

Terms of Use

Last updated : September 28, 2023

1. Introduction

These terms of use, together with any documents and additional terms or policies that expressly incorporate these Terms of Use by reference (these “**Terms of Use**”), govern your access to and use of all content, functionality, features and services (the “**Services**”) available on or through, exclusively or non-exclusively, polygonid.me, polygonid.com, any of their subdomains, and any other website, web application or mobile application operated by ZKID, defined below (collectively, the “**Site**”), and is a binding agreement between ZKID Labs AG (together with its affiliates, “**ZKID**,” “**we**,” “**us**,” or “**our**”) and you, whether personally or on behalf of an entity (“**you**” or “**your**”).

BY ACCESSING OR USING THE SERVICES OR THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE BINDING ARBITRATION AGREEMENT BELOW. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SERVICES OR SITE.

2. Modifications to Terms of Use, Privacy, Additional Terms

We reserve the right, in our sole discretion, to modify these Terms of Use at any time by posting a revised version on the Site. The modified terms will become effective upon posting. By continuing to use the Services or the Site after the effective date of any modifications to these Terms of Use, you agree to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to these Terms of Use. We last modified these Terms of Use on the date listed at the beginning of these Terms of Use.

For information regarding our collection, use and disclosure of personal data and certain other data, please see our [Privacy Policy](#) (the “**Privacy Policy**”). By using the Services or the Site, you consent to our collection, use and disclosure of personal data and other data as outlined in the Privacy Policy.

When using certain Services, you may be subject to additional terms applicable to such Services that may be posted on or within the Services or the Site associated with such Services.

3. Authorized Uses

The Services and the Site are intended for users who are 18 years of age or older. If you are entering into these Terms of Use for an entity, such as the company you work for, you represent to us that you have the legal authority to bind such an entity. If you do not meet these requirements, you must not access or use the Services or the Site.

4. Changes to the Services or the Site

We may modify or discontinue the Services or access to the Site at any time without notice to you.

5. Your Responsibilities

You will ensure that your use of the Services or the Site will not violate: (1) any of our policies that we have made available to you, including the Privacy Policy; (2) these Terms of Use; or (3) any applicable laws or regulations. You are responsible for properly configuring and using the Services or incorporating the Services into your applications and for taking appropriate action to secure your data including without limitation financial or token information and private keys.

6. Intellectual Property Rights

ZKID or its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services and the Site, and any related content and technology, unless otherwise indicated. ZKID hereby grants you a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use, copy, and distribute in connection with such use the Services or the Site. You obtain no other rights to the Services or the Site other than those specified in these Terms of Use. Certain Services may be provided to you under a separate license, such as the AGPL 3.0, the MIT License, or another open source license. You agree you will not violate the terms of any such separate license. In the event of a conflict between the license granted to you in these Terms of Use and any separate license, the separate license will prevail with respect to the Service that is the subject of the separate license.

Prohibited Uses

You will not use the Services or the Site in any manner or for any purpose other than as expressly permitted by these Terms of Use or an applicable separate license. You will not:

- violate any applicable laws or regulations through your access to or use of the Services or the Site;
- violate these Terms of Use;
- exploit the Services or the Site for any unauthorized commercial purpose;
- harvest or otherwise collect information from the Services or the Site for any unauthorized purpose;
- use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use or enjoyment of the Site;

- reverse engineer, disassemble, or decompile the Services or the Site or apply any other process or procedure to derive the source code of any software included in the Services or the Site except to the extent applicable law does not allow this restriction or such rights have been expressly granted to you under a separate license;
- sublicense, sell, or otherwise distribute the Services or the Site, or any portion thereof;
- use any data mining tools, robots, crawlers, or similar data gathering and extraction tools to scrape or otherwise remove data from the Services or the Site;
- use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful to the Services or the Site;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server(s) on which the Site is stored, or any server, computer or database connected to the Site; or
- attack the Services or the Site via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Site.

ZKID's Trademarks

ZKID's graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of ZKID (the "**ZKID Marks**"). All other trademarks not owned by ZKID that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ZKID.

Feedback

We welcome your feedback and suggestions for improvement to the Services and the Site ("**Feedback**"). We will try to review your Feedback, but are not obligated to release any modifications or improvements you submit to us based on your Feedback. Please note that we will own all right, title, and interest in and to all Feedback you submit. You represent and warrant that (a) you and your licensors own all right, title, and interest in and to your Feedback; and (b) you will not violate any intellectual property or other rights of third parties in providing Feedback to us.

Linking to the Site and Social Media Features

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

7. User-Generated Content

Responsibility for User-Generated Content

You may create or upload content owned, written or created by you (“**User-Generated Content**”) while using the Services. You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Services, regardless of the form of that content. We are not responsible for any public display or misuse of your User-Generated Content.

ZKID May Remove Content

We have the right, but not the obligation, to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws or ZKID terms or policies.

Ownership of Content, Right to Post, and License Grants

You retain ownership of and responsibility for your User-Generated Content. If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any content you post, that you will only submit content that you have the right to post, and that you will fully comply with any third party licenses relating to content you post.

Because you retain ownership of and responsibility for your content, we need you to grant us — and other users of the Site and/or Services (“**Users**”) — certain legal permissions. These license grants apply to your User-Generated Content. If you upload content that already comes with a license granting ZKID the permissions we need to run or make available the Services, no additional license is required. You understand that you will not receive any payment for any of the rights granted pursuant to these Terms of Use. The licenses you grant to us will end when you remove your User-Generated Content from our servers.

License Grant to Us

You grant us and our legal successors the right to store, archive, parse, and display your User-Generated Content, and make incidental copies, as necessary to provide the Services, including improving the Services over time. This license includes the right to copy your

User-Generated Content to our database and make backups; show it to you and other Users; parse it into a search index or otherwise analyze it on our servers; and share it with other Users.

This license does not grant ZKID the right to sell your User-Generated Content. It also does not grant ZKID the right to otherwise distribute or use your User-Generated-Content outside of our provision of the Services, except that as part of the right to archive your User-Generated Content, ZKID may permit our service providers to store and archive your User-Generated Content in public repositories.

If you are uploading content you did not create or own, you are responsible for ensuring that the content you upload is licensed under terms that grant these permissions to ZKID.

License Grant to Other Users

Any User-Generated Content you post publicly, including issues, comments, and contributions to other Users' User-Generated Content, may be viewed by others. You grant each User a nonexclusive, worldwide license to use and display and reproduce your User-Generated Content. You may grant further rights if you adopt a license. If you are uploading content you did not create or own, you are responsible for ensuring that the content you upload is licensed under terms that grant these permissions to other Users.

Contributions Under Repository License

Whenever you add content to a repository containing notice of a license, you license that content under the same terms, and you agree that you have the right to license that content under those terms. If you have a separate agreement to license that content under different terms, such as a contributor license agreement, that agreement will supersede.

Moral Rights

You retain all moral rights to your User-Generated Content that you upload, publish, or submit to any part of the Services, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted herein, but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant ZKID the rights we need to use your User-Generated Content without attribution and to make reasonable adaptations of your User-Generated Content as necessary to render the Site and provide the Services.

8. Indemnification

General

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives (collectively, the “**ZKID Parties**”) from and against all liability for monetary damages, contractual claims of any nature, economic loss (including direct, incidental or consequential damages), loss of income or profits, fines, penalties, exemplary or punitive damages, and any other injury, damage, or harm, including reasonable attorney’s fees (“**Damages**”) that relate in any way to any demand, claim, regulatory action, proceeding or lawsuit, regardless of the cause or alleged cause, regardless whether the allegations are groundless, fraudulent, false, or lack merit and regardless of the theory of recovery (“**Claim(s)**”) arising out of or relating to: (a) your use of the Services or the Site (including any use by your customers, users, employees, and other personnel); (b) breach of these Terms of Use or violation of applicable law by you, your customers, users, employees and other personnel; (c) a dispute between you and any third party; (d) your alleged or actual infringement or misappropriation of any third party’s intellectual property or other rights; and (e) your Feedback. In the event we receive any third party subpoena or other compulsory legal order or process associated with Claims described in (a) through (e) above, then in addition to the indemnification set forth above, you will reimburse us for our employees’ and contractors’ time and materials spent responding to such matters at our then-current hourly rates as well as our reasonable attorneys’ fees.

Process

If you are obligated to indemnify us, then you agree that we will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms, and you agree to fully cooperate with us in the defense or settlement of such Claim.

9. Disclaimers

THE SERVICES AND THE SITE ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NEITHER WE NOR ANY OTHER POLYGON LABS PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE SITE, AND THE ZKID PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE, (C) THAT THE SERVICES OR THE SITE WILL BE ACCURATE, UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT OR ASSETS WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

10. Limitations of Liability

THE ZKID PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS OR USERS, OPPORTUNITIES, GOODWILL, USE, DATA, CONTENT OR OTHER ASSETS), EVEN IF ANY OF THE ZKID PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NONE OF THE ZKID PARTIES WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (A) YOUR INABILITY TO USE, OR ANY DELAY IN THE USE OF, THE SERVICES OR THE SITE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OF THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO THE SERVICES OR THE SITE, (II) OUR SUSPENSION OR DISCONTINUATION OF ANY OR ALL OF THE SERVICES OR THE SITE, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES OR THE SITE FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO THE SERVICES OR THE SITE; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA; OR (E) ANY CHANGE IN VALUE OF ANY CRYPTO-ASSET. IN ANY CASE, THE ZKID PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS OF USE WILL NOT EXCEED \$100. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Miscellaneous

Assignment

You will not assign or otherwise transfer any of your rights and obligations under these Terms of Use, without our prior written consent, but ZKID may assign or transfer these Terms of Use, in whole or in part, without restriction. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, these Terms of Use will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

Entire Agreement

These Terms of Use, including any policies that expressly incorporate these Terms of Use by reference, is the entire agreement between you and us regarding the subject matter of these Terms of Use. These Terms of Use supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms of Use. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of these Terms of Use (whether or not it would materially alter these Terms of

Use) including for example, any term, condition or other provision submitted by you in any Feedback, communication, acceptance, confirmation, correspondence or other document.

Governing Law

These Terms of Use are governed by the laws of Switzerland, without regard to conflict of laws rules, and the proper forum for any dispute, claim or controversy not subject to arbitration will be the courts located in Switzerland.

Arbitration and Class Action Waiver

Any dispute, controversy or claim arising out of, or in relations to these Terms of Use or the Services or the Site, including the validity, breach, or termination thereof, shall be resolved by arbitration in accordance with Swiss Rules for International of the Swiss Arbitration Centre (the "Rules") in force on the date on which the Notice of Arbitration is submitted in accordance with the Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zürich, Switzerland. The arbitration proceedings shall be conducted in English. The determinations of the arbitrator shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties shall share equally the costs of arbitration, including the costs of transcribing the arbitration, but each party shall bear its own attorneys' fees and related costs, unless otherwise provided by law or statute. Except to the extent necessary to confirm an award or as may be required by applicable laws, neither a party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of the parties. Each party expressly and irrevocably waives any claim or defense in any arbitration or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar doctrine or theory.

You may decline this agreement to arbitrate by contacting legal@polygonid.com within 30 days of first accepting these Terms of Use and stating that you (include your first and last name, and User name) decline this arbitration agreement. By opting out of the agreement to arbitrate, you will not be precluded from using the Services, but you and ZKID will not be permitted to invoke the mutual agreement to arbitrate to resolve disputes under the terms otherwise provided herein.

In the event that you have opted out of arbitration (as set out above) or that the agreement to arbitrate is otherwise found not to apply to you or your claim, you and ZKID agree that any judicial proceeding (other than as described above) may only be brought in a court of competent jurisdiction in Switzerland.

WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL

CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING (“CLASS ACTION”). THE PARTIES AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE, CLAIM OR CONTROVERSY IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON’S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES’ AGREEMENT TO ARBITRATE WILL BE DEEMED NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

Independent Contractors; Non-Exclusive Rights

The parties are independent contractors, and these Terms of Use will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party’s products or services.

You agree that you will not misrepresent or embellish the relationship between you and us including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors without our express written consent, even if we use Feedback you submit to us. You will not imply any relationship or affiliation between us and you except as expressly permitted by these Terms of Use.

No Professional Advice; No Fiduciary Duties

All information provided on or through the Services or the Site is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Services or on the Site. Before you make

any financial, legal, or other decisions involving the Services or the Site, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

These Terms of Use are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms of Use.

No Waivers

The failure by us to enforce any provision of these Terms of Use will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

Severability

If any portion of these Terms of Use is held to be invalid or unenforceable, the remaining portions of these Terms of Use will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms of Use but the rest of these Terms of Use will remain in full force and effect.