

AIEVE

TERMS AND CONDITIONS AIEVE

**AIEVE LTD
PUMA WAY
COVENTRY, CV1 2TT**

01/05/2018

These terms and conditions are incorporated into the contract between you and AIEVE (defined below and referred to as “us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

These are the agreed terms that will apply to and regulate the agreement that will exist between us. You remaining on and continuing to use Our Website will constitute acceptance by you of this and the legal status of the relationship between us.

1. Definitions

“**AIEVE**” means AIEVE Ltd, a company registered in England and Wales under company number 11125428 and having its registered office at Coventry University Technopark, Puma Way, Coventry CV1 2TT.

“**Content**” means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations.

“**Intellectual Property**” means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

“**AIEVE Membership**” means membership service we provide as set out on Our Website and in this contract.

“**Our Website**” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.

“**PCL**” means the ERC-20 token issued by Peculium on the Ethereum network and used to pay for AIEVE Membership and additional services.

“**Services**” means all of the services available from Our Website, whether free or charged.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.5. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.6. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1. We do not offer AIEVE Membership in all countries. We may refuse membership if you live in a country we do not serve.
- 3.2. In entering into this contract you acknowledge that you have not relied on any representation or information (whether verbal or in writing) from any source except the explanation of membership services given on Our Website.
- 3.3. Subject to these terms and conditions, we agree to provide to you some or all of the Membership Services described on Our Website at the prices we charge from time to time.

- 3.4. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such Service, the relevant terms will become part of and incorporated into this agreement.
- 3.5. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement, with particular reference to paragraph 9.2.
- 3.6. Our contract with you and licence to you last for the duration of your Membership, maximum one year. Any continuation by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website. Your continued use of our Services after that shall be deemed acceptance by you of the changed service, system and/or terms and that a new contract has come into being.
- 3.7. The contract between us comes into existence only when you receive written notice from us to confirm that we agree to allow you to join AIEVE as a member. Your payment does not create a contract. If we decline to offer AIEVE Membership to you, we shall return your money to you and pending your receipt from us of written confirmation that AIEVE Membership has been granted, any communication from you to us (including payment) shall be an offer to us which we may accept or decline at our sole discretion..
- 3.8. If we give you a free of charge access to a service or feature on Our Website which is normally a charged feature, and that service or feature is usually subject to additional contractual terms, you agree (and your continuing to use the service will involve acceptance by you of this) that you will abide by those terms.
- 3.9. We may change this agreement and / or the way we provide memberships, at any time. If we do:
- 3.9.1 the change will take effect when we post it on Our Website.
- 3.9.2 you agree to be bound by any changes. If you do not agree to be bound by them, you should not use Our Website or AIEVE Membership and notify us forthwith that you are terminating this agreement pursuant to paragraph 11. Failure to do so or your continuing to use Our Website will involve your acceptance of any such revised agreement and changes..

4. AIEVE Membership

- 4.1. Purchase of AIEVE Membership entitles you to :
 - have access to AIEVE forecasting data as set out in Our Website
 - have access on AIEVE's example of portfolio as set out in Our Website
 - have access to you balance (credit in PCL) as set out in Our Website
 - access to your data as set out in Our Website
- 4.2. Details of the cost and benefits of AIEVE Membership are as set out on Our Website from time to time.
- 4.3. You may not transfer your AIEVE Membership to any other person.
- 4.4. We reserve the right to modify the AIEVE Membership rules or system and to change the terms and conditions of this agreement at any time, subject to publishing the revised rules from time to time in force on Our Website. Your continued use of the AIEVE Membership after such modifications shall be deemed an acceptance by you that you will be bound by the terms of the modified agreement. The terms that apply to you are those posted here on Our Website on the day you join as a member. It may be useful to print a copy now, subject to these being updated/modified in due course.

5. Your account and personal information

- 5.1. When you visit Our Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 5.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 5.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your Membership and, in any event, you agree to indemnify

us against any liability that might otherwise arise and in any event this is without prejudice to the provisions of paragraphs 14 & 15.

6. Prices

- 6.1. The price payable for AIEVE Membership is clearly set out on Our Website. All payment has to be done on PCL (Peculium) utility token to AIEVE's ERC20 wallet as set out in Our Website.
- 6.2. The price charged for any Service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 6.3. Prices are inclusive of any applicable value added tax or other sales tax.
- 6.4. When you subscribe for AIEVE Membership, that payment may not cover other Services, for which we will ask you to pay either in addition to your Membership fee or by a single payment.
- 6.5. Gas charges by the ethereum blockchain on payments to us will be borne by the sender.
- 6.6. You will pay all sums due to us under this agreement by the means specified without any set-off, deduction or counterclaim.
- 6.7. All PCL paid by you to us is non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of PCL paid for any Service.

7. Renewal payments

- 7.1 We will automatically renew your AIEVE Membership every week unless you have cancelled your membership or your account funds are insufficient to do so.
- 7.2 If your balance is insufficient to renew your membership we will send an email to your last known email address to inform you of this.
- 7.3 At any time during your Membership, you may use the profile information tab on Our Website to access your personal information and change your requirements for services.

- 7.4 Every subscription started is due, any cancellation of the Membership will only affect the next Membership period.
- 7.5 Termination of this agreement by you or us at any time for any reason will not entitle you to a refund of PCL paid (only the PCL left in your credit).

8. How we handle your data

- 8.1 Our privacy policy is strong and precise. It complies fully with current UK law incorporating the General Data Protection Regulation (GDPR).
- 8.2 Please notify us of any security breach or unauthorised use of your account.

9. Security of Our Website

- 9.1 You agree that you will not, and will not allow any other person to:
 - 9.1.1 violate or attempt to violate any aspect of the security of Our Website;
 - 9.1.2 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.
 - 9.1.3 link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
 - 9.1.4 download any part of Our Website, without our express written consent;
 - 9.1.5 collect or use any product listings, descriptions, or prices;
 - 9.1.6 collect or use any information obtained from or about Our Website or the content except as permitted by this agreement;
 - 9.1.7 share with a third party any login credentials to Our Website;
- 9.2 Despite the above terms, we now grant a non-exclusive, revocable licence to you to:
 - 9.2.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive or unlawful manner. You may not use any logo or

other proprietary graphic or trademark of ours as part of the link without our express written consent.

You acknowledge that any breach by you of the provisions of this agreement but with particular reference to this paragraph will be a breach entitling immediate termination of the agreement by us pursuant on paragraph 11 and without prejudice to any other rights and remedies available to us

10. Storage of data

- 10.1. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 10.2. You accept that we will not be liable to you for any such deletion or failure to deliver to you.
- 10.3. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

11. Duration and termination

- 11.1. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement by deleting your account on Our Website. We reserve the right to check the validity of any request in writing to terminate membership.
- 11.2. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by email.
- 11.3. Termination by either party shall have the following effects:
 - 11.3.1 your right to use your AIEVE Membership immediately ceases;
 - 11.3.2 we are under no obligation to forward any unread or unsent messages to you or any third party.
- 11.4. In the event of such termination by us, we will within fourteen days refund to you the balance of your subscription outstanding for any Service, pro rata with time not elapsed;
- 11.5. There shall be no reimbursement or credit if AIEVE Membership is terminated due to your breach of the terms of this agreement.
- 11.6. We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

12. Interruption to Services

- 12.1. If it is necessary for us to interrupt our Services (unless this happens for reasons out of our control) we will give you reasonable notice where this is possible taking account of the anticipated down time .

- 12.2. You acknowledge that our Services may also be interrupted for many reasons beyond our control.
- 12.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our Services pursuant to this paragraph 12.

13. Intellectual Property

You agree that at all times you will:

- 13.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.
- 13.2. notify us in writing immediately of any suspected infringement of the Intellectual Property;
- 13.3. so far as concerns software provided or made accessible by us to you, you will not:
 - 13.3.1 copy, or make any change to any part of its code;
 - 13.3.2 use it in any way not anticipated by this agreement;
 - 13.3.3 give access to it to any other person than you, the licensee in this agreement;
 - 13.3.4 in any way provide any information about it to any other person or generally.

And any licence to use software will immediately cease and terminate on termination of this agreement at any time for whatever reason

14. Disclaimers and limitation of liability

- 14.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 14.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warranty or term cannot lawfully be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to

release that specific condition, warranty or term.

- 14.3. Our Website and AIEVE Membership services are provided “as is”. Whilst we will endeavour to ensure that the provision of the Services is uninterrupted and seamless (save for any interruption where the provisions of paragraph 12 shall apply, we make no representation or warranty that any service will be:
 - 14.3.1 useful to you;
 - 14.3.2 of satisfactory quality;
 - 14.3.3 fit for a particular purpose;
 - 14.3.4 available or accessible, without interruption, or without error.

- 14.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.

- 14.5. We make no representation or warranty and accept no responsibility in law for:
 - 14.5.1 accuracy of any content or the impression or effect it gives;
 - 14.5.2 delivery of content, material or any message;
 - 14.5.3 privacy of any transmission;
 - 14.5.4 the conduct, whether online or offline, of any user of Our Website or our services;
 - 14.5.5 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of our services.
 - 14.5.6 loss or damage resulting from your attendance at an event organised through Our Website or our Services;
 - 14.5.7 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
 - 14.5.8 any aspect or characteristic of any goods or services advertised on Our Website.

- 14.6. you agree that, save as provided, we accept no liability to you, and the Service provided is not the giving of advice but data points. The use by you of our Service is at your own risks only and no responsibility for this is accepted by us.

- 14.7. We shall not be liable to you for any loss or expense which is:
 - 14.7.1 indirect or consequential loss; or
 - 14.7.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

- 14.8. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 /

Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to ourselves.

- 14.9. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
- 14.10. Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

15. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 15.1. your failure to comply with the law of any country.
- 15.2. your breach of this agreement.
- 15.3. any act, neglect or default by any agent, employee, licensee or customer of yours.
- 15.4. a contractual claim arising from your use of our services.
- 15.5. a breach by you or anyone under your control or direction of the intellectual property rights of any person.
- 15.6. For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100.00 per hour without further proof.

16. Miscellaneous matters

- 16.1. You undertake to provide to us your current email as often as it is changed together with all information that we may require to enable us to fulfil our obligations under this contract.

- 16.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.3. If you are in breach of any term of this agreement, we may (without prejudice to any other rights or remedies available to us):
- 16.3.1 terminate your account and refuse access to Our Website;
 - 16.3.2 issue a claim in any court.
- 16.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.6. You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.
- 16.7. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.
It shall be deemed to have been delivered:
- if delivered by hand: on the day of delivery;
 - if sent by post to the correct address: within 72 hours of posting;
 - if sent by e-mail to the address from which the receiving party has last sent email: within 24 hours if no notice of non-receipt has been received by the sender.
- 16.8. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 16.9. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise
- 16.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in England.