

Terms of Use

By visiting Whitechain website <https://whitechain.io/> (“Website”, “Us”, “We”, or “Our”) you agree to unconditionally accept and comply with the Terms of Use stated below (hereinafter - the “Agreement”). You should read the entire Agreement carefully before accessing this Website. If you do not accept this Agreement, you shall refrain from using the Website.

By accessing the Website you agree that you have read, understand and accept this Agreement and all other operating rules, policies, and procedures referenced herein, each of which is published on the Website and each of which may be updated from time to time. You may not access the Website and use the Services (if any) if you do not unconditionally accept this Agreement. If you are accepting it on behalf of an organization, you represent and warrant that you have the authority to do so.

The Agreement takes effect from the date of publication and continues indefinitely unless We terminate it.

Access to the Website

By accessing the Website, the Visitor agrees to comply with the requirements of all laws, regulations, intellectual property rights, or other rights of third parties and not to commit offenses, and to be responsible for his/her behavior when using our Website. Without limiting the foregoing, the Visitor agrees not to:

- use the Website for fraudulent and/or for any other illegal activities/operations;
- use any robots, bots, crawlers, scrapers or other automated tools or interfaces that were not directly provided by Us to access the Website or to extract data;
- try to access any area of the Website, to which the Visitor does not have any access rights;
- change the software used by the Website in any way, take any actions aimed at changing the functionality and operability of the Website, disabling or interfering with the operation of the Website;
- copy and/or disseminate any objects or intellectual property published on the Website; copy or otherwise use parts of the program (code) of the Website, as well as the design of the Website; use data of third parties without their permission;
- develop any third-party applications interacting with the Website without our prior written consent;
- to use the Website in any manner which contradicts these Terms of Use.

The Visitor agrees that in case of a breach of this Agreement, We are entitled to find the judicial remuneration of the suffered damages, losses, or lost profit.

Project

The Visitors of the Website, including the ones that have their WB Soul as defined in the WB Soul Ecosystem Terms <https://whitebit.com/wb-soul/terms>, may be going to create/ already created software, utility, website, business plan, algorithm, structure, guidance, post or any other solution that may be recognized as useful for the WB Ecosystem (hereinafter referred to as “**Project**”).

The Visitor, agreeing to and bearing all the risks stipulated in these Terms, solely may decide to contact us and provide a description of the Visitor’s Project via the following Website section: whitechain.io/grants. The Visitor agrees that no results of the communication are expected and the communication is performed on a voluntary basis.

One Visitor may have only one WB Soul and contact us regarding the Project only once unless otherwise is determined by Us.

Any commercial relations (if any) between Us and the Visitor are not subject to these Terms and subject to a separate written bilateral agreement.

WB Soul

By connecting your WB Soul, you allow us to verify that a certain WB Soul belongs to you. We receive no access to your wallet or permission to act on your behalf. We only receive the public WB Soul information - actual KYC verification status with WhiteBIT. KYC verification status of the WB Soul does not limit our right to perform Due Diligence.

Please be aware that We do not ask, receive, use or store the credentials, details of and/or access to your wallets. Our support team, contact person or representative will NEVER ask you to provide Us with such credentials (for example, wallet password, connected tel.no. and email); you are solely responsible for keeping your wallets and other third-party services details secured and non-disclosed.

Intellectual Property Rights

We are the sole owner (except to the extent owned by third-party licensors) of all rights, titles, and interests in and to the Website and each component thereof, trademarks, all custom modifications, products, deliverables, or other materials created by or on Our behalf of, and all intellectual property rights with respect thereto.

The Visitor shall not obtain any rights in or to the intellectual property rights, except for directly licensed to the Visitor in a separate license contract.

Prohibited Uses

The Visitor must not be a resident, citizen or agent of, or incorporated in, and do not have a registered office in Afghanistan, Algeria, Angola, Bangladesh, Belarus, Bolivia, Brunei, Burundi, China, Colombia, Congo, Democratic Republic of the Congo, Egypt, Federal Republic of Ambazonia, Ghana, Honduras, India, Iran, Iraq, Jordan, Kosovo, Kuwait, Lebanon, Libya, Malawi, Morocco, Myanmar (Burma), Namibia, Nepal, Nicaragua, Niger, North Korea, North

Macedonia, Palestine, Pakistan, Puerto Rico, Russia, Rwanda, Samoa, Saudi Arabia, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Temporarily occupied territories of Georgia, Temporarily occupied territories of Ukraine, Territory of Guam, The Northern Mariana Islands, Transnistria, Trinidad and Tobago, Tunisia, Turkish Republic of Northern Cyprus, USA, U.S. Virgin Islands, Venezuela, Vietnam, Western Sahara, Yemen, Zimbabwe, or any other country or region that is the subject of comprehensive country-wide or region-wide economic sanctions by the United States and the European Union (collectively, “**Restricted Territories**”).

You are not the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties, including, but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and other sanctions lists and watchlists (collectively, “**Sanctioned Person**”).

You do not intend to transact with any Restricted Territories or Sanctioned Persons.

Freedom of Action

The Visitor bears no obligation to provide any information to Us via the email or Website form. We bear no responsibility to process any information provided to Us via email or Website from unless the other is required by the governing legislation, for example, handling complaints.

The Visitor is not Our employee, customer, consultant, client, agent and vice versa.

Projects Ownership

We do not own any of the Projects, as well as Our employees, representatives, or agents, or their relatives (up to the second degree of kinship), are ineligible to be a Visitor and contact Us regarding their Project.

The Visitor is solely responsible for the creation of the Project, copyright infringements, patent infringements, or other violations of third-party rights. Also, We bear no intellectual, ownership, interest, royalty, or other rights in the Project.

Project Expenses

The Visitor is solely responsible for any losses or expenses incurred while developing the Project or any connected expenses.

The Organizer is not liable for any losses or damage arising out of any existence, functionality, or other activity of the Project. The Organizer in any case will not compensate for such losses to third parties or Participant.

No Expected Profit

Information published on the Website is not a contract, an undertaking, a warranty, a public offer, these Terms are not a public promise of reward. The Website is for informational purposes only and does not utilize any services for Visitors.

You agree that the Website shall not serve as the primary basis for any decision to enter into any contract, agreement, deal, or transaction or to use third-party services. We shall not be, or be deemed, your financial and investment advisor or fiduciary. As well, creating the Project, the Visitor does not rely on the Website or expect to receive from Us any prize, grant, remuneration, income or other profit.

Third-Party Content and Links

The Website may contain links to third-party(ies) websites and direct the Visitors to other websites. Such websites are not under Our control; furthermore, the publication of links does not mean that We approve such websites. We do not provide any warranties or representations and bear no responsibility with regard to the accuracy, content, terms of use, privacy policy, legality, reliability, perception, relevance, compliance with moral standards, and other aspects related to such websites.

External websites have separate and independent terms and conditions of use and related policies. We ask the Visitors to familiarize themselves with the rules, policies, terms and conditions of each website they visit. The Visitors must take precautions to make sure that everything he/she chooses to use is free from viruses, worms, Trojan horses, and other malware.

Accuracy of Materials

The materials available on the Website may include any type of errors. We do not warrant that any of the materials on the Website, or any third parties links on the Website, are accurate, complete or current and we do not make any commitment to update the material available on the Website. We bear no responsibility and provide no indemnification for the contracts, deeds, agreements, or other relationships grounded on the information published on the Website.

No Advice

We are not authorized and do not give any financial, tax, legal, or investment advice. Any price information, quotes, forecasts, return estimates, or indications of past performance are for information purposes only and do not guarantee future performance and do not constitute an offer to buy or sell or any solicitation of an offer to buy or sell any digital asset, cryptocurrency, pair or other assets, nor to enter into any transaction with digital assets, cryptocurrency or to use investment services.

The Visitor agrees that the Website shall not serve as the primary basis for any decision to enter into any contract, agreement, deal, or transaction or to use third parties services, and We shall not be, or be deemed to be, the Visitor's financial advisor or fiduciary.

The Visitor hereby acknowledges that any reliance upon any data and content of the Website shall be at the Visitor's sole and exclusive risk.

Disclaimer

To the maximum extent permitted under the applicable Law, the Website is provided on an “as is” and “as available” basis. We expressly disclaim, and the Visitor waives Website fitness for a particular purpose or non-infringement, any and all other warranties of any kind. Without limiting the foregoing, We do not represent or warrant that the Website or materials are accurate, complete, reliable, up-to-date, error-free, or free of viruses or other harmful components.

To the maximum extent permitted by the applicable Law, in no event will Our affiliates, Our and Our affiliates' shareholders, owners, members, directors, officers, employees, attorneys, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other benefits) arising out of or in connection with the Website, any performance or nonperformance of the Website, or any products or other item provided.

Force Majeure

We are released from liability for late performance or failure to perform Our respective obligations caused by force majeure circumstances, including, but not limited to, fire, epidemics, and other acts of God, strikes, labor unrest, war, or other civil unrest, and laws, regulations, and requirements of state bodies and agencies.

By referring to the force majeure circumstances, We will try immediately, but not later than five (5) running days after such circumstances arise, to notify you of such circumstances, stating the nature of the circumstances, their anticipated duration, and the extent to which such circumstances hindered Our performance hereunder.

We are not responsible for any delays, interruptions, direct or indirect damage or loss, that occurs due to defects in any electronic or mechanical equipment and/or computer programs, or due to other objective technological reasons, as well as due to actions or omissions of Third-Parties, transmission problems of data or connection, power outages that occurred through no Our fault.

Indemnification

We are not liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other losses or damages (including, but not limited to, damages for loss of profits, loss of business, use, data, or other intangible damages), under any contract, tort (including, without limitation, negligence and strict liability) or other legal theory, howsoever caused, arising out of or relating in any way to the Website its contents or any information on the Website, or any errors or omissions therein, even caused by strikes, lockout, acts of God, delays in transport, hacker attacks, Our fault, tort, negligence, or breach.

The Visitor agrees to indemnify and hold harmless Us from and against any losses, damage, claims, litigation, fine, court expenses or other expenses incurred by the Visitor as a result of the Visitor's use of the Website.

Amendment

We reserve the right to amend or modify the Terms without any prior notice. In the event of any such changes, information regarding the modifications will be provided on the Website. With each subsequent visit to the Website, the Visitor shall familiarize himself/herself with a new version of the Terms. Continued visit of the Website, will mean the Visitor's acceptance of the terms and conditions of a new version of the Terms.

If the law of your country of residence does not permit all or any part of the above limitation of liability or exclusion of warranties, the limitations, exclusions, and disclaimers will apply to you only to the extent permitted by law.

Personal data

Like You, we are Internet users and are concerned about privacy during Your access and use of the Website. Please carefully review our [Privacy Policy](#) regarding Our collection, use, storage, sharing, and protection of your information and personal data. Should You have any additional questions about our Privacy Policy, please contact Us via email, support@whitechain.io.

Assignment

We reserve the right to transfer or to assign the rights and obligations to third parties which may be chosen on Our sole behalf without prior notification of the Visitor. If the Website is acquired by or merged with a third party (in whole or in part), the information which We have received from the Visitor under this Agreement may be transferred to the third party as part of such acquisition, merger, sale, transfer or other change of control.

Choice of Law and Forum of Dispute

By visiting the Website, the Visitor agrees that the laws of England and Wales, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise.

Any dispute relating in any way to the Visitor's visit to the Website shall be submitted to confidential arbitration in London, except that, to the extent you have in any manner violated or threatened to violate Our intellectual property rights, We may seek injunctive or other appropriate relief in any competent court of London, and you consent to exclusive jurisdiction and venue in such courts. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

We may update this Agreement from time to time. Thus, the Visitor should review this page periodically for any changes. We will notify the Visitor of any changes by posting the new Terms of Use on this page. These changes are effective immediately after they are posted.

In the event that one or more provisions of the Agreement are for any reason invalid, or unenforceable, such invalidity does not affect the validity of any other provisions, which remain in force.

Communication

Contact between the Visitor and Us is made on a free basis, whereby neither party indemnifies the other party for expenses related to the sending and processing of the information. Any of such communication is deemed as B2B relations and is not subject to customer protection, labor or any other legislation defending the rights of the individual.

Any information received from the Visitors is subject to our [Privacy Policy](#).

If you have any questions, feel free to contact Us via email support@whitechain.io.