

Terms and conditions (www.whyral.network)

User Agreement

The following are terms of a legal agreement (hereinafter referred to as the «Agreement») between you, individually and/or as an agent on behalf of an entity or another registered user (hereinafter referred to as the «user» or «you») and WRL Pte. Ltd., a company registered in accordance with the Law of the Republic of Singapore (hereinafter referred to as the «website» «whyral.network» or «whyral» or «we» or «us» or «our»), separately referred to as «Party», and jointly – «the Parties» that set forth the terms and conditions for utilizing this website at <https://whyral.network>, including any subdomain thereof (hereinafter referred to as the «Site»). This Site is being provided to the User according to the Agreement.

General Terms

By accessing and using the whyral.network website (our or this “Website”), you agree to the following terms of use as they may be modified, changed, supplemented or updated from time to time (collectively, these “terms”), as well as all applicable laws and regulations. Please read the following terms and conditions carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference. If you are using our Website on behalf of your organization, that organization accepts these terms.

These terms may be altered, changed, supplemented or refreshed by whyral.network in its sole discretion at any time without advance notice. We recommend that you visit this page regularly to keep up to date with any changes. Your continued use of this Website will affirm your acceptance of these terms as altered, changed, supplemented or refreshed by us. In the event that you don't consent to such updated terms you should quit utilizing this Website and any data, connections or substance contained on this Website.

Use of whyral.network

The purpose of our Website is to furnish you with some general information about the platform being developed by whyral.io. You must not breach any of the following terms or our Acceptable Use Policy set out underneath.

PRIVACY POLICY

Every member's registration data and various other personal information are strictly secured by Whyral Privacy Policy. As a member, you herein consent to the accumulation and utilization of the information provided, including the transfer of information within Singapore and/or other countries for storage, processing or use by Whyral and/or our subsidiaries and affiliates.

Third Party Content

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third- Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your utilization of or collaborations with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

User Content

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your "User Content"), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that

- (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms;
- (ii) your User Content will not violate any agreements or confidentiality obligations; and

- (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the whyral Parties (as defined below) or another party due to someone else using your User Content or account. You may not utilize anyone else's User Content or account at any time without the consent of such person or entity.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant whyral, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us support@whyral.network, so that we can communicate with you effectively and provide accurate and up to date information to you. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason. Any User Content submitted by you on this Website may be accessed by us globally.

Use of Feedback

If you decide to submit questions, remarks, recommendations, thoughts, unique or innovative materials or other data to us (collectively, "Feedback"), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback. The purpose of these terms is to avoid potential misunderstandings or disputes if our products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. In the event that you choose to send us Feedback, you acknowledge and comprehend that the whyral make no assurances that your Feedback will be treated as confidential or proprietary.

Aggregate Information

We may accumulate information and statistics collectively about all visitors to whyral.networkWebsite which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to constantly enhance our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

Intellectual Property

Whyral and its licensors retain all right, title and interest in and to this website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. Whyral reserves all rights not expressly granted.

Any unauthorised reproduction is prohibited.

You may only access, use and print the information and material on this Website for non- commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialise, publish or create derivative works from any part of the content, format or design of this Website.

If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Whyral or any third party, whether by estoppel, implication or otherwise.

Acceptable Use Policy

You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

- (a) publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libellous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- (b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- (c) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- (d) violate any applicable laws or regulations;
- (e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;
- (f) create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a Whyral representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- (g) mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- (h) disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);
- (i) violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
- (j) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- (k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material;
- (l) access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;
- (m) obtain unauthorised access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- (n) attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

- (o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;
- (p) harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- (q) use any part of this Website other than for its intended purpose; or
- (r) use this Website to engage in or promote any activity that violates these terms.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Whyral Parties") from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that emerge from or relate.

TERMINATION

As a member of Whyral, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to support@whyral.network

As a member, you agree that Whyral may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our Terms and Conditions or any other incorporated agreement, regulation and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities; and/or
- g) the nonpayment of any associated fees that may be owed by you in connection with your account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of



our Services. The termination of your account shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered by Whyral;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof;
- c) the barring of any further use of all or part of our Services.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Whyral shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

LINKS

Either Whyral or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Whyral shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

DISCLAIMER OF WARRANTIES

Neither the Company, nor any of its affiliates, providers or their respective officers, directors, employees, agents, independent contractors or licensors (jointly - the «Affiliates») guarantees the accuracy, adequacy, timeliness, reliability, completeness or usefulness of any of the Content and the Affiliates disclaim liability for errors or omissions in the Content. This Site and all of the Content is provided «as is» and «as available» without any warranty, either express or implied, including the implied warranties of

merchantability, suitability for specific purposes in cases where it is impeded by legal regulation in the User's jurisdiction or force majeure circumstances.

Additionally, there are no warranties as to the results of the User's application of the Content. The Affiliates do not warrant that the Site is free of viruses or other harmful components, but take all possible measures to prevent their occurrence. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

The Affiliates may make changes in the Content and the Site at any time without prior notice to the User and without any liability to the User. Any dated information is published as of its declared date only, and the Affiliates do not undertake any obligation or responsibility to update or amend any such information. The Affiliates reserve the right to terminate any or all the Site offerings or transmissions without prior notice to the User. This Site could contain technical inaccuracies or typographical errors. Use of this Site is at the User's own risk.

LIMITATION OF LIABILITY

By purchasing Whyral products and services the User confirms that the User is aware of all the risks associated with cryptocurrency market, its legal regulation in various jurisdictions and understands that the Company is not responsible for the cost of the cryptocurrency the User is dealing with while using Whyral products and services. Under no circumstances the Affiliates will be liable for any damages including general, special, direct, indirect, incidental, consequential, punitive or any other damages (including, without limitation, lost profits or business interruption) of any kind whether in an action in contract or negligence arising or relating in any way to the use or inability to use by any party of the content, the Site or any third-party site to which this Site is linked, 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 the Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses. The Affiliates are not liable for any defamatory, offensive or illegal conduct of the User. The User's sole remedy for dissatisfaction with this Site is to stop using the Site. If the User uses materials from this Site results in the need for servicing, repair or correction of equipment or data, the User assumes any costs thereof. If the foregoing limitation is found to be invalid, the User agrees that the Affiliates' total liability for all damages, losses, or causes of action of any kind or nature shall be limited to the greatest extent permitted by applicable law.

APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement will be governed, construed and interpreted under the laws of the Republic of Singapore. The Parties do not intend that this Agreement will be enforceable by any person who is not a party to this Agreement.

Any claims or disputes of the User related to Whyral products and services should be resolved between the Parties.

Except as may have been otherwise provided herein, any controversy, claim or dispute arising out of, or in connection with, this Agreement that cannot be settled amicably by conciliation between the Parties within ninety (90) days of initiating such process of conciliation shall be exclusively referred to and resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force.

The seat of the arbitration shall be Singapore and the language of the arbitration will be English.

Force majeure

None of the Parties will be held liable for any failure or delay in performing its obligations under this Agreement where such failure or delay can be attributed to force majeure events which are outside the control of that Party.

Force majeure events shall include, but are not limited to fires, floods, natural disasters, an outbreak or escalation of hostilities, war, riots or civil disorders, acts of terrorism, internet failures, failures of telecommunications or electrical power lines, labour disputes, acts or omissions or government authorities prohibiting a Party from performing its obligations under this Agreement, or orders of domestic or foreign courts or tribunals, government sanctions, or legislative changes.

In the occurrence of a force majeure event, the non-performing Party will be excused from any performance of the obligations affected by the event only for as long as the force majeure event continues. The non-performing Party shall use commercially reasonable efforts to mitigate the impact of the force majeure event and to resume performance.



Company details

If the User has any questions related to this Agreement, the Whyral products and services or Whyral ICO, feel free to contact us in our Telegram chat, or via email: support@whyral.network