**TERMS OF USE**

Last Updated: August 15, 2019

Your use of the Website and GSN Services is governed by this agreement (the "**Terms**"). The "**Website**" means the website located at https://gasstation.network, https://gasstations.network, and https://gsn.openzeppelin.com/. The “**Services**” mean the Dapp Tool and Relay Hub, to the extentoffered through the Website, as well as any documentation, posts, forums, features, tools and other materials offered from time to time through the Website.

As used herein, "**GSN Provider**" means the company that provides you the Services. Please find the relevant GSN provider below for the details on the respective GSN Alliance entity responsible under these Terms.

**OpenZeppelin**

If you access OpenZeppelin Services through the Website, zOS Global Limited is responsible for the Services. Any questions, comments or complaints that you might have regarding OpenZeppelin Services should be emailed to [legal@openzeppelin.com](mailto:legal@openzeppelin.com).

**Portis**

If you access Portis Services through the Website, Ethereum Horizons Ltd is responsible for the Services. Any questions, comments or complaints that you might have regarding Portis Services should be emailed to info@portis.io.

**TabooKey**

If you access TabooKey Services through the Website, TabooKey LTD is responsible for the Services. Any questions, comments or complaints that you might have regarding TabooKey Services should be emailed to liraz@tabookey.com.

In order to use the Website and Services, you must first agree to the Terms. You agree to the Terms by browsing the Website and/or using any Services. You understand and agree that the GSN Provider will treat your use of the Website and Services as acceptance of the Terms from that point onwards. Please read these Terms carefully and keep a copy of them for your reference.

PLEASE READ THESE TERMS CAREFULLY. THE WEBSITE AND SERVICES ARE OFFERED BY THE GSN PROVIDER THAT OFFERS YOU SERVICES. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND SERVICES AND APPLY TO ALL USERS ACCESSING OR USING THE WEBSITE OR SERVICES IN ANY WAY, INCLUDING BROWSING THE WEBSITE. BY ACCESSING THE WEBSITE AND SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE GSN PROVIDER, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE PERSONALLY OR ON BEHALF OF THE COMPANY ON BEHALF OF WHICH YOU ARE ACTING. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE WEBSITE OR SERVICES.**

**PLEASE BE AWARE THAT THE DISPUTE RESOLUTION SECTION OF THESE TERMS BELOW CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION CLAUSE WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND A GSN PROVIDER TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION.**

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE OR SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF CAYMAN ISLANDS, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THESE TERMS.**

**Electronic Communications**

Accessing the Services, including visiting the Website, constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that a GSN Provider provides to you electronically, via the website, satisfies any legal requirement that such communications be in writing. The foregoing does not affect your statutory rights.

Please refer to the Data Privacy Notice found on the website for a complete explanation of how a GSN Provider processes personal information. If you are under the age of 18, you may not use the Website or Services, unless you have the permission of your parent or guardian.

**Risk of Regulatory Actions in One or More Jurisdictions**

The Website and Services could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of a GSN Provider to continue to offer or develop the Website or Services, or which could impede or limit your ability to access or use the Website or Services.

**Technical Knowledge**

By utilizing the Services, you represent and warrant that you understand the inherent risks associated with blockchain-based software systems. Any use or interaction with the Services requires a comprehensive understanding of computer science in order to appreciate inherent risks. You represent and warrant that you possess relevant knowledge and skills.

**Risk of Weaknesses or Exploits in the Field of Cryptography**

You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to blockchain-based technologies and the Services, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, it is intended to update the Services to account for any advances in cryptography and to incorporate additional security measures, but GSN Providers do not guarantee or otherwise represent full security of the Services. By using the Service, you acknowledge these inherent risks.

**Volatility of Cryptocurrency**

You understand that Ethereum and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that any GSN Provider or any related entity or person cannot be held liable for such fluctuations or increased costs.

**Application Security**

You acknowledge that the Services are subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by a GSN Provider or the Services. This warning and others later provided by GSN Providers in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Services.

**Third Party Services**

The Website and Services may contain links to other websites, including the respective websites of individual GSN Providers (“**Linked Sites**”). These Terms will not apply to Linked Sites and the respective host of any Linked Site will be responsible and liable for the contents of any Linked Site, including without limitation any link or content contained in a Linked Site, or any changes or updates to a Linked Site. When you click on a link to a Linked Site, you may not be warned that you have left the Website or Services and are subject to the terms and conditions (including privacy policies) of another website or destination. GSN Providers are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by GSN Providers of the site or any association with its operators. You use any Linked Sites at your own risk. When you leave the Website and Services, these Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of the Linked Sites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Certain Services made available via the Website are delivered by third party sites and organizations. As with Linked Sites, GSN Providers have no control over such third party services, does not assume (and expressly disclaims) responsibility or liability for any such services, their availability, or any content or other materials available from such third parties.

To the fullest extent permitted by applicable law, you release GSN Providers from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of acts or omissions of any third parties.

**Prohibited Uses and Intellectual Property**

As a condition of your use of the Website and Services, you warrant to the GSN Providers that you will not use the Services for any purpose that is unlawful or prohibited by these terms. You may not use the Website or Services in any manner that could damage, disable, overburden, or impair the Website or Services or interfere with any other party’s use and enjoyment of the Website or Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website or Services.

The content included on the Website or in the Services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website or in the Services, is the property of respective GSN Providers or their licensors, contributors, and suppliers and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, licences, legends or other restrictions contained in any such content, as well as those automatically granted under applicable law.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or the Services, except as described in these Terms. GSN Provider content is not for resale. Your use of the Website or Services does not entitle you to make any unauthorized use of any protected content, and you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of the respective GSN Provider, or the GSN Provider and the copyright owner, as the case may be. You agree that you do not acquire any ownership rights in any protected content.

**Open Source Software**

GSN Providers may make the source code for much of the software related to their Services available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with a GSN Provider in connection with any of your modifications or distributions of this open source software. When a GSN Provider hosts any software and/or enable you to access and use such software as a service through the Services, then these Terms will apply to such access and use.

**Notice and Procedure For Making Claims of Copyright Infringement**

If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide a written notice to the contact information for the relevant GSN Provider indicated above containing 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 Website or Services;
* 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 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.

**Global Users**

The Website and Services may be accessed from countries around the world and may contain references to Services and content that are not available in your country. GSN Providers make no representations that the Website or Services are appropriate or available for use in other locations. You may not use the Website or Services if you are a person barred from using them under the laws the country in which you are resident or from which you use the Website or Services. Those who access or use the Website or Services or content do so at their own volition and are responsible for compliance with local law.

**Indemnification**

You agree to indemnify, defend and hold harmless each GSN Provider, its officers, directors, employees, agents, affiliates and other third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of or inability to use the Website or Services, any content, applications, postings, contributions or submissions made by you or other users, your violation of any these Terms or your violation of any rights, including intellectual property rights, of a third party, or your violation of any applicable laws, rules or regulations. GSN Providers reserve the right, at their own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with that GSN Provider in asserting any available defenses.

**Disclaimer of Certain Liabilities**

THE WEBSITE AND SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GSN PROVIDERS AND/OR THEIR SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WESBITE OR SERVICES AT ANY TIME.

GSN PROVIDERS AND/OR THEIR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND RELATED GRAPHICS CONTAINED ON THE WEBSITE OR IN THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OR CONDITION OF ANY KIND. GSN PROVIDERS AND/OR THEIR LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND RELATED GRAPHICS ON THE WEBSITE OR THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A GSN PROVIDER, IT’S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, SUCCESSORS AND ASSIGNS, AND/OR IT’S AFFILIATES, LICENSORS AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF VALUE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE OR SERVICES, WITH THE DELAY OR INABILITY TO USE SUCH, THE PROVISION OF OR FAILURE TO PROVIDE THE WEBSITE OR SERVICES, OR FOR ANY INFORMATION, VALUE, SOFTWARE, PRODUCTS AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE OR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A GSN PROVIDER OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE OR SERVICES.

## Dispute Resolution; Binding Arbitration

Any dispute, claim, suit, action, cause of action, demand or proceeding arising out or in connection with these Terms (any of the foregoing occurrences, a “Dispute”), or the breach, termination or invalidity thereof shall first be endeavored to be settled through amicable negotiations in good faith by you and the respective GSN Provider. If you and a GSN Provider cannot agree how to resolve such Dispute within thirty (30) consecutive calendar days after the date a notice with respect to such Dispute is received by the other party, then either you or that GSN Provider may, as appropriate, commence an arbitration proceeding. Such Dispute shall subsequently (and exclusively) be submitted to three arbitrators. The nomination of the arbitrators and the rules of arbitration shall be in accordance with the Rules of Arbitration of Cayman Islands. The seat of the arbitral tribunal shall be Cayman Islands. Language of the proceedings shall be English. The arbitral award is final and binding upon the parties. The arbitration fees will be borne by the losing party except otherwise awarded by the arbitral tribunal. The parties undertake to carry out the arbitral award in accordance with the modalities of said reward. Any Dispute that is not or cannot be subject to arbitration will be resolved by the courts of Cayman Islands.

**Termination/Access Restriction**

To the extent it has ability to do so, a GSN Provider may terminate your access to a specific portion of the Services or any portion thereof at any time, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and a GSN Provider as a result of these Terms or use of the Website or Services. A GSN Provider’s performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of it’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or Services, or information provided to or gathered by a GSN Provider with respect to such use. If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between you and GSN Providers with respect to the Website and Services and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and GSN Providers with respect to the Website and Services. A printed version of the most recent version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms were drafted in the English language and such English language version of these Terms shall control any interpretation of these Terms.

**Assignment**

The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the relevant GSN Provider’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. A GSN Provider shall be free to assign these Terms without notice or consent in connection with an acquisition of stock or assets, merger, or other corporate reorganization.

**Changes to Terms**

The GSN Providers reserve the right, in their sole discretion, to change these Terms. The most current version of these Terms will supersede all previous versions. The GSN Providers encourage you to periodically review these Terms to stay informed of our updates.

**NOT BOILERPLATE**

These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact the relevant GSN Provider at the contact address provided above and immediately navigate away from the Website or Services. Do not use the Website or Services until you and a GSN Provider have agreed upon new terms of service.