



Terms Of Service

Date of Last Revision: **August 18, 2020**

Welcome to Gather.Network!

Gather.Network, LTD ("**Gather.Network**," "**we**," "**us**," "**our**") provides its services (described below) to you through its website located at www.Gather.Network (the "**Site**") and through its platform and web-mining applications and related

services (collectively, such services, including any new features and applications, and the Site, the "**Service(s)**"), subject to the following Terms of Service (as amended from time to time, the "**Terms of Service**"). Except for terms under Sections "Commercial Use", "Service Content, Software and Trademarks", and "User Content Transmitted through the Service", we reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately.

Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Data Use and Privacy Policy.

All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description

The Service is designed to make it so that Gather.Network clients can monetize their websites by using site visitor's extra computing power to mine cryptocurrency (with the client permission).

Your Registration Obligations

You may be required to register with Gather.Network in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form.

Registration data and certain other information about you are governed by our Data Use and Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

Member Account, Password and Security

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Gather.Network of any unauthorized use of your password or account or any other breach of security, and





(b) ensure that you exit from your account at the end of each session when accessing the Service. Gather.Network will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service

Gather.Network reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Gather.Network will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage

You acknowledge that Gather.Network may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Gather.Network's servers on your behalf. You agree that Gather.Network has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Gather.Network reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Gather.Network reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services

The Service includes certain services that are available or affect users and/or visitors via a mobile device (collectively, the "**Mobile Services**"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

Conditions of Use

User Conduct

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("**content**") that you upload, post, publish or display (hereinafter, "**upload**") or email or otherwise use on your site that uses the Gather.Network Service. Furthermore, you are solely responsible to ensure that your site visitors are apprised of the Gather.Network web-mining service that is taking place on your site. Gather.Network has built-in notifications and you agree not to disable those. You agree to not use the Service to:

1. Mine cryptocurrency on the computer of another person or entity without their permission;
2. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
3. Violate any applicable local, state, national or international law, or any regulations having the force of law;
4. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity (i.e. to trick one who would visit another site into visiting your site to use them to mine cryptocurrency); or





5. Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Fees

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Gather.Network information regarding your credit card or other payment instrument. You represent and warrant to Gather.Network that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Gather.Network the amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. You hereby authorize Gather.Network to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Gather.Network know within sixty (60) days after the date that Gather.Network charges you. We reserve the right to change Gather.Network's prices. If Gather.Network does change prices, Gather.Network will provide notice of the change on the Site or in email to you, at Gather.Network's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Gather.Network's net income.

Special Notice for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use

Unless otherwise expressly authorized herein or in the Service, you agree not to incorporate the technology or software of the Service into your commercial products or services as a service offering from you or any third party to create, manage, run and find groups.

Intellectual Property Rights

Service Content, Software and Trademarks

You acknowledge and agree that the Service may contain content or features ("**Service Content**") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Gather.Network, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to User Content (as defined below) that you and other users legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Gather.Network from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by





www.Gather.Network



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masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Gather.Network, our affiliates and our partners (the “**Software**”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Gather.Network.

The Gather.Network name and logos are trademarks and service marks of Gather.Network (collectively the “**Gather.Network Trademarks**”). Other Gather.Network, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Gather.Network. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Gather.Network Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Gather.Network Trademarks will inure to our exclusive benefit.

Third-Party Material

Under no circumstances will Gather.Network be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Gather.Network does not pre-screen content, but that Gather.Network and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Gather.Network and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Gather.Network, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Copyright Complaints

Gather.Network respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Gather.Network of your infringement claim in accordance with the procedure set forth below. Gather.Network will process and investigate notices of alleged infringement and will take appropriate actions under the Berne Convention for the Protection of Literary and Artistic Works (“**Berne Convention**”) and other applicable intellectual property laws with respect to any alleged or actual infringement.

A notification of claimed copyright infringement should be emailed to Gather.Network’s Copyright Agent at **copyrightagent@Gather.Network** (Subject line: “Berne Convention Takedown Request”). You may also contact us by mail at:

Gath3r, LTD of P.O. Box 418 Road Town, Tortola, VG 1110 British Virgin Islands

- To be effective, the notification must be in writing and contain the following information:
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;





- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the British Virgin Islands and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Gather.Network will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy

In accordance with the Berne Convention and other applicable law, Gather.Network has adopted a policy of terminating, in appropriate circumstances and at Gather.Network's sole discretion, users who are deemed to be repeat infringers. Gather.Network may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Gather.Network has no control over such sites and resources and Gather.Network is not responsible





for and does not endorse such sites and resources. You further acknowledge and agree that Gather.Network will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Gather.Network is not liable for any loss or claim that you may have against any such third party.

Social Networking Services

You may enable or log in to the Service via various online third-party services, such as social media and social networking services like Facebook or Twitter ("**Social Networking Services**"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the

Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and Gather.Network's use, storage and disclosure of information related to you and your use of such services within Gather.Network (including your friend lists and the like), please see our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Gather.Network shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service.

In addition, Gather.Network is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Gather.Network is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Gather.Network enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

Indemnity and Release

You agree to release, indemnify and hold Gather.Network and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GATHER.NETWORK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS





FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. GATHER.NETWORK MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GATHER.NETWORK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GATHER.NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL GATHER.NETWORK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID GATHER.NETWORK IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Arbitration

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Unless otherwise agreed by the parties, arbitration will be held in the British Virgin Islands before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by the International Chamber of Commerce ("ICC"), and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, at their discretion, assess costs and expenses (including the reasonable legal fees





and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm.

The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Notwithstanding the provisions of the introductory section above, if Gather.Network changes this 'Arbitration' section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of Gather.Network's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Gather.Network in accordance with the provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

You agree that Gather.Network, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Gather.Network believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Gather.Network may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be affected without prior notice, and acknowledge and agree that Gather.Network may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Gather.Network will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Gather.Network will have no liability or responsibility with respect thereto. Gather.Network reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service, in conjunction with the Token Sale Terms and Conditions (for those who took part in the token sale), as well as the Data Use and Privacy Policy constitute the entire agreement between you and Gather.Network and govern your use of the Service, superseding any prior agreements between you and





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Gather.Network with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party content or third-party software. These Terms of Service will be governed by the laws of the British Virgin Islands without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Gather.Network agree to submit to the personal and exclusive jurisdiction of the state and federal courts located on the British Virgin Islands. The failure of Gather.Network to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Gather.Network, but Gather.Network may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At Gather.Network, we respect the privacy of our users. For details please see our Data Use and Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at **hello@Gather.Network** to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

