

# Terms and Conditions

## General Terms & Conditions

BEFORE ENTERING THIS WEBSITE, PLEASE READ CAREFULLY THE FOLLOWING IMPORTANT TERMS AND CONDITIONS (THE "TERMS") THAT GOVERN YOUR ACCESS TO, AND USE OF, THIS WEBSITE, AND ACKNOWLEDGE YOUR AGREEMENT AND UNDERSTANDING OF THEM.

### 1. No investment advice

Although this Website may include investment-related information, information made available on this Website should not be considered as legal, tax, investment or securities advice or any form of recommendation to purchase, sell or hold any Funds or services described in it, or any opinion regarding the appropriateness of any investment. ICO ratings published on **ICOscoring** solely represent the opinions of the experts providing it. The experts conduct the ratings based on their professional experience, publicly available information (whitepapers, roadmaps, interviews, reports) and possibly dialogues with the ICO project management team. And while we hold ourselves and our experts accountable to high professional standards, any investment decisions should be made following the receipt of appropriate financial, tax, accounting, legal and other professional advice and following checks as to the accuracy of all relevant information, and not on the basis of anything on this Website alone.

### 2. No representations or warranties for contents

Although reasonable efforts have been used to ensure that the information set out on this Website is reliable, no representation or warranty is made as to its accuracy, completeness and adequacy and **ICOscoring** bears no responsibility for the rectification of errors which may occur from time to time. Any opinions expressed reflect the current view of **ICOscoring**, in its capacity as distributor, which may change without notice. The use of any information set out in this Website is entirely at the recipient's own risk. The information and opinions contained on this Website are provided without any express or implied warranty. **ICOscoring** does not take any responsibility for any information contained on this Website provided by third parties.

### 3. Use of the Website - Changes to the Website

**ICOscoring** grants you a limited right to use the Website. Your right to use the Website is subject to your agreement to abide by these Terms in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Website. **ICOscoring** reserves the right to partly or completely change the Website at any time and to restrict, interrupt or terminate its service without notice. - Changes to these Terms - **ICOscoring** reserves the right to modify or amend these Terms at any time without notice. **ICOscoring** invites you to consult these terms and conditions from time to time, to familiarise yourself with the changes.

## 4. Limitations on liability

In no event shall **ICOscoring** be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this Website or the use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if **ICOscoring** or its representatives, are advised of the possibility of such damages, losses or expenses. **ICOscoring** does not limit or exclude liability for death or personal injury resulting from its negligence or where this would be prohibited by law.

## 5. Copyright

Unless stated otherwise, content and design of the Website are the property of **ICOscoring** or its licensors and is protected by copyright. Any copying, selling, publication, reproduction, distribution, re-transmission, sub-licensing, assignment or other use any portion of the Website or of its content requires the prior written consent of **ICOscoring**. In using this website you undertake not to reproduce or distribute any information contained herein in whole or in part, nor to disclose any of its contents (except to your professional advisers) without the prior written consent of **ICOscoring**, who you agree has the benefit of this undertaking. You and your professional advisers will keep permanently confidential information contained herein and not already in the public domain. You may not decompose, decompile, reverse engineer, disassemble or otherwise deconstruct all or any portion of the Website. You may not publish, broadcast, retransmit, reproduce, repackage, frame, commercially exploit, create any derivative of or otherwise redistribute all or any portion of the Website except as explicitly permitted in these Terms. As a visitor to the Website, you may view the Website and you are welcome to print hard copies of material on it for your personal, non-commercial use. You may not remove any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Website. All other copying or distribution of any part of the Website whether in electronic, hard copy or other format is prohibited and all other rights reserved. Any copies must not alter the original content and must reproduce our copyright notices. **ICOscoring** or other **ICOscoring** marks referred to on the Website are trademarks which belong to **ICOscoring** or their licensors in the United Kingdom or other countries. No visitor may use such trademarks or other devices without the prior written consent of **ICOscoring**. Other product and company names reproduced on the Website may be the trademarks (registered or otherwise) of the respective owners, and all rights in the material on any other websites which you may be able to link to from the Website are owned by third parties.

## 6. User conduct

You agree not to use the Website in any way that will violate or infringe any laws or regulations of any jurisdiction or the rights of any person. You make certain representations and warranties regarding your use of the Website. You represent and warrant that: (a) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms; (b) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms; and (c) you will not delete

any of the content available on the Website, including, without limitation, any information, data, tools, products, services and other content available on or through the Website.

## 7. Privacy Policy

**ICOscoring** respects your privacy. Personal data, which is collected when visiting this website, is processed according to requirements under English law. Such information may be collected through "traffic data" and may entail the use of "cookies", "IP addresses" or other numeric codes used to identify your computer. We may also collect personal data from you through the Website or via email when you contact us. Such information may be retained and used by us for general research purposes, to communicate with you to respond to any queries or requests made by you and for any other reasonable purposes for which you have provided such information. [In addition, we may use such data from time to time to send you further information relating to **ICOscoring's** products or services which we feel may be of interest to you or any information which you have expressed an interest in to **ICOscoring** to your usual contact at **ICOscoring** or through email or this Website. You may notify us at any time if you wish to cease receiving this further information by contacting your usual contact at **ICOscoring** or by sending an email requesting this to [hello@ICOscoring.com](mailto:hello@ICOscoring.com). As a means of processing and using your personal data for the purposes set out above, we may transfer such data to **ICOscoring's** affiliates or other selected third parties located anywhere in the world (who may process, use and similarly transfer your data) where this is reasonably required or deemed reasonably appropriate by us in order to provide you with the above information. Such third parties may be based in countries where data protection laws might not exist or be of a lower standard than the European Union. We may investigate any complaint or reported violation of our policies. We may report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials or other persons or entities that we deem appropriate. We may issue warnings, suspend or terminate use of the Website, deny access to all or part of the Website or take any other action that we deem appropriate. We are committed to protecting your privacy and we implement various security measures in relation to our processing and transfer of personal data to try to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. However, the nature of the Internet is such that the data may in some circumstances flow over networks without full security measures and could be accessible to unauthorised persons. By clicking on the "Accept" button you confirm that you consent to the uses of information relating to you set out above and you authorise us to make available, transfer and disclose such information to third parties in the manner described above. If you wish, you may have a copy of the personal data held by us in relation to you. We may, to the extent allowed by law, charge you a fee for this.

## 8. Safety of Communication

Communications over the Internet and by e-mail cannot be guaranteed to be secure. There is a risk that information contained within an e-mail communication and any attachment thereto, including potentially confidential information, may be intercepted, lost, destroyed or delayed in transmission, or that information displayed on the Website may be changed or modified through malicious attacks or "hacking". Although **ICOscoring** will use reasonable efforts to minimise such risk, it does not warrant that any communication or e-

mail or any attachments thereto, that are sent out, will be free from viruses, worms or other harmful components.

## 9. Hyperlinks

Certain hypertext links on the Website may lead the user to Websites that are not under the control or charge of **ICOscoring**. When the User clicks on such a link, he leaves the Website of **ICOscoring** and enters the third-party site at its own risk. **ICOscoring** is not responsible for and shall not be liable for any material contained in or activities conducted through any other non-**ICOscoring** website.

a. Severability - If at any time any provision (or part of any provision) of these Terms is, or becomes, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that or any other jurisdiction of any other provision (or any other part of this provision) of these Terms.

## 10. Miscellaneous

A failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. **ICOscoring** may assign, subcontract or transfer all or any of its rights and obligations under these Terms (including to **ICOscoring's** successors or assigns, any of **ICOscoring's** affiliates or their successors or assigns) located anywhere in the world without requiring further consent from you, and upon such assignment, sub-contracting or transfer, **ICOscoring** may be relieved of any further obligation to you under them. To the extent required and at our request, you agree to do anything reasonably necessary or beneficial to give effect to such assignment, sub-contracting or transfer. You may not assign, subcontract or transfer these Terms in whole or in part to any third party without our prior written consent.

All rights reserved © 2017