

Terms of Use

Preamble

By accessing the website at www.ton.foundation ("**Website**"), you as the visitor ("**you**" or "**your**") are agreeing to be bound by these terms of use ("**Terms**") of The Open Network Foundation with legal seat in Zug, Switzerland ("**TON Foundation**", "**we**" or "**us**"), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from visiting or using this Website. The materials contained in this Website are protected by applicable copyright and trademark law.

We reserve the right to change these Terms at any time at our sole discretion. You can access the latest version of these Terms at any time at www.ton.foundation/terms. The Terms in force at the time of your use of the Website apply. Updated Terms are binding on you with respect to your use of the Website on or after the date specified in the updated Terms. If you do not agree to the updated Terms, you must stop using the Website. Your continued use of the Website after the date of the updated Terms will constitute your acceptance of the updated Terms.

1. Eligibility

By visiting or using our Website, you represent and warrant that you (i) have the right, authority, and legal capacity to accept these Terms, (ii) will not visit our Website if the laws of your country of residence and/or citizenship prohibit you from doing so in accordance with these Terms, (iii) are visiting or using our Website for your own personal use.

2. Accessing the Website

We reserve the right to withdraw or modify the Website, and/or any services or materials we provide on the Website, at our sole discretion without notice. We do not guarantee that our Website or any content on it will continuously be available or accessible without interruption. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Website.

3. No Interaction with TON Blockchain

You understand and agree that the Website is only a graphical interface for displaying publicly available information related to the TON Blockchain ("**Network**"). By visiting and/or using the Website, you are not interacting with the Network in any way. We do not and cannot control the activity and data on the Network or the activities that users, validators, developers and other third parties may conduct on the Network.

4. Third Party Links

The Website may contain links to websites and content that is controlled or operated by third parties ("**Third Party Links**"). TON Foundation is providing these Third Party Links to you only for convenience and the inclusion of any Third Party Links on the Website does not imply any endorsement by TON Foundation of the Third Party Links and/or their operators. TON Foundation is not responsible for any content contained in or associated with the Third Party Links.

5. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by TON Foundation, its licensors, or other providers of such material and are protected by Swiss and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website without our prior written consent. TON Foundation name, TON Foundation logo, and all associated names, logos, product and service names, designs, and slogans are trademarks of TON Foundation or its affiliates or licensors. You may not use such marks without the prior written permission of TON Foundation. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners. Under no circumstances does your use of the Website grant you any ownership rights or other interest in any such marks or content on the Website.

6. Disclaimer of Warranties

The access and use of the Website is made at your own risk. You understand and agree that the Website is provided on an "as is" and "as available" basis and that TON Foundation expressly disclaims all warranties or conditions of any kind, whether express, implied, statutory or otherwise.

Neither TON Foundation nor any person associated with TON Foundation makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Without limiting the foregoing, neither TON Foundation nor anyone associated with TON Foundation represents or warrants that the Website, its content, or any services obtained through the Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our Website or the server that makes it available are free of viruses or other harmful components, or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

Based on the above, you should verify all information, in particular the information related to the Network, before relying on it, and all decisions based on all information contained on our Website are your sole responsibility and we shall not be liable for any such decisions.

7. Limitation of Liability

To the fullest extent permitted by law, in no event shall TON Foundation, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your visit, access, use, or inability to use, the Website, any websites linked to it, any content on the Website or such other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

8. Indemnification

You agree to defend, indemnify, and hold harmless TON Foundation, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website.

9. Privacy Policy

Please see our Privacy Policy www.ton.foundation/privacy to understand how we collect and use and disclose your personal data. By using the Website, you consent to all actions that may be taken by us with respect to your information in compliance with the Privacy Policy.

10. Feedback

TON Foundation appreciates and encourages you to provide feedback on our Website. If you provide feedback, you agree that TON Foundation is free to use it and may allow others to use it without any restriction or compensation to you. All feedback, comments and other communications relating to the Website can be directed to: press@ton.foundation.

11. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the substantive laws of Switzerland. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Any dispute arising out of or in conjunction

with these Terms shall be submitted to the exclusive jurisdiction of the ordinary courts of the city of Zug, Switzerland.

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