

## Terms of use

### General

By accessing and using the orcaalliance.eu website (our or this "Website"), you agree to the following terms of use as they may be modified, changed, supplemented or updated from time to time (collectively, these "terms"), as well as all applicable laws and regulations. Please read the following terms and conditions carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference. If you are using our Website on behalf of your organization, that organization accepts these terms.

These terms may be modified, changed, supplemented or updated by CHAINTECH OÜ, legal code 14375519 ("NAME", "xxxx" "we", "us" or "our") in its sole discretion at any time without advance notice. Your continued use of this Website will confirm your acceptance of these terms as modified, changed, supplemented or updated by us. If you do not agree to such revised terms you must stop using this Website and any information, links or content contained on this Website.

These terms are governed by the laws Estonia. All claims arising out of or relating to these terms will be litigated exclusively in the courts of Estonia and we and you consent to personal jurisdiction in those courts.

These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

If you have any questions regarding these terms, please contact us at [dima@orcaalliance.eu](mailto:dima@orcaalliance.eu)

### Use of Website

The purpose of our Website is to provide you with information regarding services provided by CHAINTECH OÜ, the software being developed by CHAINTECH OÜ and token generation event.

You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.

The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean

that they are recommended to visit by CHAINTECH OÜ. In addition, CHAINTECH OÜ does not guarantee their safety and conformity with any user expectations.

Furthermore, CHAINTECH OÜ is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by CHAINTECH OÜ of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.

The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.

CHAINTECH OÜ does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions. CHAINTECH OÜ shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

CHAINTECH OÜ reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website. CHAINTECH OÜ also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. CHAINTECH OÜ will not be liable for any loss which may be incurred as a result of such action.

CHAINTECH OÜ reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

## Intellectual Property

The URLs representing the Website, "ORCA" and all related logos of our services described in our Website are either copyrighted by CHAINTECH OÜ and are trademarks of CHAINTECH OÜ. In addition, all page headers, custom graphics, design, button Token Sales, scripts, source code, content are copyrighted by CHAINTECH OÜ. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of CHAINTECH OÜ. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with CHAINTECH OÜ. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that you do not breach this Agreement.

You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of CHAINTECH OÜ.

## Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "NAME Parties") from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your access to or use of our Website, products or services; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of these Terms.

We reserve the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CHAINTECH OÜ.

## Privacy Policy for the website

This Privacy Policy is designed to assist you with understanding how orcaalliance.eu ("ORCA", "we", "us" or "our") collect, use and disclose the information you provide us when accessing or using the website, orcaalliance.eu

### What Information Do We Collect?

When you visit our Website, you may provide us with two types of information: personal information that you voluntarily disclose that is collected on an individual basis; and information collected automatically when you use our Website or the services available on our Website (collectively, the "Information").

### What is Personal Information?

Personal information is collected only when voluntarily offered and solely for purposes that are clearly identified on our Website. Personal information means any information that is unique to you, such as your:

- Name
- Username
- Password
- E-mail address
- Cryptocurrency address
- Mailing address
- Other personal information you choose to provide

By providing us with your personal information, you also consent for us to collect, hold, use and disclose your personal information in accordance with this Privacy Policy. In addition to providing the foregoing information, if you choose to correspond further with us through e-mail or through the "contact" section of our Website, we may retain, use and disclose the content of your messages together with your e-mail address and our responses.

### What Information is Collected Automatically?

When you use our Website or services available on our Website, we automatically collect information from your devices. We collect the following information:

**Server Log Information.** We collect server log information when you use our Website, which may include (but is not limited to) your login details, the date and time of visits, the pages viewed, your IP address, time spent at our Website and the websites you visit just before and just after our Website.

**Device Information.** We collect information about the computer or mobile device you use to access our Website, including the hardware model, operating system and version, the web browser you use, and other device identifiers.

**Telemetry Information.** If you use any of our open source software, we may collect bandwidth upload and download speeds, the amount of free and used storage space on your device and other statistics about your device.

Usage Information. If you use our Website, we will collect metadata about the files you upload for storage and we will record instances in which you have used your private key to authenticate communications.

Information Collected by Cookies and Other Tracking Technologies. We and our service providers use various technologies to collect information when you interact with our Website, including cookies and web beacons. Cookies are small data files that are stored on your device when you visit a website, which enable us to collect information about your device identifiers, IP address, web browsers used to access the Website, pages or features viewed, time spent on pages, mobile app performance and links clicked. Web beacons are graphic images that are placed on a website or in an email that is used to monitor the behaviour of the user visiting the website or sending the email. They are often used in combination with cookies.

### Use of Information

We will only use the Information for purposes of:

1. providing, maintaining, delivering or improving our Website or the products or services provided through our Website;
2. analyzing and tracking data to determine the usefulness or popularity of certain content and to better understand the online activity of our Website users;
3. fulfilling our legal or regulatory requirements;
4. providing you with the information or products or services that you have requested;
5. answering your inquiry or responding to a communication from you;
6. developing new products or services;
7. sending you technical notices, support or administrative notifications;
8. communicating with you about news, products, services, events and other information we think will be of interest to you;
9. matching your Information with job vacancies to assist us in finding a position that is most suitable for you if you have contacted us about recruitment;
10. monitoring and analyzing trends, usage and activities in connection with our Website;
11. detecting, investigating and preventing fraudulent transactions or unauthorized or illegal activities;
12. protecting the rights and property of the DBD Parties (as defined below) and others;
13. linking, connecting or combining Information we collect from or about you with other Information; and
14. carrying out any other purpose or reason for which the Information was collected.

### Sharing of Information

We will only share Information about you in the following ways:

1. with your consent or at your instruction;

2. with our current or future parent companies, affiliates, subsidiaries and with other companies under common control or ownership with us or our offices internationally;
3. with third parties or service providers that perform work for us;
4. certain information you may choose to share may be displayed publicly, such as your username and any content you post when you use interactive areas of our Website like our online forums;
5. in connection with a merger or sale of our company assets, or if we do a financing or are involved in an acquisition or any other situation where Information may be disclosed or transferred as one of our business assets;
6. in response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process;
7. if we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property and safety of any DBD Party or others; and
8. with third parties where aggregate Information is disclosed which cannot be reasonably be used to identify you.

### Social Sharing Features

Our Website may offer social sharing features, links to social media and other integrated tools. Your use of such features enables the sharing of information with your contacts or the public, depending on the settings you use with the entity that provides the social sharing feature or social media. Please visit the privacy policies of the entities that provide these features to obtain more information about the purpose and scope of data collection and the processing of such data by such entities.

### Protection of Personal Information

We take reasonable steps to protect the security of the information communicated through our Website. However, no computer security system is entirely foolproof and the Internet is not a secure method of transmitting information. As a result, we do not assume any responsibility for the data you submit to or receive from us through the Internet or for any unauthorised access or use of that information and we cannot and do not guarantee that information communicated by you to us or sent to you by us will be received or that it will not be altered before or after its transmission to us. You agree to not hold us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "DBD Parties") liable for any loss or damage of any sort incurred as a result of any misappropriation, interception, modification, deletion, destruction or use of information provided through our Website.

Most web browsers are set to accept cookies as a default. You may wish to opt out by turning off cookies (please refer to the help menu on your browser); however, switching off cookies may restrict your use of our Website.

You may also opt out of receiving promotional communications from us at any time by following the instructions in those communications. If you opt out, we may still send you non-promotional communications, such as technical notices, support or administrative notifications or information about your account (if you have one).

### [Hyperlinks and Third-Party Sites](#)

This Website may contain links to other third party websites that may collect personal information about you, including through cookies or other technologies. If you link to another website, you will leave this Website and this Privacy Policy will not apply to your use of and activity on those other websites. You should consult these other websites' privacy policies as we have no control over them and are not responsible for any information that is submitted to or collected by these third parties.

### [Where we store your personal data](#)

All information you provide to us is stored on our and our partners performing know-your-client services servers.

The data that we collect from you may be transferred to, and stored at, a destination outside country of registration(add here country of registration). It may be processed by staff operating outside country of registration(add here country of registration)who works for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

### [Changes to our Privacy Policy](#)

We may change this Privacy Policy in our sole discretion at any time. Any revisions to this Privacy Policy will be posted on the home page of our Website. It is your obligation to periodically visit our Website to review any changes that may be made to this Privacy Policy. Your continued use of our Website constitutes your agreement to be bound by any such changes to this Privacy Policy. If you do not agree with this Privacy Policy, you are not authorized to use our Website and your sole recourse is to not use our Website.

## **Contact Us**

dima@orcaalliance.eu