

Terms of Use

Last updated: 1/07/2019

Preamble

The hereby presented Terms of Use and any terms incorporated herein ("Terms") constitute a legally binding agreement made between you ("User", "You") and PoolTogether.io ("We", "PoolTogether", "PT"), concerning your participation in mining pool "PT" including <https://PoolTogether.io> ("Website"), the technology and the PT infrastructure established, any applications associated therewith and any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected to the "PT".

You agree that by using the PT infrastructure and consequently the mining node, you have read, understood, and agreed to be bound by all of these Terms of Use. If you do not agree to the Terms, then you are prohibited from using the PT infrastructure and you must discontinue your use of it immediately.

1. DEFINITIONS

1. **"Participant"** is a User, that sends time-locked native Fusion tokens to "PT" wallet address that is used for mining operations.
2. **"Native Fusion tokens"** or **"Fusions"** or **"FSN's"** are tokens used for running the Fusion blockchain nodes (performing alos PoW and/or PoS operations on this blockchain).
3. **"Crypto Assets"** shall mean for the purposes herein such type of assets which can only and exclusively be transmitted by means of block-chain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as Bitcoin, Ethereum, Fusion or Ripple.
4. **"Force Majeure Event"** shall be understood as any event beyond PoolTogether's reasonable control, including but not limited to a flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, suspension of bank accounts of any kind, extraordinary leaps in value of crypto assets; communications, network, or power failure; or equipment or software malfunction or any other cause beyond PoolTogether's reasonable control.
5. **"Mining"** shall mean for the purposes herein a process in which transactions on Fusion blockchain for any crypto assets are verified and added to the blockchain digital ledger resulting in some amount of crypto assets being distributed between the owners of processing power who participate in such a process.
6. **"Mining node"** is a hardware computer, cloud computer or rented VPS that has a Fusion mining software installed in order to process transactions on Fusion blockchain and in return earning Fusion tokens for each such transaction processed.
7. **"Pool"** shall mean for the purposes herein the pooling (merger) of resources by users, who put together their Fusion tokens with the help of the "PT" infrastructure in order to be able to mine together.
8. **"Pool wallet address"** is the crypto wallet address determined with alpha-numeric signs. This wallet is dedicated for Pool's mining operations. All the time-locked assets Participants send are stored for the time-lock period in this wallet. Also, all the rewards are stored in this wallet address until the distribution of the rewards takes time.
9. **"Third-party service"** is any platform or network in which crypto assets belong to you or where you are the beneficial owner of crypto assets; and this platform is maintained by a third party outside of the PT infrastructure; including, but not limited to third-party accounts.
10. **"Reward Withdrawal"** for the purposes herein shall mean a transaction of Fusion crypto assets out from a PT mining wallet address, which is technically executed by PT once per month for previous month. in accordance with the User's request. The earned/mined rewards are split within the Participants equally, according to the amount of Fusions they contributed to the mining process and according to time duration of contributed amount during the month. The formula for rewards distribution shall be available to all participants.
11. **"PoolTogether infrastructure"** or **"PT infrastructure"** is all infrastructure used by PoolTogether.io to enable mining processes and presentation of it. PT infrastructure includes (but it is not limited to) PT website www.PoolTogether.io, PT wallet address, PT Telegram channel and PT mining node which could in nature be in form of rented VPS server.

2. POSSIBILITIES AND SERVICES OF PT INFRASTRUCTURE

1. PoolTogether is an individual mining pool that allows you to mine only Fusion crypto assets.
2. **Crypto Assets Mining**
 1. Our infrastructure allows users to connect to PoolTogether.io infrastructure with participation of their time-locked Fusions for the purpose of obtaining more crypto assets, specifically native Fusion tokens. To use PT infrastructure, Participant simply sends time-locked native Fusion tokens to

PoolTogether.io mining wallet address for a minimal time-lock of 60 days which allows to participate in mining operations for 30 days. To obtain more information about the rules and procedures of the mining process, you shall carefully read content available on our PT infrastructure, including this Terms and Conditions on our Website.

2. As far as you are contributing your time-locked Fusions to PT infrastructure with goal to gain more Fusions during the mining process, you understand that Pool (or managers of the Pool) are not able to return your time-locked Fusions back to you as this will be done automatically once the time-locked period is over. In certain cases time-locked Fusions can be returned back once the ticket they were locked in, expired, and if the remaining time-lock period is less than 30 days. However, in such case the Participant agrees that the returned time-locked Fusions may not be the same that he time-locked them but are with same end of time-lock period within the Pool. Participant also agrees that such operation can involve additional costs that he/she must settle to the pool managers.
 3. You can obtain more information about our PT infrastructure on our Telegram chat.
 4. You may also obtain more information about our PT infrastructure and the terms of using it by writing us questions on support@pooltogether.io
 5. **You indemnify and hold pooltogether.io harmless against any claims, demands and damages, whether direct, indirect, consequential or special, 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, originated from or in any way connected with mining crypto assets on our infrastructure.**
3. **Anonymous participating with PoolTogether.io**
1. For participating with your Fusion tokens in Pool's mining activities and therefore to be entitled to a certain share of the mined tokens, Participant does not need to create any account or share any personal data within PT infrastructure. In such way anonymity is ensured but it is up to Participant to keep it so.
 2. PoolTogether.io reserves the right, in its sole discretion, to limit the number of Participants that can send their time-locked Fusion tokens to the Pool with goal to mine additional Fusions, without any detailed explanation.
 3. When you start participating in using our PT infrastructure, the only really needed elements or information we need is:
 - Your wallet address from which you send your Fusion tokens;
 - The amount of Fusion tokens (minimum 150 Fusion tokens) you dedicated to the Pool for mining additional Fusions;
 - The time-lock period (minimum 60 days) of your Fusion tokens you dedicated to the pool for mining additional Fusions.
4. **Withdrawal of Crypto Assets from the PT infrastructure**
1. PT infrastructure has an automated staking process that starts once the Participant sends its time-locked Fusion tokens to the Pools wallet address. Once this is done, the participant will receive the appropriate share of the mined tokens. Tokens mined in a month will be distributed amongst Participants the next month.
 2. The tokens Participant has sent to the Pool with time-lock in order to use PT infrastructure, will be automatically returned to the Participant's wallet after the time-lock expires.
 3. In certain cases managers of PoolTogether.io can manually return the tokens to the Participants if this is possible. The Participant should be aware that in

such case the returned Fusion tokens are not necessarily the same ones as they have send at the beginning. Participant also agrees that such operation can involve additional costs that he/she must settle to the pool managers.

4. Each Participant is responsible for the security of their own assets. Therefore, they should carefully store access data to their wallets and not share it at anytime not within or outside the PT infrastructure.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS

1. If you wish to use our PT infrastructure you further represent and warrant that you:
 1. are at least 18 years old or of other legal age, according to your relevant jurisdiction;
 2. have not previously been suspended or removed from our PT infrastructure;
 3. have full power and authority to enter into this legal relationship and by doing so will not violate any other legal relationships;
 4. use our PT infrastructure with your own wallet and any personal accounts (i.e. on Telegram) for your own benefit and do not act on behalf and/or to the interest of any other person;
 5. will use our PT infrastructure (which includes mining node) at your own risk. PoolTogether.io is not liable for any technical issues you may face while using our PT infrastructure;
 6. will not use our PT infrastructure or will immediately cease using it if any applicable law in your country prohibits or will prohibit you at any time from doing so;
 7. will not use the PT infrastructure or will immediately cease using it if you are a resident or become a resident at any time of a state or region (in accordance with such state or region's definition of residency), where the crypto assets mining and withdrawals you are going to execute are prohibited or require special approval, permit and/or authorization of any kind, which PoolTogether.io has not obtained in this state or region.
2. When accessing or using the PT infrastructure, you further represent, agree and warrant, that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our PT Infrastructure. Without prejudice to the generality of the foregoing, you represent, agree and warrant, that you will not:
 1. Use the PT Infrastructure in any manner that could interfere with, disrupt, negatively affect or inhibit other Participants from using the PT infrastructure with full functionality, or that could damage, disable, overburden or impair the functioning of the PT infrastructure in any manner;
 2. Use the PT infrastructure to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or any other illegal activities;
 3. Use any robot, spider, crawler, AI, scraper or other automated means or interface not provided by Us to access the PT I+infrastructure or to extract data;
 4. Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the services of our Website or any of your rights to access and use services as granted specifically by the Terms;
 5. Use or attempt to use another user wallet or Fusion tokens without authorization;
 6. Remove any copyright or other proprietary notices from our Website;
 7. Attempt to circumvent any content filtering techniques We employ, or attempt to access any service or area of our PT infrastructure that you are not authorized to access;
 8. Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's property;

9. Provide false, inaccurate, or misleading information;
 10. Encourage or induce any third party to engage in any of the activities prohibited under this Section.
3. **You indemnify and hold pooltogether.io harmless against any claims, demands and damages, whether direct, indirect, consequential or special, 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, originated from or in any way connected with invalidity or breach of any of the warranties, representations and covenants of this section and the entire terms.**

4. ELECTRONIC NOTICES

1. **Consent to Electronic Delivery.** You agree and consent to electronically receive all Communications that PoolTogether.io may be willing to communicate to you in connection with your participation in mining and/or using PT infrastructure. You agree that PoolTogether.io may provide these Communications to you by posting them on the PT infrastructure. "**Communications**" shall mean herein all and any communication, agreement, document, receipt, notice and disclosure, which may be from time to time addressed to the User.
2. **Withdrawal of Consent.** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to e-mail support@pooltogether.io. If this is a case you waive your right to plead ignorance. If you decline or withdraw consent to receive electronic Communications, PoolTogether.io may suspend or terminate your use of the PT infrastructure.
3. **Subscription to Newsletter.** By subscribing on our Newsletter (i.e. on our website) you agree and consent to receive any Newsletters that PoolTogether.io may be willing to communicate to you, and agree, that you could be included into our mailing database. You have the right to withdraw your subscription at any time. "**Newsletter**" shall mean herein advertising, marketing, informational and any other type of e-mailing or other distribution, which may be from time to time addressed to a User by PoolTogether.io. Subscriber may expect to receive at least one newsletter a month, but there is no limitation to receive more if PoolTogether.io management evaluates that it brings any additional value for the PoolTogether.io in doing so.
4. **Withdrawal of Subscription Consent.** Without prejudice to cl. 3., you may withdraw your consent on receiving electronic Newsletters by sending a withdrawal notice to support or by pressing a special button ("an unsubscribe button").

5. RISK DISCLOSURE

1. Due to our internal policies, We only provide services to users with sufficient experience, knowledge and understanding of the working principles of our PT infrastructure, and those who fully understand the associated risks. You acknowledge and agree that you shall access and use the Platform at your own risk. You acknowledge and agree to the possibility of the risks, indicated in this clause of the Terms.
2. **Risk of hacking and security weaknesses.** Hackers or other malicious groups or organizations or AI may attempt to interfere with the PT infrastructure in a variety of ways, including, but not limited to, malware attacks, DoS attacks, Sybil attacks, smurfing, and spoofing and any other types of malicious activity.
3. **Risks associated with legal regulation.** Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Website and PT infrastructure could be impacted by one or more regulatory inquiries or actions, including the licensing of or restrictions on the use, sale, distribution or possession of crypto assets.

4. **Risks Associated with an Internet-based PT infrastructure.** You acknowledge that there are risks associated with utilizing an Internet-based PT infrastructure including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that PoolTogether.io shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the PT infrastructure, howsoever caused.
5. **Risks Associated with the Blockchain Protocol.** The PT infrastructure is based on the Blockchain protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the Blockchain protocol may cause the PT infrastructure to malfunction or function in an unexpected or unintended manner.
6. **No Control Over Your Own Actions. You agree to indemnify and hold pooltogether.io harmless against any claims, demands and damages, whether direct, indirect, consequential or special, 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, originated from or in any way connected with your use of our pt infrastructure, including, but not limited to those arising from your personal error and misbehavior such as forgotten passwords, incorrectly constructed time-locks, loss of your accesses to your wallet etc.**
7. **Unanticipated risks.** Crypto assets and Platforms are a new and untested technology. In addition to the risks included in this clause of the Terms, there are other risks associated with your use of the PT infrastructure including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this clause to the Terms.

6. CRYPTO ASSETS PROTECTION

1. We strive to protect your crypto assets from unauthorized access, use, or spending. By mining crypto assets on our PT infrastructure, you entrust and entitle PoolTogether.io to ultimately make decisions on the safety and security of your time-locked crypto assets.
2. User is aware that the most important element of their assets protection is the time-locked function of their Fusion tokens that, by the statements of Fusion foundation, guarantee that after the time-lock period expires the assets return to the rightful owner that controls the wallet from which the Fusion tokens were time-locked.
3. We reserve the right to take different measures of protection, which include, but are not limited to a diversification of wallets that are being used for crypto assets in different allocations whether on a segregate record (account) or not.
4. Nothing herein shall be deemed or construed as a willingness to a seizure of your crypto assets. The main purpose of this section is to notify you about different measures of protection, that We use to keep your crypto assets safe.

7. POOLTOGETHER FEES

1. **Amount of Fees.** You agree that prior to distributing the monthly rewards, PoolTogether.io management deducts the managing fee in amount of 12,5% of the mined rewards for using PT infrastructure. We may change the amount of fees from time to time. Changes to the Fees are effective as of the effective date indicated in the posting of the revised "Staking" page of the Website or within the T&C file on the Website, and will apply prospectively to any Withdrawals or rewards distribution that take place following the effective date of such revised Fees.
2. **Payment of Fees.** You authorize Us to deduct the agreed amount of fees from your rewards prior to distributing the remaining amount of rewards that you are entitled to to your wallet address.
3. **Additional Fees.** We may charge you additional fees before distributing rewards or returning the assets after time-locked period ends to cover **gas (transaction) fees** for

distributed or returned amounts, required by the respective block-chain network. We may also charge you additional fees before returning the time-locked amount you have staked with PT if we are returning you the time-locked assets before time-lock expires. This costs may include "the assessment of damage" or "opportunity loss" as the mining node might be stopped prior to such operations and may be running for some time without actual mining as the tickets will be forced not to be auto-bought after they expire. This may represent a damage for other Participants too and therefore the Participant that is withdrawing the assets before time-lock expires, shall cover their costs or any claims also.

8. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise indicated by Us, PoolTogether.io IP is the proprietary property of PoolTogether.io or our licensors or suppliers and is protected by international copyright laws and other intellectual property rights laws.
2. "**PoolTogether.io IP**" shall mean all and any copyright and other intellectual property rights in all content and other materials contained on the PT Infrastructure, including, without limitation, the PoolTogether name, trademark, PoolTogether logo, to the application, which the user can download from the Website, and all designs, text, graphics, pictures, information, data, software, technologies, know-hows, sound and video files, other files and the selection and arrangement thereof.
3. We hereby grant you a limited, nonexclusive and non-sublicensable license to access and use the PoolTogether.io IP for your personal use solely for the purposes of regular use of the PT Infrastructure.
4. Such license is subject to these Terms and does not permit:
 1. any resale of the PoolTogether.io IP;
 2. the distribution, public performance or public display of any PoolTogether.io IP;
 3. modifying, adapting or otherwise making any derivative uses of the PoolTogether.io IP, or any portion thereof; or
 4. any use of the PoolTogether.io IP other than for the intended purposes.
5. The license granted under this clause will automatically terminate if We suspend or terminate your access to the PT Infrastructure.

9. THIRD-PARTY CONTENT

1. While using our PT Infrastructure, you may view Third-Party Content. We do not control, endorse or adopt (unless otherwise expressly stated by Us) any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.
2. "**Third-Party Content**" is the content provided by third parties, including without limitation links to web pages of such parties or outsourced API data, which may be represented on the PT infrastructure.
3. **You agree to indemnify and hold pooltogether.io harmless against any claims, demands and damages, whether direct, indirect, consequential or special, 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 from your interaction with third-party content and third-party services.**

10. DISCLAIMER OF WARRANTIES. LIMITATION OF LIABILITIES

1. Users of our pt infrastructure expressly agree that our services and our infrastructure are provided at the users' sole risk and on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose, title and non-infringement as to our services and infrastructure, including the information, content and materials contained therein. without limiting the foregoing, pooltogether.io gives no warranty that the platform will be uninterrupted or error-free.
2. You acknowledge that PoolTogether.io has no responsibility for the safety of the equipment for mining node, which you use within our PT infrastructure. Mining node may be corrupted or temporarily unavailable due to a variety of causes, including but not limited to software failures, protocol changes by third party providers, internet outages, Force Majeure events or other disasters including third party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for participative use of a part of mining node within our PT infrastructure.
3. Except as otherwise required by law, in no event shall pooltogether.io, our directors, managers, officers, members, employees or agents be liable for any direct, indirect, consequential or special 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 our services, or our infrastructure, or the pooltogether.io ip, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from pooltogether.io, 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 pooltogether.io's records, programs or services.
4. We reserve the right, in our sole discretion, to control any action or proceeding (at our expense) to which We are a participant and determine whether We wish to settle it.
5. To the extent allowable by law, we reserve the right to set-off any damages or amounts owed to us by you for your breach of this Terms or other obligations under this Terms against crypto assets in your participated amount or rewards amount.
6. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of pooltogether.io (including our directors, managers, officers, 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 pt infrastructure, services or to these terms exceed the amount of the crypto assets, which you have participated with.
7. PoolTogether.io shall not be liable for:
 1. any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information;
 2. any loss or damage arising from a Force Majeure Event.

11. INDEMNIFICATIONS

1. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless PoolTogether.io, its parent company, affiliates and subsidiaries and each of their respective officers, directors, managers, shareholders, members,

- partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the "**Indemnified Parties**"), from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees (collectively, "**Losses**"), directly or indirectly, resulting from or by reason of (i) your (or your under another person's authority, including, without limitation, to governmental agencies) use, misuse, or inability to use the Website and PT Infrastructure or any of the information and data contained therein; or (ii) your breach of this Terms.
2. To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release the Indemnified Parties, from any and all allegations, counts, charges, debts, causes of action, claims and Losses, relating in any way to the use of, or activities relating to the use of the Website and PT Infrastructure including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with a contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, any financial loss not due to the fault of the Website, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of the Website, unavailability of the Website, its functions and/or services and any other technical failure that may result in inaccessibility to the Website, PT infrastructure or services, or any claim based on vicarious liability for torts committed by Users encountered or transacted with through the Website and PT Infrastructure, including, but not limited to, fraud, computer hacking, AI interference, theft or misuse of personal information and any other types of criminal offences.

12. SUSPENSION AND TERMINATION OF YOUR PARTICIPATION AND STAKED ASSETS

1. In case of your breach of the Terms, or any other event as We may deem necessary, including without limitation a market disruption and/or a Force Majeure event, We may, in our sole discretion and without liability to you, with or without prior notice:
2. suspend your access to all or a portion of our Services; or
3. prevent you from completing any actions via the PT infrastructure, including participating with node mining operations; or
4. terminate your access to the PT infrastructure, delete or deactivate all your related information and files.
5. Notwithstanding to the abovementioned PoolTogether.io reserves the right to apply to a User any of the measures indicated in cl. 11.1 of the Agreement, if:
 1. we believe, in our sole and absolute discretion, that you have breached any material term of this Terms or the document(s) it incorporates by reference;
 2. we are unable to verify or authenticate any information you provide to us;
 3. we have reasonable suspicion that you are directly or indirectly using our Website or Platform in violation of applicable law or regulation;
 4. we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our users or us;
 5. we are directed as such by a regulatory authority, law enforcement, or a court of competent jurisdiction;
 6. we are otherwise required to do so by applicable law or regulation; or
 7. we decide to cease operations or to otherwise discontinue any services or options provided by the Website, Platform, or parts thereof.
6. In the event of termination, PoolTogether.io will return any crypto assets stored in our pool wallet and not owed to PoolTogether.io, unless PoolTogether.io believes you have committed fraud, negligence or other misconduct.

13. DISPUTE RESOLUTION

1. The User and PoolTogether.io shall strive to settle all disputes and disagreements between them arising from or in connection with this Terms by the complaint procedure.
2. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will receive your complaint if you contact us at support@pooltogether.io.
3. The notice shall be written in English. Within (thirty) 30 business days from our receipt of your complaint we will send you a response. In case we and you fail to reach a mutual agreement, all disputes arising out of connection or in connection with this Terms, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the competent court.
4. Any dispute between the parties will be governed by these Terms and Slovenian law.
5. When the dispute is heard in court, you waive the right to commence against Us a class action or representative action or proceeding or participate in such.

14. MISCELLANEOUS

1. **Entire Agreement.** These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Website, Platform and services.
2. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the withdrawals you complete via the PT infrastructure, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that PoolTogether.io is not responsible for determining whether taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any withdrawals or reward distribution and does not act as your tax agent.
3. **Order of Precedence.** In the event of any conflict between these Terms and any other agreement you may have with PoolTogether.io, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.
4. **Amendments.** We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If We make changes to these Terms, We will provide you with notice of such changes, such as by sending an e-mail, providing notice on the homepage of the Website and/or by posting the amended Terms via the applicable PoolTogether.io websites and/or communication platform such as Telegram and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the PT infrastructure. In all other cases, the amended Terms will become effective for preexisting users upon the earlier of either:
 1. the date the User clicks or presses a button to accept such changes or;
 2. the date the User continues use of the PT infrastructure and Website after PoolTogether.io provides notice of such changes or publishes new version of the Terms on the Website.
5. Any amended Terms will apply prospectively to use of the PT infrastructure after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our PT infrastructure and contact us to terminate your participation.
6. **No Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
7. **Severability.** The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
8. **Feedbacks.** We own exclusive rights, including all intellectual property rights, to Feedback. "Feedback" refers herein to any feedback, suggestion, idea or other information or material regarding PoolTogether.io or our Platform that you provide, whether by email, posting through our services or otherwise. Any Feedback you

submit is non-confidential and shall become the sole property of PoolTogether.io. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including inter alia any copyrights). Do not provide Feedback if you expect to be paid or want to continue to own or claim rights on it; your idea might be great, but We may have already had the same or a similar idea and We do not want disputes. We also have the right to disclose your identity (if possible) to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our PT infrastructure if, in our opinion, your post does not comply with the content standards set out therein.

9. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from PoolTogether.io, including by operation of law or in connection with any change of control. PoolTogether.io may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.
10. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.