

## Welcome to Æternity Wallet Explorer

This document sets out the terms and conditions (the “**Site Terms**”) that apply whenever you (“**you**”) use **aeternity-foundation.org**, its sub-domains, any pages and/or functionalities, and any of the APIs and other component applications (the “**Site**”) to obtain the Æternity Wallet Explorer (as defined below) and/or use other functions. If you do not understand or do not agree to these Terms, please do not use the Site. These Site Terms were most recently updated on **8 September 2023**.

### Who we are

We are **ÆTERNITY FOUNDATION**, a foundation incorporated under the laws of Liechtenstein with its registered address at Dr. Grass Str. 12, 9490 Vaduz, Liechtenstein as the operator of the Site (“**we**” or “**us**”).

### Contact us

If you would like to contact us, you can do so by writing to us at **hello@aeternity-foundation.org**

### Privacy Policy

Our Privacy Policy describes the ways we collect, use, store and disclose your personal information. Please see the Privacy Policy for more information check <https://www.aeternity-foundation.org/privacy-policy>.

### Accepting the Site Terms

Please read these Site Terms carefully before using the Site. We are only willing to make the Site available if you accept all the provisions of the Site Terms.

You confirm, if you are using the Site on your own behalf, that you are at least 18 years of age and in any event, at least of the legal age required in your country to enter the Site Terms, and if you are using the Site on behalf of an organization or company, that you have the legal authority to bind any such organization or company to the Site Terms.

By using the Site or any part of it, or by indicating your acceptance by clicking the “I accept” button, you are confirming that you understand and agree on your own behalf or, where applicable, on behalf of the organization or company you are acting for, to be bound by the Site Terms.

These Site Terms are only available in English, and we do not store or file copies of any contracts.

## 1. Definitions and Interpretation

In these Site Terms these words and phrases have the following meaning:

“**IP**”: means any intellectual property, including patents (including patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

**"Æternity Wallet"**: the software application that, among other matters, manages your private key(s) and public key(s) for blockchain networks including the Æternity Network (where the Æternity Wallet is operating with the right plugin such as Snap) and carries out certain transactions including relating to Æternity Tokens.

**"Site"**: has the meaning given to it in the first paragraph above.

**"Site Materials"**: collectively, the Site and all IP in it, including in all designs and other creative works, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Site.

**"Æternity Token"**: the native token of Æternity.

**"Æternity"**: collectively, the Æternity Technologies and the Æternity Network. "Æternity" does not exist as a legal person, and no single entity owns, manages, or controls the Æternity Technology or the Æternity network.

**"Æternity Network"**: the peer-to-peer permissionless blockchain computer networks powered by Æternity Technologies.

**"Æternity Technologies"**: means, together, the layer 1 open-source distributed ledger and blockchain software technologies known as the Æternity Protocol and includes any layer 2 software technology such as roll-ups that operate through the Æternity Network and rely on the Æternity protocol to confirm proof of the transactions first executed and recorded by the layer 2 software.

**"Æternity Wallet Explorer"**: means the open-source software application hosted by us at the Site that, among other matters and subject to these Site Terms, allows you to view the contents and interact with your MetaMask Wallet.

## 2. License Grant

2.1. The Æternity Wallet Explorer hosted on the Site is built upon open-source software and is distributed under an open-source license. Your use of the Æternity Wallet Explorer is subject to the terms and conditions of the MIT open-source license.

2.2. Copyright: 2023, ÆTERNITY FOUNDATION

2.3. Permission is hereby granted, free of charge, to any person obtaining a copy of the Æternity Wallet Explorer, to deal in the Æternity Wallet Explorer without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Æternity Wallet Explorer, and to permit persons to whom the Æternity Wallet Explorer is furnished to do so, subject to the following conditions.

2.4. The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Æternity Wallet Explorer.

2.5. THE ÆTERNITY WALLET EXPLORER IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE ÆTERNITY WALLET EXPLORER OR THE USE OR OTHER DEALINGS IN THE ÆTERNITY WALLET EXPLORER.

### **3. Access and Use of the Æternity Wallet Explorer**

3.1. Access. To use the Æternity Wallet Explorer, you should first install a web browser (such as Google Chrome). You will need to connect a MetaMask Wallet to the Site to be able to interact and see the contents of the specific MetaMask Wallet.

3.2. Use. To use the functionalities of the Æternity Wallet Explorer you will need to access the Æternity Wallet Explorer software at the Site. You will be able to view and use the Æternity Wallet Explorer through our hosting Site.

3.3. We make no guarantees, expressed or implied, regarding the accessibility, availability, or uninterrupted operation of Æternity Wallet Explorer. Users acknowledge and agree that the Site and functionalities may become inaccessible, experience downtime, or cease operation at any time and for any reason, without prior notice.

3.4. The Æternity Wallet Explorer software is provided ‘as is’ and we make no warranties or representations that its functionalities will be error-free, or uninterrupted. We shall not be liable for any loss, inconvenience, or damage resulting from the unavailability, interruption, or malfunction of the website or its functionalities.

### **4. MetaMask Wallet Account Security**

4.1. When using the Æternity Wallet Explorer together with the MetaMask Wallet, you will be responsible for keeping your own security credentials, including but not limited to private keys, passwords, and recovery phrases, which may be a word seed phrase, an account file, or other locally stored secret information. The MetaMask Wallet encrypts this information locally with a password that you choose, which we cannot access or store on our servers. We do not ask, collect or hold your public or private keys, and we cannot access your MetaMask Wallet, recover keys, passwords, or other information, reset passwords, and/or reverse transactions.

4.2. You are solely responsible for your use of the Æternity Wallet Explorer together with MetaMask Wallet, including without limitation for storing, backing up, and maintaining the confidentiality of your keys, passwords, and information, and for the security of any transactions you perform using Æternity Wallet Explorer together with your MetaMask Wallet.

4.3. You expressly relieve and release us from any and all liability and/or loss arising from your use of the Æternity Wallet Explorer.

## 5. External Sites

5.1. The Site may include hyperlinks to other websites or resources (collectively, the “**External Sites**”), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products, or other materials on or made available from or through any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred because of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

## 6. Disclaimers

6.1. Warranty disclaimer. You expressly understand and agree that your use of the Æternity Wallet Explorer is at your sole risk. The Æternity Wallet Explorer and the Site are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Æternity Wallet Explorer has no control over, and no duty to take any action regarding: which users gain access to or use the Æternity Wallet Explorer; how you may interpret or use the Æternity Wallet Explorer; or what actions you may take as a result of having been exposed to the Æternity Wallet Explorer. We make no representations concerning any content contained in or accessed through the Æternity Wallet Explorer, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Æternity Wallet Explorer.

6.2. Limited promises. You understand and agree that we do not make any promises or statements to you that:

- a) your access to or use of the Site will meet your requirements;
- b) your access to or use of the Site will be uninterrupted, timely, secure or free from error;
- c) usage data provided through the Site will be accurate;
- d) the Site or any content, services, or features made available on or through the Site are free of viruses or other harmful components; or
- e) that any data that you disclose when you use the Site will be secure. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.

6.3. Information risk. You accept that the content on the Site is provided as general information only and is not special to you or the way or purpose for which you wish to use the Site and the available services. None of the information provided is intended to be technical, professional, or any other form of advice that considers your needs and circumstances and therefore, none of the information should be relied on as such. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on the Site.

6.4. Internet risk. You accept the inherent security risks of providing information and dealing online over the internet.

6.5. Æternity Wallet Explorer risk. We will not be responsible or liable to you for any losses you incur as the result of your use of Æternity Wallet Explorer, including but not limited to any losses, damages or claims arising from:

- a) user error,
- b) server failure or data loss;
- c) corrupted Æternity Wallet Explorer files; or
- d) unauthorized access or activities by third parties, including, but not limited to, the use of viruses, phishing, brute-forcing or other means of attack against the Site, Æternity, or any Æternity Wallet Explorer.

6.6. Blockchain risks. We are not responsible for losses due to failures of the Æternity Network or the Æternity Technologies, or any other operational aspects of Æternity, including but not limited to late or no disclosure by developers or representatives (or no reporting at all) of any issues with Æternity.

6.7. Value and Volatility. You understand that Æternity and other blockchain technologies and associated cryptographic tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks.

6.8. Use of Blockchain. The Site does not store, send, or receive Æternity tokens. Any transfer of tokens occurs within the Æternity Network, and not on the Site.

6.9. Regulatory Uncertainty. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the blockchain ecosystem. We are not responsible for the impact that any future regulations or laws may have on your usage of the Æternity Wallet Explorer or the underlying blockchain network.

6.10. Application Security. You acknowledge that blockchain applications are code subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Æternity Wallet Explorer and the trustworthiness of any third-party websites, products, smart-contracts, or content you access or use through the Site. You further expressly acknowledge and represent that blockchain applications can be written maliciously or negligently, that Æternity Wallet Explorer cannot be held liable for your interaction with such applications and that such applications may cause the loss of property or even identity. This warning and others later provided by Æternity Wallet Explorer in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Æternity Wallet Explorer functionalities. The code to Æternity Wallet Explorer can be found at: **<https://github.com/4-point-0/aeternity-snap>**

6.11. Risk of Weaknesses or Exploits in the Field of Cryptography. You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies and the Æternity Wallet Explorer. To the extent possible, Æternity Wallet Explorer intends to update the protocol underlying the Software to account for any advances in cryptography and to incorporate additional security measures but does not guarantee or otherwise represent full security of the system. By using the Æternity Wallet Explorer or accessing the Site, you acknowledge these inherent risks.

## **7. Linking to the Site**

7.1. Linking to the Site. You may establish links to the Site home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, and that the website in which you are linking complies in all respects with the provisions of this Clause 7. We reserve the right to withdraw linking permission without notice.

7.2. Restrictions on Linking. You must not frame the Site on any other website, and you must not establish a link:

- a) To any part of the Site other than the home page.
- b) In such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- c) To the Site in any website that is not owned by you.

## **8. Site Ownership and User Authorities**

8.1. Ownership of the Site and the Site Materials. You acknowledge and agree that we (or, as applicable, our licensors) own all IP and other legal right, title, and interest in and to all elements of the Site Materials. You acknowledge that the Site Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All the Site Materials are the copyrighted property of us or our licensors, and all trademarks, service marks, and trade names associated with the Site or otherwise contained in the Site Materials are proprietary to us or our licensors.

8.2. No User Licence or Ownership of the Site Materials. Except as expressly set out in this Section 8, your use of the Site does not grant you ownership of or any rights with respect to any content, code, data, or other components of the Site Materials. On our own behalf and on behalf of our licensors, we reserve all rights in and to the Site Materials that are not expressly granted to you in these Site Terms.

8.3. How you may use the Site Materials. The following conditions apply to the use of the Site Materials:

8.3.1. You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organization to content posted on the Site.

8.3.2. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.3.3. Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

8.3.4. You will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

## **9. Limited Licence.**

Subject to your compliance with these terms, we grant you a revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Site within the scope and purposes of the Site. You shall not access, use, or disclose our original source code, technique, algorithms, and procedures of or contained in or relating to the Site.

## **10. User Conduct and Prohibited Activities**

10.1. *User Conduct.* You agree that you are responsible for your own conduct while accessing or using the Site, and for any consequences. You agree to use the Site only for purposes that are legal, proper, and in accordance with these Site Terms and any applicable laws or regulations.

10.2. *Prohibited Activities.* You promise that your use of the Site will not and will not allow any third party to in any manner involve:

10.2.1 the sending, uploading, distributing, or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;

10.2.2 the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;

10.2.3 the uploading, posting, transmitting, or otherwise making available through the Site of any content that infringes the intellectual proprietary rights of any party;

10.2.4 using the Site to breach the legal rights (such as rights of privacy and publicity) of others;

10.2.5 engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);

10.2.6 interfering with other users' enjoyment of the Site;

10.2.7 exploiting the Site for any unauthorized commercial purpose;

10.2.8 modifying, adapting, translating, or reverse engineering any portion of the Site;

10.2.9 removing any copyright, trademark, or other proprietary rights notices contained in or via the Site or any part of it;

10.2.10 reformatting or framing any portion of the Site;

10.2.11 displaying any content via the Site that contains any hate-related or violent content or contains any other material, products, or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;

10.2.12 using any spider, site search/retrieval application, or other device to retrieve or index any portion of the Site or the content posted via the Site, or to collect information about its users for any unauthorized purpose;

10.2.13 accessing or using the Site for the purpose of creating a product or service that is competitive with any of our products or services;

10.2.14 abusing, harassing, or threatening another user of the Site or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favoritism by our employees or otherwise);

10.2.15 using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the Site or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers.

10.2.16 the access to and use of the Site by automated means or under false or fraudulent pretenses.

10.2.17. The impersonation of another person (via the use of an email address or otherwise);

10.2.18. Using, employing, operating, or creating a computer program to simulate the human behavior of a user or prospective user (commonly known as "bots");

10.2.19. Acquiring Aeternity tokens through inappropriate or illegal means (including, among other things, using a stolen credit card, or a payment mechanism that you do not have the right to use);

10.2.20. The purchasing, selling, or facilitating the purchase and sale of any Site access or access rights or interests to other persons for cash or cryptocurrency consideration; or



10.2.21. Or result in the wrongful seizure or receipt of any Aeternity tokens;

(each of the above a “**Prohibited Activity**”).

10.3. *Effect of Your Breaches.* If you engage in any of the Prohibited Activities, we may, upon giving prior notice, but only where it's reasonable that we do so, and without limiting any of our other legal rights or remedies, immediately suspend or terminate your access or continued access to the Site and take such other actions as we reasonably deem justified to protect us, the Site, any of our licensors, or any of the other Site users from the consequences of your breach or breaches, including reporting the Prohibited Activity to the competent national authorities.

## **11. Limitation of Liability**

11.1. You have certain legal rights under the law. Nothing in these Site Terms is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the law. For more information about your legal rights, contact your local consumer protection organization.

11.2. To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the Site or any content on it, whether express or implied. We exclude our liability for all action we may take in response to breaches of these Site Terms.

11.3. We are responsible for losses you suffer caused by us breaking these Site Terms unless the loss is: (i) unexpected, so it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable) (ii) caused by a Force Majeure Event; (iii) avoidable, and something you could have avoided by taking reasonable action; or (iv) a business loss that relates to your use of the Site for the purposes of your trade, business, craft, or profession.

11.4. We shall not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

11.4.1. Use of, or inability to use, the Site or the services; or

11.4.2. Use of or reliance on any content displayed on the Site.

11.5. We shall not be liable for indirect loss or damage including:

11.5.1. Loss of profits, sales, business, or revenue;

11.5.2. Business interruption;

11.5.3. Loss of anticipated savings;

11.5.4. Loss of business opportunity, goodwill, or reputation; or

11.5.5. Any indirect or consequential loss or damage.

11.6. We shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

## **12. Force Majeure Events**

12.1. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Site Terms, for any failure or delay in fulfilling or performing any of these Site Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”):

12.1.1 Acts of God;

12.1.2 Flood, fire, earthquake, epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19), tsunami, explosion;

12.1.3 War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

12.1.4 Government order, law, or action;

12.1.5 Embargoes or blockades in effect on or after the date of this agreement;

12.1.6 Strikes, labor stoppages or slowdowns or other industrial disturbances;

12.1.7 Shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity; and

12.1.8 Other similar events beyond our control.

12.2. Performance During Force Majeure Events. If we suffer a Force Majeure Event, we will use reasonable efforts to promptly notify you of the Force Majeure Event, stating the period the occurrence is expected to continue. We will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We will resume the performance of our obligations as soon as reasonably practicable after the removal of the cause. If our failure or delay remains uncured for a period of forty-five (45) consecutive days following written notice given by us under this Section 12, we may terminate these Site Terms upon fifteen (15) days' written notice.

## **13. Changes to the Site and the Site Terms**

13.1. Changes to the Site. We are constantly innovating the Site to help provide the best possible experience. You acknowledge and agree that the form and nature of the Site, the Site Materials, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the Site at any time without

notice. Please note that we are under no obligation to update any content on the Site which may be out of date at any given time.

13.2. Changes to the Site Terms. We have the right to change these Site Terms at any time for the following reasons:

- a) To improve the Site Terms, to make the Site Terms clearer or easier to understand, or to have all our users on the same Site Terms;
- b) To comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment;
- c) To provide you with additional information about the Site;
- d) Where we make changes to the Site or any available service, including where we change the way we structure the Site or the available services or expand the scope adding additional features, functionality, or content;
- e) Where we reorganize the way we run our business, including merging with another brand or service;
- f) For security reasons, including where we introduce additional security checks or software to protect the Site, the Site Materials, or a Token. We provide the Site on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Site Terms for reasons other than those set out above.

13.3. Review. Every time you wish to use the Site, please check the Site Terms to ensure you understand the terms that apply at that time. If you do not refuse to accept any such changes, your continued use of the Site will mean that you have accepted those changes.

## **14. Law and Jurisdiction**

14.1. You and we agree that Liechtenstein law applies to these Site Terms. If you live in an EU Member State, you also have the benefit of any protection afforded to you by the mandatory provisions of the law of your country of residence. You can bring legal proceedings under these Site Terms in the courts of Liechtenstein or the courts of the EU Member State in which you live.

## **15. General**

15.1. The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree that we can transfer our rights and obligations under these Site Terms to any other companies in the same group as us, or to any other company, firm, or person provided that your rights under this agreement will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Site Terms to anyone else.

15.2. If any paragraph or section, or if any part of a paragraph or section, of these Site Terms is held to be unlawful, invalid, or unenforceable by a court or legal authority, that paragraph or section, or any part of that paragraph or section, shall be treated as removed. The validity and enforceability of the remaining parts of these Site Terms shall continue and will not be affected.

15.3. To the extent we fail to or decide not to exercise any right or claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.