

# Terms of Use

**Please read and understand these Terms of Use before using the MyTVchain website.**

By accessing this site (including any official press releases and informational materials integrated hereto; collectively, the "Web Site"), you agree to be bound by the terms hereunder, and the terms of our Terms of Use and Privacy Policy.

This Web Site is published by MyTVchain (the "Company") for general information regarding the proposed MyTVchain platform. Aside from providing this Web Site and certain other public materials, the Company may conduct one or more blockchain token sale events, with any tokens ("MyTV Tokens", "the Tokens," "MyTVchain" or "MyTV") sold in such events declared and agreed to be non-securities (or "utility tokens") to the full extent permitted by law, whether in Europe or any other applicable jurisdiction. Without prejudice to such general non-security treatment in respect of the Tokens, this Web Site makes reference to prospective treatment of Tokens sold as "securities," pertaining to particular instances within specific jurisdictions.

This Web Site does not constitute an offer or a solicitation to purchase securities, as that term is defined in the United States under the Securities Act of 1933 (the "Securities Act" or "the Act"), or in any other jurisdiction. A definitive and legally-binding offer to purchase or sell securities can only be made through a formal offering agreement (for MyTVchain, the "Token Sale Terms and Conditions"). Any decision to purchase tokens in connection with such prospective offering should be made solely on the basis of the information contained in any then-current offering agreement, which should be carefully-reviewed and evaluated in consultation with the prospective purchaser's own legal, accounting, investment, tax and any other applicable advisors, in view of the prospective purchaser's own circumstances. In any case, this Web Site does not constitute a purchase recommendation regarding any Tokens proposed or intended to be offered or sold by the Company.

The Web Site is subject to continual revision by the core team and/or legal advisors of the MyTVchain Company, is not intended to be complete, and may be updated from time to time with no obligation by the MyTVchain core team to inform you of any changes. This Web Site shall not be legally binding or enforceable by any recipient against the MyTVchain Company or any of its agents or affiliates.

All statements, estimates and financial information contained in the Web Site, made in any press releases or in any place accessible by the public and oral statements that may be made by Token Generator and which are not statements of historical fact constitute "forward-looking statements". Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual events or results, performance or achievements to differ materially from the estimates or the results implied or expressed in such forward-looking statements.

With the exception of Accredited Investors who have been verified pursuant to Rule 506(c) of Regulation D of the United States Securities Act, the Company will not accept token purchase offers from any U.S. person (within the meaning of Regulation S under the Securities Act). No registration statement has been filed with the United States Securities and Exchange Commission ("SEC") or any U.S. state securities authority with respect to sales of the Tokens. None of the Tokens sold or to be sold by the Company have been or will be registered under the Act. Except as explicitly noted in the Token Sale Terms and Conditions, no Tokens sold by the Company may be offered, sold, transferred, assigned or delivered, directly or indirectly, in the United States of America, its territories and possessions, any state of the United States of America or the District of Columbia (the "U.S."), or to any U.S. Person.

Any Tokens purchased from MyTVchain are subject to resale restrictions in respect of the U.S. and certain other jurisdictions, as well as general terms and conditions applicable to numerous jurisdictions. Please see the Token Sale Terms and Conditions document to determine which of these terms impact you.

To see the full legal terms and conditions for MyTVchain Company and Token Sale participation, please visit [www.MyTVchain.com/legal](http://www.MyTVchain.com/legal).

## Acceptance of the Terms of Use

These terms of use are entered into by and between You and MyTVchain ("the Company", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of MyTVchain.io, including any content, functionality and services offered on MyTVchain.io (the "Website").

It's important that you read the following Terms of Use carefully before you start to use the Website. By using the Website, or clicking that you accept or agree to the Terms of Use if or when it is shown to you, means that you accept and agree to be bound and abide by these Terms of Use.

If you do not to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

## Who May Use the MyTVchain Website?

The Website is appropriate and available for users who are 13 years of age or older for personal use and is not offered for commercial use. The Website is not for children under the age of 13 years old. By using this Website, you warrant that you are (i) 13 years of age or older, (ii) not barred from using the Website or internet under any applicable law, and (iii) using the Website for personal use. If you do not meet all three of these requirements you must not use the Website.

## Changes to the Terms of Use

- We reserve the right to amend or withdraw this Website, any service or material provided via the Website, at our sole discretion and without prior notice. No guarantee is given that the Website or any of its content will always be made publicly available or without interruption. We will not be held liable for any reason if all or any part of the site is unavailable for any time or any period. At times we may wish to restrict access to portions of the Website or the entire Website, once again this is at our sole discretion and can be made without any prior notice.

### **As a user you are responsible for:**

- Making any and all required arrangements for access to the Website.

- Making sure that anyone who accesses the Website through your internet connection is aware of these Terms of Use and that they comply with them.
- Ensuring that the registration information you provide on the Website to access certain resources is correct, current, and complete. You in turn agree that the information you provide for use of the Website and any services or interactive features is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Please be aware that increased caution should be used when inputting personal information to the Website when you are using a public or shared computer so others are not able to see or record your personal information. It is your responsibility to make sure that you take suitable steps to protect yourself.

## Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

By using the website you agree to use the Website for non-commercial, personal use only. You also agree not to reproduce, distribute modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM to facilitate your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If MyTVchain provides desktop, mobile or other applications for download at any point, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by any additional end user license agreement for such applications.

### **As a user you must not:**

- Modify copies of any materials from the Website.

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of materials on the Website other than the terms set out in this section, please address your request to: [support@mytvchain.com](mailto:support@mytvchain.com).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website which is in breach of the Terms of Use, your right to use the Website will immediately cease and you must, at our option, return or destroy any copies of the materials you have made.

No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company.

Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## Trademarks

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such trademarks without getting prior written permission from the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

## Prohibited Uses

You may only use the Website for lawful purposes and in accordance with the Terms of Use outlined in this document.

### **You agree not to use the Website:**

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US, EU, or other countries).
- For exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

**Additionally, you agree not to:**

- Use the Website in any way that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including crawling, monitoring, or copying any of the material on the Website. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without the prior written consent of the Company.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website in any other way.

## **Reliance on Information Posted**

The information presented on or through the Website is only made available for general information purposes. The Company does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly done so at your own

risk. The Company hereby disclaims all liability and responsibility arising from any reliance you or any other visitor place on such materials, or by anyone who may be informed of any of its contents.

A times this Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these third-party materials, and all articles and responses to questions and other content, other than the content provided by the Company, are entirely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **Changes to the MyTVchain Website**

The Company reserves the right to update the content on this website from time to time and without warning, but its content is not necessarily complete or up-to-date and should not be considered so. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## **Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Website, including registration. All such additional terms and conditions are hereby incorporated by reference into these Terms of Use. In the event of terms that are directly conflicting between these Terms of Use and terms of conditions for registration, the additional terms and conditions shall control and be treated as the primary terms and conditions.

## **Linking to the MyTVchain Website and Social Media Features**

It is acceptable to link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent from the Company.

## **Links from the Website**

When the Website links to other third-party sites and resources, these links are provided for your convenience only. These may include links contained in advertisements, including banner advertisements and sponsored links. The Company however has no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites including any privacy policy. When using a third-party website it is your responsibility to read their individual terms of use and privacy policy statements. The Company reserves the right to withdraw links without notice.

## **Geographic Restrictions**

Access to the Website may not be legal by certain persons in certain countries. By accessing the Website you do so on your own initiative and are responsible for ensuring that you are complying with all laws specific to the country from which you are accessing the Website.

## **Disclaimer of Warranties**

By using the Website you understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code.

As a user you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Website for any reconstruction of any lost data.



The Company will not be held liable for any loss or damage caused by a distributed denial-of-service (DDOS) attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or any website linked to it.

By using the Website, its content, and/or any services or items obtained through the Website is at your own risk. The Website, its content and services or items obtained through the site are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation in respect to the completeness, security, reliability, quality, accuracy, or availability of the Website.

Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

The Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

Some jurisdictions do not allow exclusion of warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety, but will apply to the maximum extent permitted by applicable law.

## **Limitation of Liability**

The Company, its affiliates or their licensors, service providers, employees, agents, officers or directors in no event will be held liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website or such other websites or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law which may include fraud.

## **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

## **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Australia without giving effect to any choice or conflict of law provision or rule

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in Australia although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts.

## **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

## Your Comments and Concerns

We welcome your feedback, and any comments, support requests, and other communications should be sent to [support@mytvchain.com](mailto:support@mytvchain.com). This Website is operated by the Company.

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