

IMPORTANT NOTICE:

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING ILGON SERVICES. THIS CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS IN RELATION TO YOUR USE OF ILGON TECHNOLOGIES' SERVICES

TERMS OF USE AGREEMENT

EFFECTIVE DATE: FEBRUARY 15, 2021

1. GENERAL

This Terms of Use Agreement (referred to as “Terms of Use”, “ToU”, “Agreement” or “Terms”) sets the terms and conditions for use for the following software services:

- A. ILGON Wallet at <https://ilgonwallet.com>
- B. ILGON Mobile Wallet iOS application
- C. ILGON Mobile Wallet Android application
- D. ILGON Block Explorer at <https://ilgonexplorer.com>

(collectively referred to as “ILGON Technology Services” or “Services”)

These Terms of Use form a legally binding agreement between **the User of ILGON Technology Services** whether personally or on behalf of an entity (referred to as “You”, “Your”, or “User”) and **Dlabs Kft.**, company reg. no.: 01-09-321962, office: 1054 Budapest, Szabadság tér 7. (referred to as “ILGON Technologies”, “We”, “Us”, “Our”, “Service Provider” or “Provider”) concerning the access and use of ILGON Technology Services.

1.1. Acceptance of Terms

By accessing or using any of ILGON Technology Services You acknowledge that You have read, understood, and agreed to be bound by this Agreement.

Furthermore, You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Services and receipt of data and information available through the Services.

1.2. Changes and Revisions

You acknowledge that ILGON Technologies reserves the right to revise and update these Terms of Use from time to time at its sole discretion.

The Service Provider may attempt to notify You when major changes are made to this Agreement, however, You should periodically review the most up-to-date version of the Agreement.

The date for the last modification of the Agreement is showcased by the “Effective Date” of the Agreement and all changes are effective immediately.

By continuing to access and/or use ILGON Technology Services after the “Effective Date” of a revised Agreement, you agree to be bound by the revised Agreement.

IF YOU DO NOT AGREE TO THIS AGREEMENT OR ANY MODIFICATIONS TO THIS AGREEMENT, YOUR SOLE REMEDY SHALL BE TO DISCONTINUE YOUR USE OF ILGON TECHNOLOGY SERVICES.

1.3. Transfer of Rights

The Service Provider may transfer the rights and obligations under this Agreement to another organization, and will always notify you in writing if this happens, but this will not affect Your rights or obligations under this Agreement.

You agree that the Provider may assign any of its rights and/or transfer, sub-contract, or delegate any of its obligations under these Terms of Use.

YOUR AGREEMENT TO THESE TERMS IS PERSONAL TO YOU AND YOU MAY NOT TRANSFER OR ASSIGN IT TO ANY THIRD PARTY.

1.4. Severability

If any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary.

EACH OF THE PARAGRAPHS OF THESE TERMS OPERATES SEPARATELY. IF ANY COURT OR RELEVANT AUTHORITY DECIDES THAT ANY OF THEM ARE UNLAWFUL, THE REMAINING PARAGRAPHS WILL REMAIN IN FULL FORCE AND EFFECT.

1.5. Termination of the Agreement

In the event of termination concerning your license to use ILGON Technology Services, your obligations under this Agreement will still continue.

2. ELIGIBILITY

BY USING ILGON TECHNOLOGY SERVICES, YOU REPRESENT AND WARRANT THAT YOU MEET ALL ELIGIBILITY REQUIREMENTS THAT ARE OUTLINED IN THESE TERMS OF USE.

2.1. Local Compliance

ILGON Technology Services can be accessed via the internet and thereby the Services may be accessible globally. Accessing and using ILGON Technology Services may not be legal by certain individuals or in certain countries.

You hereby agree to comply with all local rules and laws relating to the use of ILGON Technology Services, cryptocurrency ownership or transfer, and blockchain interaction.

YOU CAN USE ILGON TECHNOLOGY SERVICES ONLY IF PERMITTED UNDER THE LAWS OF YOUR JURISDICTION. MAKE SURE THAT THIS AGREEMENT IS IN COMPLIANCE WITH ALL LAWS, RULES, AND REGULATIONS THAT APPLY TO YOU.

YOU ARE PROHIBITED FROM USING ILGON TECHNOLOGY SERVICES FOR PURPOSES OF SELLING OR ACQUIRING ANY ILLEGAL PRODUCTS, SERVICES, OR FOR ANY OTHERWISE ILLEGAL ACTIVITY.

2.2. Age Restrictions

ILGON Technology Services are not intended for individuals under the age of 18. Any use of, or access to the Services by anyone under 18 years old is unauthorized and in violation of these Terms of Use.

TO BE ELIGIBLE TO USE ILGON SERVICES YOU MUST BE AT LEAST EIGHTEEN YEARS OLD AND HAVE THE LEGAL CAPACITY TO ENTER INTO LEGALLY BINDING AGREEMENTS.

2.3. Legal Entity

In case You are using ILGON Technology Services on behalf of a legal entity, you hereby warrant that a)

The legal entity is organized and validly existing under the applicable laws of Your jurisdiction; and

b) You are authorized by such legal entity to act on its behalf.

IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES.

2.4. Changes to the Eligibility criteria

ILGON Technologies reserves the right to change the eligibility criteria at any time and without prior notice.

3. PRIVACY

3.1. Privacy Policy

ILGON Technologies' Privacy Policy applies to the collection and use of "Personal Information," which is defined as information about an individual that (either by itself or when combined with information from other available sources) allows that individual to be identified.

ILGON Technologies' Privacy policy is available at ["ilgon.com/privacy-policy"](https://ilgon.com/privacy-policy) and its terms are made a part of these Terms of Use by this reference.

YOU UNDERSTAND THAT BY USING THE SERVICES YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS SET FORTH IN OUR PRIVACY POLICY.

3.2. Data Collection

3.2.1. Personal information

ILGON Technology Services does not require you to provide any personal information. The backend of the Services is designed to protect privacy, and it does not store any privacy-sensitive information.

3.2.2. Analytics ILGON Technology Services does not collect any analytics data and it does not track user behavior.

3.2.3. Crash Report

In case of an error or crash occurs in any of the Services, an automated error report is sent directly to our servers without going through a third party.

3.3. Blockchain Data

Due to the inherent transparency of distributed ledger technologies, including the ILGON Blockchain, transactions that individuals broadcast via the Services may be publicly accessible. This includes, but is not limited to a) your public sending address; b) the public address of the receiver; c) the amount sent or received; d) any other data a user has chosen to include in a given transaction.

Transactions and addresses may reveal information about the user's identity and information can potentially be correlated now or in the future by any party who chooses to do so, including law enforcement.

YOU UNDERSTAND AND ACKNOWLEDGE THAT INFORMATION STORED ON A BLOCKCHAIN MAY BE PUBLIC, IMMUTABLE, AND DIFFICULT OR EVEN IMPOSSIBLE TO REMOVE OR DELETE.

4. RESTRICTIONS

You agree not to a) interfere with, damage, impair, or disable the Services' operation, by any means (whether through automated means or otherwise), including uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code; b) use any robot, spider, scraper, or other automated means to access the Services; c) remove, circumvent, disable, damage or otherwise interfere with the Services' security-related features, features that prevent or restrict the use or copying of any part of the Services, or features that enforce limitations of the Services; d) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive traffic demands of the Service

5. SERVICES INFORMATION

5.1. Service explanations

5.1.1. Wallet

When You access certain features of the Services, You will be able to generate a wallet and/or access a wallet to perform a variety of transactions. You will receive a key and set up a password, but You do not and will not create an account with ILGON Technologies. You also will not give us any of your assets, and Your tokens and coins are not on ILGON Wallet. All assets are on the blockchain itself, and we do not control them.

5.1.2. Fees

ILGON Technologies does not charge any fees for installation or use of the Services. ILGON blockchain transactions need to include a transaction-fee which gets collected by the ILGON network - ILGON Technologies have no direct influence on transaction fees.

5.1.3. Transacting on the blockchain

Digital Asset transactions in order to be completed, all proposed transactions must be confirmed and recorded in the ILGON blockchain. The ILGON blockchain is a peer-to-peer network,

therefore ILGON Technologies is unable to ensure that any transaction details that You submit via the Services will be confirmed and processed.

By using the Services, you acknowledge and agree that the transaction details you submit may not be completed.

ILGON TECHNOLOGIES DOES NOT STORE, SEND, OR RECEIVE THE USER'S DIGITAL ASSETS. ANY TRANSFER THAT OCCURS IN ANY DIGITAL ASSET OCCURS ON THE ILGON-BASED BLOCKCHAIN.

YOU REPRESENT AND WARRANT THAT ANY INFORMATION YOU PROVIDE VIA THE SERVICES IS ACCURATE AND COMPLETE. YOU ACCEPT AND ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT YOU MAKE IN CONNECTION WITH ANY DIGITAL ASSET TRANSACTION INITIATED VIA THE SERVICES. WE STRONGLY ENCOURAGE YOU TO REVIEW YOUR TRANSACTION DETAILS CAREFULLY BEFORE ATTEMPTING TO TRANSFER A DIGITAL ASSET.

5.1.4.Backup

ILGON Technologies does not collect or hold your keys or information, and ILGON Technologies cannot access wallets, accounts; recover keys, passwords, or other information; reset passwords; or reverse transactions.

ILGON Technologies cannot assist with password retrieval. Services store your Wallet address but does not receive or store your Wallet password, encrypted private key, unencrypted private key, or mnemonic (backup) phrase associated with your Wallet. We cannot, therefore, assist you with Wallet password retrieval. We cannot generate a new password for your Wallet if you fail to remember your original password. If you have not safely stored a backup of any Wallet address and private key pairs maintained in your Wallet, you accept and acknowledge that any Digital Asset you have associated with such a Wallet address will become inaccessible if you do not have your Wallet password.

YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR STORING, BACKING-UP, AND MAINTAINING THE CONFIDENTIALITY OF YOUR KEYS, PASSWORDS, AND INFORMATION, AND FOR THE SECURITY OF ANY TRANSACTIONS YOU PERFORM USING THE SERVICES.

5.2. Availability

5.2.1.Geo availability

The Service Provider makes no claims that ILGON Technology Services or any of its content is accessible or appropriate outside of the European Union.

IF YOU ACCESS THE SERVICES FROM OUTSIDE THE EUROPEAN UNION, YOU DO SO ON YOUR OWN INITIATIVE AND YOU ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

5.2.2.Continuation of Service

The Provider may, in its sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of the Services. You are solely responsible for storing outside of the Services a backup of any Wallet address and private key pair that you maintain in your Wallet.

Maintaining an external backup of any Wallet address and private key pairs associated with your Wallet will allow you to access the ILGON Network upon which your Wallet is secured. Such a backup will allow You to fully restore Your Wallet at any time without cost or loss of the Digital Assets.

ILGON TECHNOLOGIES SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY LOSS OF DIGITAL ASSETS IN THE EVENT THAT WE DISCONTINUE OR DEPRECIATE THE SERVICES.

6. LIMITATIONS OF LIABILITIES, WARRANTIES

SERVICES OFFERED TO YOU AT NO CHARGE AND THEREFORE, AND NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, THE PROVIDER'S LIABILITY TO YOU, UNDER ANY THEORY OF LAW OR CAUSE OF ACTION, SHALL BE LIMITED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR FAILED TRANSACTIONS, DELAYED RELAY OF TRANSACTIONS, LOST BACKUP PHRASES, LOST PRIVATE KEYS, ERRORS IN THE UNDERLYING SOFTWARE LIBRARIES THAT MAKE UP ILGON TECHNOLOGY SERVICES, LOST PROFITS, CHANGES IN THE VALUES OF FIAT CURRENCIES, DIGITAL ASSETS OR CRYPTOCURRENCIES, OR ANY OTHER LOSSES RELATED TO THE USE OR MISUSE OF THE SERVICES.

THE PROVIDER ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER OR PHONE IN CONNECTION WITH ANY OF THE SERVICES OFFERED BY ILGON TECHNOLOGIES.

ILGON TECHNOLOGIES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT WILL ILGON TECHNOLOGIES, 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 USE, OR INABILITY TO USE THE SERVICES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AND EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, WE MAKE NO WARRANTY THAT (I) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; AND (IV) THE QUALITY OF ANY SERVICES OR MATERIALS OBTAINED OR ACCESSIBLE BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS BEYOND WHAT IS PERMITTED BY APPLICABLE LAW. ILGON TECHNOLOGIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

7. DISPUTE RESOLUTION

7.1. Governing Law

Any disputes related to this agreement shall be heard in the courts of Budapest and the laws of Hungary shall apply.

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using arbitration.

7.2. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ILGON TECHNOLOGIES, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF AND ACCESS TO THE SERVICES, OR YOUR VIOLATION OF THESE TERMS OF USE.

THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE SERVICES.

7.3. Language

The official language of the Terms of Use shall be the English language. Any translations of the Terms of Use shall be for reference purposes only. The terms of the Terms of Use in the English language shall prevail over any terms of any translations hereof in the event any dispute arises regarding any conflicting terms.

7.4. Time limitations

YOU AND ILGON TECHNOLOGIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED TO THE EXTENT PERMITTED BY LAW.

8. INTELLECTUAL PROPERTY

8.1. Open source

ILGON Technology Services integrate several open-source software including but not limited to source code originated from Blockscout, OpenEthereum, MyEtherWallet and Alphawallet.

Source code originated from open-source projects are separately licensed, and the license in this agreement does not cover the open-source software that is built into ILGON Technology Services.

8.2. Licensing

ILGON Technologies grants you a non-transferable, non-exclusive, worldwide, royalty-free non-transferable, non-exclusive, worldwide, royalty-free license for access and use.

This license does not grant you any rights to use ILGON's name, logo, or trademarks, product and service names, designs and slogans. You must not use such marks without the prior written permission of ILGON Technologies.

IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

9. MISCELLANEOUS

9.1. No waiver

The Service Provider's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

9.2. Force majeure

The Provider shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

9.3. Support

ILGON Technologies offers free technical support to users of the Services but this support is offered to You without warranty of any kind and shall be at Your risk.

ILGON Technologies may choose to discontinue offering free technical support at any time.

10. CONTACT

ILGON Technologies welcome all comments, questions, concerns, or suggestions. Please send us a message to support@ilgon.com