance in your wallet when making the relevant purchase, and (ii) all amounts payable associated with purchases made through the Services.

### 4.3 Taxes

"**Taxes**" means any duties, customs fees, levies or taxes (other than income tax) associated with the sale or purchase of Content, including any related penalties or interest. You are responsible for any and all Taxes and must pay for Content without any reduction for Taxes. If the Data Provider or Streamr is obligated to collect or pay Taxes, the Taxes will be charged to you. You must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising in connection with your use of the Services or the purchase of Content on or through the Services. The reporting and payment of any such applicable Taxes are solely your responsibility.

## 5. RIGHTS AND RESTRICTIONS

- (a) **License to use Content.** After completing a transaction for Content, you will have the non-exclusive right, solely as expressly permitted in these Terms – and subject to any further limitations set out in the EULA – to store, access, view, use, and display copies of the applicable Content. All rights, title and interest in the Content not expressly granted to you in the Terms and the EULA are reserved.
- (b) **Violation of Terms.** If you violate any of the Terms or the EULA, your rights under this license will immediately terminate, and Streamr may terminate your access to the Services and/or the Content without refund to you and without any liability towards you.
- (c) **Restrictions.** You may not:
  - (i) use Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted in the EULA or elsewhere and only in the exact manner provided;
  - (ii) attempt to, or assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components that protect, obfuscate or otherwise restrict access to any Content, the Services or any other third-party services;
  - (iii) copy, modify, publish, transmit, distribute, transfer or sell, or in any way exploit, any of the Content not submitted or provided by you, unless explicitly allowed by the EULA;
  - (iv) access the Services by any means other than through standard industry-accepted interfaces, or manipulate or otherwise display the Services by using framing or similar navigational technology;
  - (v) post or transmit any material that contains a virus, worm, Trojan horse, or any other contaminating or destructive feature;
  - (vi) use any of the Services' communications features in a manner that adversely affects the availability of its resources to other users;
  - (vii) post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
  - (viii) upload or transmit any material that infringes, violates or misappropriates any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any third party or violates a third party's right of privacy or publicity, or that is

defamatory or otherwise unlawful or that is intended for an unlawful use or application;

- (ix) remove any watermarks, labels or other legal or proprietary notices included in any Content, or attempt to modify any Content obtained through the Services, including any modification for the purpose of disguising or changing any indications of the ownership or source of Content; or
  - (x) use the Site and/or the Services for any other purpose that is unlawful or prohibited by these Terms.
- (d) **Defective Content.** Once Content is available to you, you should check the Content as soon as reasonably possible to ensure that it functions and performs as stated, and notify the Data Provider as soon as reasonably possible if you find any errors or defects.
- (e) **Removal or Unavailability of Content.** In certain cases (for example if a Service or Content is discontinued, there are critical security issues, or there are breaches of applicable terms or the law), Streamr may remove or cease providing you with access to certain Content that you have subscribed to.
- (f) **Dangerous Activities.** None of the Streamr Services or Content are intended for use in the operation of nuclear facilities, life support systems, emergency communications, aircraft navigation or communication systems, air traffic control systems, or any other such activities in which case the failure of the Services or Content could lead to death, personal injury, or severe physical or environmental damage.

## 6. CHANGES TO THE TERMS

Streamr has the right to change these Terms at any time by uploading the revised Terms onto the Streamr Platform and by notifying you of the change in the Platform. Your continued use of the Services following such notice will indicate your acceptance of the new Terms. The new Terms will apply to your use of all Content (including Content you have downloaded or purchased in the past) and all subsequent downloads or purchases.