

ORIS SERVICE TERMS OF USE

Please read these ORIS Service Terms of Use (hereinafter referred to as the “Terms of Use”) carefully before using the Service.

When starting to use ORIS and/or its individual functions (hereinafter referred to as the “Service”) using any device adapted for its use and after having passed the registration or authorization procedure, the User shall confirm that the User has read and understood these Terms of Use, as well as the Confidentiality Policy posted at _____, which forms an integral part of these Terms of Use, and therefore the User shall be considered to have accepted the Terms of Use in full without any reservations or exceptions. In case the User does not agree with any provisions of the Terms of Use, the User shall not use the Service.

The Developer shall reserve the right to change the terms and conditions and add or remove terms contained herein. Notification of changes will be posted on the Service or sent by e-mail to the Users to the specified e-mail addresses or in any other way determined by the Developer. The decision on which notification format will be chosen shall be determined by the Developer at its own discretion. The use of a certain form of notification in some cases shall not be deemed as obligation for the Developer to use the same form in other cases. Any changes or modifications shall become effective immediately after the changes are published on the Service or at the moment of transmission of the information to Users by the Developer (for example, by e-mail). These changes shall then be applied to all the current provisions, and the subsequent use of the Service shall be considered as acceptance of such changes or modifications. Continuation of the use of the Service by the User after the changes made herein have become effective shall constitute an actual confirmation of the User’s consent to the changes made.

AVAILABILITY OF TOKENS SHALL NOT PROVIDE ANY RIGHTS, EXCEPT FOR THE RIGHT TO INTERACT WITH THE SERVICE. IN PARTICULAR, THE USER UNDERSTANDS AND ACKNOWLEDGES THAT THE TOKEN IS NOT A SHARE, A STOCK OR A SECURITY, OR THE RIGHT OF INTELLECTUAL PROPERTY, OR ANY FORM OF PARTICIPATION IN THE SERVICE, EXCEPT FOR THE RIGHTS RELEVANT TO THE USE OF THE SERVICE. MOREOVER, THE TOKEN IS NOT A CRYPTO CURRENCY, REGARDLESS OF THE LEGAL MEANING OF THE TERMS “CRYPTO CURRENCY”. ANY POTENTIAL OPPORTUNITY TO EXCHANGE THE TOKENS FOR CASH IS BEYOND THE SCOPE OF IMPACT OF THE SERVICE AND IS NOT ONE OF THE SERVICES OFFERED BY THE SERVICE. MOREOVER, THE DEVELOPER DOES NOT ALLOW USERS TO EXCHANGE TOKENS FOR CASH.

THESE TERMS OF USE SHALL NOT BE DEEMED TO CONSTITUTE AN INVESTMENT CONSULTATION, OR SOLICITATION FOR SALE, OR SUBSCRIPTION, OR AN EXCLUSIVE INVITATION FOR THE SALE, OR SUBSCRIPTION, INCLUDING THE SAME WITH RESPECT TO TOKENS. WHEN USING TOKENS ACCORDING TO THE TERMS OF USE OF THE SERVICE (AS DESCRIBED BELOW), THE USER SHALL BE BOUND BY

THE PROVISIONS OF THIS PUBLIC OFFER AND OTHER TERMS AND CONDITIONS INCLUDED THEREIN BY REFERENCE.

The User acknowledges that he/she fully understands all the provisions of the Terms of Use and also assumes all the risks of using cryptographic tokens and software related to blockchain technologies.

1. GENERAL PROVISIONS

1.1. Oris (the Service) shall mean a decentralized online information service accessible to the User through the Website and the Application (software application for mobile devices) and other software resources operating on the peer-to-peer principle, which disables possibility of its administration and moderation by third persons, and which is developed using the blockchain technology for posting questions, answers, and other information by Users at their own discretion and responsibility.

Operation of Oris shall be carried out without any administrative centre; its operation (including processing of transactions) shall be supported by an unlimited number of Users who are fully equal (including the Developers), which makes access to any management of questions, answers, and other information posted by Users impossible.

1.2. Website shall mean the website located at <https://app.oris.space>, through which the visitor of the Website can use the functionality of the Service, subject to registration and acceptance of these Terms of Use; registered Users can use the functionality of the Service from the moment of their authorization in Oris.

1.3. Application shall mean a software product the intellectual property rights to which belong to the Developer and which enables the User to use the functionality of the Service through the proper installation and use of such product, subject to registration in Oris and acceptance of these Terms of Use.

1.4. User (you) shall mean a registered legally capable and competent individual who is registered/authorized and uses Oris in accordance with the Terms of Use.

1.5. Developer shall mean the developer of Oris software products, including development of private Blockchain Oris.Space, synchronization of private Blockchain with blockchain Waves and/or others, smart-contacts in the blockchain Ethereum network.

1.6. Orgon Tokens (hereinafter referred to as **Tokens** or **Orgon**) shall mean digital accounting units that are generated and accrued by the Service to the User's account and can be used by the User exclusively within the limits and according to the procedure determined by these Terms of Use.

Orgon Tokens shall not be a monetary unit, electronic money, or other means of payment within the meaning of relevant international law; their value shall not be tied to any currency, currency fluctuations, and inflation.

1.7. Prayer shall mean a user who posts a question or other information in Oris in order to get a response from some number of Linkers in return for Orgon.

1.8. Linker shall mean a user who responds to questions or other information published by the Prayers and receives Orgon as a reward.

1.9. Account shall mean a part of the Service's functionality, which is a virtual space allocated to the User to use Oris with the help of the software, which is automatically granted to the User following the successful completion of the registration procedure in the Service and acceptance of these Terms of Use.

1.10 Blockchain shall mean the technology of distributed data storage that is resistant to any interference and falsification and operation of which is supported by an unlimited number of computing powers aimed at verifying the validity of information contained therein.

2. SERVICE DESCRIPTION

2.1. The services provided by the Service to the User shall include, without limitation, the following:

2.1.1. providing the opportunity to use Oris as Website (<https://app.oris.space>) and Application available for downloading from AppStore and Google Play;

2.1.2. ensuring the functioning of the Service from the moment of transition to the Website or installation of the Application until the removal from the mobile device;

2.1.3. ensuring that Users can post questions in the form of text messages, as well as respond to questions posted by other Users using Oris;

2.1.4. ensuring the ability to obtain information in the form of statistical data on the published information of other Users.

3. SERVICE USE PROCEDURE

3.1. Creation of an Oris Account through completion of registration procedure by the User shall constitute the latter's full and unconditional acceptance of these Terms of Use and the Confidentiality Policy.

3.1.1. When creating an Oris Account, the User shall confirm that the User is an individual who has reached the age limit allowed under the legislation of the User's state of residence for the acceptance of these Terms of Use, has the appropriate scope of civil capacity, and acts on his/her own behalf, and that all the data provided by the User are reliable and up-to-date.

3.1.2. The User shall not disclose the access data for his/her Account to other persons, not allow temporary or permanent access of other persons to his/her Account (including the obligation not to alienate his/her Account in favour of other persons (by donation, sale, exchange, etc.)); the User shall be solely responsible for the safety of the data of his/her Account.

3.1.3. The User shall not commit any actions aimed at disturbing the normal operation of the Service, including the Website or the Application; not to distribute, run, or otherwise use viruses, Trojans, and other malicious software within the Service or the Website.

3.1.4. The User shall not use automated programs (bots, robots, spiders, scrapers, and other programs with similar functions) and scripts in Oris, as this directly contradicts the principles of the Service. All questions, answers, and other information shall be filled in and published exclusively by the Users.

3.1.5. Any question or other information shall be posted by the User (Prayer) in the Service in order to obtain a response from other Users (Linkers) to this question by using Orgon.

3.2 Information of the User (Prayer) shall be posted if the sufficient quantity of Orgon is available on the User's balance. Calculation of the required amount of Orgon shall be made by the Service automatically and shall be based on the complexity of the question, the number of Users (Linkers) who will answer the question, and other parameters determined by the Service.

3.3. Orgon shall be debited from the balance of the User (Prayer) who posts a question or other information automatically and irretrievably at the moment of confirmation of such post by the User.

3.4. The Linker shall be credited Orgon for publication of answers to Prayer's question through subjective choice of the correct answer.

3.5. The amount of Orgon to be credited to the Linker shall be calculated by the Service automatically on the basis of the complexity of the question, the number of answers previously given to questions by the Linker, and other parameters determined by the Service.

3.6. The number of answers given by the Linker and the statistics of the correct answers shall form the Linker's position in the Users Rating (hereinafter referred to as "the Karma").

3.7. The correctness of the Linker's answers shall be confirmed by the Prayer independently according to the Prayer's subjective opinion.

3.8. Questions, answers, or other information that the User posts through Oris may not be changed or deleted.

4. RISKS OF USING ORIS

4.1. The User acknowledges that Orgon Tokens, Oris, Blockchain, Ethereum, Waves, and other related technologies are new and untested, are beyond the exclusive control of the Developer, and are subject to the risk of adverse changes in market relations and/or related technologies. In accordance with these Terms of Use, the Developer shall not be liable for any losses resulting from the risks described in these Terms of Use.

In addition to the above, the User understands and acknowledges the possibility of the following risks when using Oris and expressly agrees that the User shall be solely liable for all the possible consequences in the event they occur:

4.1.1. RISK OF ADVERSE REGULATION IN ONE OR MORE JURISDICTIONS.

The Oris service, Orgon Tokens, the Waves network, the Ethereum network, and related elements of the blockchain system may be subject to regulation by one or more regulatory acts that may prohibit or restrict operation of decentralized technologies or may prohibit or restrict the User's ability to use and/or own Tokens.

4.1.2. LEGAL RISKS REGARDING STATUTORY REGULATION OF SECURITIES.

There is a risk that Orgon may be equated to securities or may be considered as such in the future in some jurisdictions. The Developer does not provide any guarantees that Orgon is not a security in all jurisdictions. Each Token User shall bear his/her own legal or material consequences related to Orgon in case the latter is considered to be a security in accordance with the statutory regulation of this issue in the relevant jurisdiction. Each User shall check whether the use of Orgon is legal in his/her jurisdiction; and, by accepting these Terms of Use, each User undertakes not to use Orgon through the Service if the use of Orgon is not legal in the relevant jurisdiction. The receipt of Tokens in possession and their use is likely to continue to be carefully studied by various regulatory authorities around the world, which has so far led to mixed reactions and regulatory consequences.

4.1.3. RISKS OF HARD FORK, NETWORK DIVISION, AND APPEARANCE OF ALTERNATIVE AND INFORMAL NETWORKS

As a result of hacker attacks or errors in the source code, alternative block chains (the so-called "hard fork") that use the source code and the protocol underlying Oris may be created.

4.1.4. RISK OF INSUFFICIENT INTEREST IN THE PLATFORM

It is possible that Oris will not be supported by a large number of Users and/or there may be a limited interest in it. This limited interest may affect the development of Oris and the potential use of Orgon. The Service Developer cannot predict and does not guarantee the success of its own efforts in the development and improvement of Oris.

4.1.5. RISK OF SERVICE HACKING AND STEALING.

There is a risk that Users or other persons who are not directly related to Oris (including hackers) may be able to make changes to the software and any other changes to the basic Oris infrastructural elements, which will result in the loss/restriction of access to Oris functional elements, as well as loss and/or restriction of access to Orgon.

4.1.6. RISK OF SAFETY PROBLEMS OF THE SOURCE CODE OF THE SERVICE AND ORGON OR ANY RELATED SOFTWARE.

There is a risk that Oris and/or Orgon may inadvertently contain errors in the source code in connection with the technical aspects of their operation that prevent the use of Orgon or that lead to the loss of Orgon.

4.1.7. RISK OF PROBLEMS RELATED TO THE USE OF THE SERVICE

Oris may suffer from cyber attacks, activity spikes, or other operational and technical difficulties that may cause interruptions in the Service (including, but not limited to, transaction delays, suspension of transaction processing, and loss of User data). You agree to assume the risks resulting from unforeseen or increased technical difficulties (including those caused by complex attacks). You agree not to hold the Developers liable for any losses incurred.

4.1.8. RISKS ASSOCIATED WITH USER CREDENTIALS. Any third person that accesses the User's credentials related to the Service will be able to dispose of the User's Orgon. To minimize this risk, the User must protect his/her electronic devices from unauthorized access.

4.1.9. RISK OF EMERGENCE OF NEW CRYPTOGRAPHY TECHNOLOGIES

Advancements in the field of cryptography or technical advancements (such as development of quantum computers) may pose risks to Oris and to Orgon services, which may lead, among other things, to the theft or loss of Tokens.

4.1.10. RISK OF LOW LIQUIDITY OR NO LIQUIDITY

Despite the fact that free access to the Service, which allows the use of Tokens between Users, is currently available, the Developer does not provide a guarantee that Orgon Tokens will be listed or provided for such exchange for other Tokens; moreover, the Developer does not guarantee the appearance of such opportunities in the future. It should be warned that such an exchange, if any, may raise suspicion from law enforcement agencies and certain regulatory consequences; and the Developer does not give any guarantees with respect to any providers of exchange services; in any case, the Developer and the Service will not allow the exchange of Orgon for currency. The User may lose the opportunity to exchange Tokens at some point due to the lack of liquidity. Users can also be exposed to fraud and technical problems.

04/01/2011. RISK OF UNINSURED LOSSES

Unlike bank accounts or accounts with certain other financial institutions, Orgon Tokens are not fully insured.

04/01/2012. INTERNET TRAFFIC TRANSFER RISKS

The User shall acknowledge the presence of risks associated with the use of Oris, Orgon, and other valuable assets, including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Developer will not be liable for any communication errors, malfunctions, distortions, or delays that may occur when you use Oris, regardless of their source.

04/01/2013. RISK OF MALFUNCTION IN ETHEREUM AND WAVES NETWORKS.

Ethereum, Waves, or any other network with which the Service interacts may operate with problems, including those that can lead to the loss of Orgon Tokens or to the loss of information about any other Tokens that are associated with the functioning of the Platform.

04/01/2014. UNEXPECTED RISKS

Tokens and the Blockchain system are new and untested technology. In addition to the risks set out in clauses 4.1.1. - 4.1.14., there are risks that cannot be foreseen by the Developer and whose expectation in the future is unreasonable. In the event of any other risks not described in this document, they should be considered unforeseen and such that the Developer is not liable for.

5. LIMITATION OF LIABILITY

5.1. Oris and its functionality (including all applications, content and Website design and scripts) shall be provided “as is”. The User shall acknowledge that he/she uses Oris at his/her own risk, and the Developer does not guarantee the accuracy, completeness, and correctness of the information available to the User due to the use of the Service and shall not be liable for any consequences of use. The Developer shall not be obliged to provide the Service on all software platforms or for all devices, and shall not guarantee the uninterrupted and error-free operation of the Service or the absence of other defects.

5.2. The Developer shall have no obligation to monitor, assess, and maintain particular value of Oris.

5.3. Under no circumstances shall the Developer be liable to refund to the User any value of Oris expressed in monetary or in other terms that the User has accumulated on his/her balance and shall not guarantee the availability of any value of these Tokens, including their value in Oris.

5.4. The Developer shall have the right to change the Oris design, functionality, applied technical solutions, scripts, software, and other elements (both visible and invisible to the User) at any time unilaterally and without prior notice to the User.

5.5. The Developer shall not be liable for the correctness and accuracy of any data specified by Users when registering Oris account. Data specified by the User may not be true. The Developer shall not be obliged to verify the authenticity of the data specified by the User.

5.7. The Developer shall not be liable for the presence of programs that perform any actions through accounts intended for Users in Oris automatically and/or on established schedule and cannot guarantee the absence of such programs.

5.8. The Linker shall not be liable for the answers posted by him/her; the Prayer shall not be liable for choosing any of the answers as correct.

5.9. Linkers shall not be liable for the accuracy and further consequences of their responses.

5.10. The Developer shall not be liable for the results of answers to Prayer’s questions (including unjustified predictions about the answers expected by the Prayer).

5.11. The Developer shall not pre-moderate or censor posted questions, answers, or other information posted by Users, and shall not be liable for violations of rights and legitimate interests of the respective rightholders by such actions of Users.

6. DISCLAIMER

6.1. THE USER SHALL ACKNOWLEDGE THAT IN NO EVENT SHALL THE DEVELOPER BE LIABLE FOR ANY DAMAGES (DIRECT, INDIRECT, OR INCIDENTAL) FOR ANY LOST PROFITS OR OTHER TANGIBLE AND INTANGIBLE LOSSES OF USERS OR THIRD PERSONS; FOR INTERRUPTION OF BUSINESS AND LOSS OF PROPERTY THAT ARISE IN CONNECTION WITH ACCESS, USE, OR INABILITY TO USE THE SERVICE; THE CONTENT OF THE SERVICE, INSUFFICIENCY, ERROR, OMISSION, TRANSFORMATION, DEFECT, DOWNTIME, OR DELAY IN TRANSMISSION, COMPUTER VIRUS OR SYSTEM FAILURE EVEN IF THE DEVELOPER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. The Developer shall not be liable for its failure to perform or improper performance of the conditions of these Terms of Use if such failure to perform or improper performance have been caused by force majeure circumstances (that is, unavertable actions under force majeure circumstances that the Developer could not know or foresee in advance). Such circumstances shall include: hacker attacks, the so-called “chain division” (“hard forks”), mining attacks; fire, flood, earthquake, tsunami, tornado, hurricane, typhoon, landslide, mudflow, snow avalanche, volcanic eruption, and other natural disasters; wars, revolutions, coups, strikes, sabotage, and terrorist acts, robbery, accidents in the energy supply and communication systems, changes in legislation, and actions of state authorities and their officials if such circumstances directly affect implementation of these Terms of Use. Within the duration of the force majeure circumstances, the User shall not have any claims to the Developer and shall assume the risk of consequences of force majeure circumstances. In addition, the Developer shall not be liable and shall not pay compensation for damages arising in connection with:

6.2.1. inability to use Tokens as a result of any termination or suspension of the operation of the Service, including the same resulting from power failure, maintenance, defects, system failures, or other interruptions;

6.2.2. using Tokens;

6.2.3. any unauthorized access, modification, or deletion, destruction, damage, loss, or denial of storage of any data (including records, private key, or other credentials associated with Orgon and Oris).

6.3. The term “force majeure circumstances,” which contribute to the Developer’s failure to comply with these Terms of Use in due time, shall also include:

- technical problems that have arisen in the operation of the Service;
- technical problems associated with the implementation of preventive work; failures in the operation of payment systems;

- legislative actions of the government or actions of executive authorities that prohibit or suspend the operation of the Internet, the Service, electronic payment systems, banking institutions, etc.

6.4. The User shall acknowledge that the Developer's liability is limited to maintaining the correct operation of the Service, which includes maintaining the operation of the smart contract system based on Ethereum and accrual of Tokens under the terms and conditions provided for by these Terms of Use.

6.5. The Developer shall not sell Tokens and shall not act as the custodian of any financial assets of Users. The Developer shall not accept, store, or exchange cash for Tokens. The User shall be entitled only to use his/her Tokens in Oris.

6.6. All actual and potential tax liabilities of the User shall be fulfilled solely by the User; in no event and under no circumstances shall the Developer compensate the User's tax liabilities or provide the User with any recommendations on tax matters, including the following: what questions regarding registration and/or proper reporting the User have to address the competent tax authority; what taxes the User is obliged to pay and to what extent; what tax privileges the User is entitled to, etc.

6.7. The User confirms that he/she is not: a citizen or a resident of geographical area where access to the Service or its use is prohibited by applicable law, regulations, contracts, or administrative acts.

7. INTELLECTUAL PROPERTY

7.1. The Developer owns the intellectual property rights to the Service, the Website, and the Oris Application (both separately and as a whole), as well as to any information available through Oris, except for the information created by the Users themselves.

7.2. All components of Oris, including all names, design, scripts, functional elements, etc. used by the Developer shall be the property of the Developer and shall be protected by the applicable legislation on intellectual property rights protection.

7.3. The User shall not investigate the code, decompile, disassemble or modify Oris or create derivative products based on the Service or its parts.

7.4. Users shall have the right to place information, the rights to which belong to third persons, within Oris only provided that such placement does not violate the rights of the relevant persons and the requirements of the applicable legislation. Under no circumstances shall the Developer be liable for the violation of this requirement, as the entire liability shall be borne by the User.

7.5. By posting questions, answers, or other information in Oris, the User thereby shall grant other Users non-exclusive right to use this information (namely, to view, copy, or reproduce the same) solely for the purpose of personal non-commercial use.

7.6. The use of any Oris components or elements for commercial purposes without the written permission of the Developer is prohibited.

7.7. In the event that a new version of Oris is released and/or new features are added thereto, the Service may be automatically updated.

8. LEGISLATION AND DISPUTE RESOLUTION

8.1. Any disputes, claims, lawsuits, or actions arising in the course of the use of Oris and/or otherwise related to Oris and requiring litigation shall be resolved through negotiations.

8.2. The Developers shall not be a party to these Terms of Use nor shall they act as a party in any actions performed using the Service or Orgon Tokens; therefore, any disputes, claims, lawsuits, or actions arising in the course of using the Service and/or otherwise related to the Service and/or Orgon Tokens that require litigation shall be resolved between the Users independently outside the Service.

8.3. Users who have accepted these Terms of Use shall guarantee that all the disputes related to the use of the Service and/or Orgon Tokens will be resolved directly among themselves without involving the Developers as either party to such disputes.

8.4. Users may contact the Developer with respect to any issues related to these Terms of Use, the Confidentiality Policy, and/or the Service Use Policy at the contact e-mail address: office@oris.space.

9. FINAL PROVISIONS

9.1. The User shall have the right to terminate these Terms of Use unilaterally at any time, provided that the Account of such User is deactivated and the use of Oris is terminated.

9.2. The Developer shall have the right to terminate these Terms of Use unilaterally at any time subject to notification of the User by any method of notification that the Developer considers convenient not later than 3 calendar days prior to the date of such termination.

9.3. These Terms of Use shall supersede any other Terms of Use, conditions, and arrangements that existed between the User and the Developer as well as all previous versions of these Terms of Use that existed before the publication of these Terms of Use.

9.4. If any provision of these Terms of Use (clause or statement within a clause) is found invalid, all other provisions of these Terms of Use or these Terms of Use as a whole shall remain unaffected.