

TERMS OF USE OF WEBSITE

THIS AGREEMENT GOVERN YOUR RELATIONSHIP WITH PULSY LABS LLC, A COMPANY INCORPORATED IN DELAWARE, WITH REGISTRATION NUMBER 3294575, (HEREINAFTER REFERRED TO AS "THE COMPANY") REGARDING YOUR USE OF [HTTPS://PULSY.APP](https://pulsy.app) WEBSITE AND ALL ITS SUBDOMAINS, INCLUDING [HTTPS://EXPLORER.PULSY.APP](https://explorer.pulsy.app) (HEREINAFTER REFERRED TO AS "WEBSITE") PROVIDED TO YOU BY THE COMPANY AS AN ANALYTICAL PLATFORM ABOUT BLOCKCHAIN TRANSACTIONS. YOU MAY USE THIS WEBSITE ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS ("TERMS OF USE"), DO NOT USE THIS WEBSITE.

GENERAL TERMS AND ACCEPTANCE OF THIS AGREEMENT

1. The Company makes this Website including all information, graphics, documents, text, products and all other elements of the Website available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Website. By accessing and using this Website you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Website and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Website. If you do not agree to any additional specific terms or to particular transactions concluded through this Website, then you should NOT use the part of the Website which contains such content or through which such transactions may be concluded, and you should not use such content or conclude such transactions. However, use of the certain analytical features available on the Website, including in the part of the Website available after registration and accessible through the Website may be subject to additional written agreement between You and the Company.
2. All information about blockchain transactions displayed in the Website are extracted data from the blockchain and are outside of the Company direct or indirect control. In any case the Company shall not be liable for any damages arising of Your use of such information about blockchain transactions.

ENTIRE AGREEMENT

3. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the use of the Website.

AMENDMENTS

4. These Terms of Use may be amended by the Company upon notice given by the Company through the Website. Please check the Terms of Use published on this Website regularly to ensure that you are aware of all terms governing your use of this Website.

DEFINITIONS

5. The following definitions and rules of interpretation apply in this Agreement:

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| «Agreement» or «Terms of Use» | The present Agreement between You (user) and the Company |
| «Parties» | You (User) and the Company (We). |
| «Privacy Policy» | Rules of collection, storage, distribution and protection of personal data that the Company gets from the Users and that is an essential part of the Agreement which text is available at https://pulsy.app/privacy . |
| «Protocol» | A blockchain software developed by the Company in order to extract certain data about blockchain transactions that is provided through the interface of the Website. |
| «Website» | A group of interrelated websites owned and operated by the Company, available in the Internet via address: https://pulsy.app/ , designated as an informational resource about the Protocol. |
| «User» | An individual capable under personal law, a natural person or business entity formatted in the appropriate legal form according to local legislation that is eligible to use the Website and has accepted the terms and conditions of the present Agreement. |

ELIGIBLE USERS

6. The following restrictions and conditions apply to the use of the Website (as such term defined below):

a. You shall not access to the Website if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally capable to use the Website;

b. You shall not use the Website to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Website to assist any other party in such illegal activity; reverse engineer or otherwise improperly access any of the Website's underlying code or technical mechanisms; cause damage to the Website or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Website.

c. Notwithstanding the foregoing, the Company may refuse to provide access to the Website to any person for any reason or no reason whatsoever.

USER ACCOUNT

7. The use of the Website or any of its features may require You to create an Account ("Account") on the Website. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account's creation to no longer be current, complete or accurate.
8. You are solely responsible for keeping your Account credentials confidential. All actions taken using your account shall be considered as taken by You and you are solely responsible for such actions.

DISCLAIMERS OF WARRANTIES

9. The Website is provided on "as is" and "as available" basis and the Company hereby disclaims all warranties, whether express, implied, statutory, or otherwise. The Company specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. The Company makes no warranty of any kind that the Website, or any products or results of the use thereof, will meet User's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. It shall be specifically mentioned that all information provided within the Website is aggregated data from different blockchain technologies and networks. The Company is not an owner of such data and so on the Company shall not and will not take any responsibility or liability related to true and correctness to such information, provided that such information is not changed by the Company.

LIMITATION OF LIABILITY

10. Except as otherwise required by law, in no event shall the Company, its directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Website or the Company's materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the Company, or use of the Protocol, or any hacker attack over the Website or Protocol, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to Company's records.

11. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to certain users.

12. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE THE WEBSITE EXCEED THE SUM OF 100 USD.

13. The Company is not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; hacker attacks, any and all acts that are regarded as Force Majeure in legal practice.

LIMITED RIGHT OF USE

14. Any use of the Website in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the access to the Website and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE WEBSITE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF THE WEBSITE SHALL BE CONSIDERED AS A VIOLATION OF COMPANY'S POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.

15. You agree that you will not, under any circumstances:

- a) Engage in any act that the Company deems in its reasonable discretion to be in conflict with the spirit or intent of the Website, including but not limited to circumventing or manipulating these Terms of Use or any other policies;
- b) Use the Website intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation or in violation of rights of third parties;
- c) Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Website;
- d) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Website (each a "Server");
- e) Organize, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Website or other attempts to disrupt the Website; or
- f) Attempt to gain unauthorized access to the Website, Servers, or networks connected to the Website by any means other than the user interface provided by the Company, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Website;
- g) Interfere or attempt to interfere with the proper functioning of the Website in any way not expressly permitted by these Terms of Use;
- h) Use, facilitate, create, or maintain any unauthorized connection to the Website, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Website; or (2) any connection using programs, tools, or software not expressly approved by the Company;
- i) Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Website, or to obtain any information from the Website using any method not expressly permitted by the Company; or
- j) Copy, modify or distribute rights or content from the Website, or Company's copyrights or trademarks or use any method to copy or distribute the content of the Website except as specifically allowed in these Terms of Use;
- k) Publicly disseminate information about the types and methods of violations of these Terms of Use and Privacy Policy, as well as publicly call for violation of these Terms of Use and Privacy Policy.
- l) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
- m) Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to gain access to the Website or for any other purposes.

INTELLECTUAL PROPERTY

16. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Website are vested in the Company and/or its licensors and the Company and/or its licensors are the sole and exclusive owners thereof. All rights on the Website not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Website, or its content except as expressly authorized herein. Except as otherwise provided, the content published on this Website may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions.

17. The Company hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.

APPLICABLE LAW AND DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

18. This Agreement shall be governed, construed, and enforced in accordance with the law of state of Delaware.

19. The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receipt.

20. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

21. You understand and agree that class action lawsuits, class-wide arbitrations, private attorney-general actions, requests for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

INDEMNIFICATION

22. You hereby agree to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by user materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

ASSIGNMENT

23. The Company may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Company's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

SEVERABILITY

24. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

PRIVACY POLICY AND PERSONAL INFORMATION

25. The Company has developed a Privacy Policy that governs the use and protection of User's private information according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Website.

26. Despite all the security measures implemented by the Company, the User acknowledges that there are certain risks of the Company being attacked by electronic means in order to obtain the private information and that the Company cannot guarantee full protection.

TERM AND TERMINATION

27. The term of this Terms of Use ("Term") shall begin when you start using this Website and shall continue in perpetuity unless otherwise terminated by the Company by written notice. The Company expressly reserves the right to change, suspend or discontinue all the Website or portion thereof, at any time, and may terminate your use of the Website at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Website including without limitation any use of Company's trademarks, trade names, copyrights and other intellectual property.

28. The Company reserves the right to stop offering and/or supporting the Website or part of the Website at any time either permanently or temporarily, at which point your license to use the Website, or a part thereof will be automatically terminated or suspended.

29. UPON TERMINATION OF THIS AGREEMENT, YOU WILL NO LONGER BE AUTHORIZED TO USE THE WEBSITE IN ANY WAY.