# Solar Earn 使用条款

本使用条款("条款")规范了访问和使用 Solar Earn("Solar Earn"、"我们"、"我们的"、"平台提供方")及其关联平台(包括但不限于网站、应用程序、社交媒体平台及其他服务,统称为"平台")所提供的服务("服务")。

请仔细阅读本隐私政策和我们的条款。通过访问我们的平台,您即表示同意本隐私政策中描述的信息收集和使用实践。如果您不同意本隐私政策,您应立即停止使用这些服务。

本使用条款("条款")规范了访问和使用 Solar Earn("Solar Earn"、"我们"、"我们的"、"平台提供方")及其关联平台(包括但不限于网站、应用程序、社交媒体平台及其他服务,统称为"平台")所提供的服务("服务")。

用户承认并同意,用户已仔细阅读并理解这些条款的含义和目的,并在使用平台之前接受这些条款及 Solar Earn 隐私政策。如果用户不同意这些条款或无法履行任何/所有接受的义务,则用户不得访问或使用 Solar Earn 的服务或平台。

如果用户不同意本条款或无法履行本条款下接受的任何/所有义务,则用户不得访问或使用 Solar Earn 的服务或平台。

### 1. 定义和解释

- 1.1. "诉讼"指任何性质的索赔、诉讼、起因、请求、仲裁、调查、审计、违规通知、法律诉讼、传票或任何形式的调查,无论是民事、刑事、行政、监管或其他性质。
- 1.2. "关联公司"指与 Solar Earn 有直接或间接关系的任何人或实体,可能是雇佣或合同形式的关系,或其他类似关联。
- 1.3. "适用法律"指任何适用的实体和程序法律,包括但不限于新加坡及适用于用户的其他相关法律。
- 1.4. "赏金任务"指合作伙伴提供的短期任务,并附带对特定提交内容的奖励。
- 1.5. "DApp"指去中心化应用程序。
- 1.6. "数字资产"包括但不限于加密资产、非同质化代币("NFT")以及用户持有或接收的其他类似数字资产。
- 1.7. "矿工费"是区块链上用于支付计算能源费用的定价机制,以处理交易或转移 资产。
- 1.8. "资助"指合作伙伴提供的无股权资助,支持相关用户及其作品。
- 1.9. "定向任务"指合作伙伴提供的有薪任务,用户可以通过兼职/全职形式为合作 伙伴提供服务。
- 1.10. "合作伙伴"指为用户提供赏金任务、定向任务、资助、或其他形式工作机会的组织。
- 1.11. "项目"指赏金任务、定向任务、资助或与合作伙伴的其他形式合作。
- 1.12. "Solar Earn 账户"指用户为使用 Solar Earn 服务而创建的登录账户。
- 1.13. "服务提供者"指被合作伙伴雇佣以执行任务并获得相应报酬的用户。
- 1.14. "用户"指"服务提供者"、"访客"、"合作伙伴"或其他参与社区活动并使用 Solar Earn 论坛的人员。

1.15. "访客"指浏览、阅读或观看 Solar Earn 内容的用户,包括潜伏用户和一般访问者。

### 2. 服务范围

2.1. Solar Earn 汇集合作伙伴提供的不同工作机会,包括赏金任务、定向任务和资助。平台将用户与短期/长期项目对接,每个项目的报酬由合作伙伴决定。

# 3. 用户资格

- 3.1. 访问 Solar Earn 平台的用户声明并保证,用户已达到其所在司法管辖区的法定成年年龄或十八(18)岁,并具备签署这些条款所规定的合同条款及义务的能力。Solar Earn 汇集合作伙伴提供的不同工作机会,包括赏金任务、定向任务和资助。平台将用户与短期/长期项目对接,每个项目的报酬由合作伙伴决定。
- 3.2. 访问 Solar Earn 平台的用户声明并保证,用户已达到其所在司法管辖区的法 定成年年龄或十八(18)岁,并具备签署这些条款所规定的合同条款及义务 的能力。
- 3.3. 14 岁以下的用户不得使用 Solar Earn。
- 3.4. 访问平台的用户还声明,用户未被列入任何经济制裁名单,包括但不限于联合国安理会制裁名单、美国财政部海外资产控制办公室(OFAC)列出的特别指定国民和封锁名单、美国商务部工业和安全局的拒绝人员名单,或其他类似制裁机构维护的名单。
- 3.5. 如果用户所在国家或地区使用服务属非法或违反适用法律,用户将无法使用服务。<br/>
  服务。
- 3.6. 用户可能需要创建账户以使用 Solar Earn 提供的服务。用户在选择用户名时不得违反本条款的用户行为守则。

# 4. 基本使用要求

4.1. 用户需要具备兼容的手机、互联网或其他支持的设备("设备"),以及满足特定系统和兼容性要求的设施(这些要求可能会不时更改)以使用服务。

4.2. 用户同意,他们使用 Solar Earn 及其服务的能力可能会受到这些因素的影响,且用户须自行负责这些要求,包括任何相关的费用、更新和使用设备及/或电信提供商的协议中规定的所有其他条款。Solar Earn 不对由于互联网问题或设备问题而导致的安全漏洞或交易失败承担责任。

### 5. 付款和费用

- 5.1. Solar Earn 可能会对用户使用的服务收取费用。Solar Earn 保留随时单方面更改费用金额的权利。
- 5.2. 虽然合作伙伴在平台上列出项目,但 Solar Earn 可能提供智能合约工具作为 托管账户供合作伙伴使用,以验证"资金证明"。

# 6. 交易

- 6.1. 您可以控制您的设备如何允许使用 cookies。如果您愿意,您可以在浏览器中阻止或删除我们的 cookies。
- 6.2. 您可以配置浏览器设置,以在不启用某些 cookie 功能的情况下使用我们的服务。您可以手动删除 cookies,或者将浏览器设置为在特定时间段后自动删除 cookies。
- 6.3. 用户承认并同意,合作伙伴对使用 Solar Earn 提供的任何智能合约工具负全部责任。Solar Earn 不对合作伙伴使用这些工具的功能和结果承担责任。
- 6.4. 如果没有明确的相反条款,任何付款都不会预扣税款,付款接收方须根据其 适用的地方法律独自缴纳税款。
- 6.5. 用户承认,数字资产交易会在相关的区块链网络中确认并记录。这些网络可能是由独立第三方支持的去中心化点对点网络,Solar Earn 不能保证此类交易的成功。用户一旦发起交易,Solar Earn 无法取消或更改这些交易。
- 6.6. 任何与数字资产相关的转移都发生在相关的区块链网络中,而不是在 Solar Earn 拥有的网络上。因此,Solar Earn 无法保证任何数字资产的所有权或权利的转移。

### 7. 交易费

- 7.1. 与数字资产交易相关的"交易费"或矿工费可能是必要的,用户必须确保有足够的费用来完成交易。
- 7.2. 用户承认并同意,Solar Earn 不对用户因矿工费不足或完成交易所需的费用不足而导致的任何损失或交易失败承担责任。

### 8. 用户行为守则

# 8.1. 义务和禁止行为:

- 8.1.1. 用户不得使用任何虚假、冒犯性、有害、淫秽或色情、仇恨、诽谤、诋毁、辱骂、威胁或以其他方式非法或侵犯他人合法权益的内容,违反本条款规定。
- 8.1.2. 用户不得冒充其他自然人或法人,不得使用他们的身份信息或联系方式创建账户,或虚假声明或歪曲与这些人的任何关联。
- 8.1.3. 用户应文明礼貌,不得表现出刻意不友善、重复或无关的行为。
- 8.1.4. 用户不得在未经明确许可的情况下透露其他 Solar Earn 用户的可识别信息。
- 8.1.5. 用户不得使用或指使他人使用 Solar Earn 论坛,直接或间接进行法律、法规、规则或准则禁止的行为。
- 8.1.6. 用户不得干扰平台的安全功能,包括但不限于:
- 8.1.6.1. 禁用或限制使用或复制任何内容的功能。
- 8.1.6.2. 试图反向工程或试图发现平台任何部分的源代码,除非适用法律明确允许进行此类活动。
- 8.1.7. 不得使用机器人或其他方法收集、生成或以其他方式影响用户名或 电子邮件地址,也不得出售或转让用户个人资料给任何人或实体。

8.1.8. 用户不得直接或间接使用或指使他人使用 Solar Earn 或其平台从事任何法律、规则、法规或准则所禁止的目的,或违反本条款的行为。

### 9. 第三方服务

- 9.1. 用户可以与第三方进行交互,包括但不限于第三方 DApp、基于区块链的账户、第三方去中心化交易所等。为方便用户,Solar Earn 还可能将第三方应用程序如 Telegram、X 或 Discord 等整合到其平台中。
- 9.2. Solar Earn 不负责审查或评估第三方材料或网站的内容、准确性、完整性、可用性、及时性、合法性、合规性、质量或其他方面。
- 9.3. 使用第三方服务受其各自服务条款约束,而非本条款。用户需自行承担接受并遵守这些第三方服务条款及相关费用的全部责任。
- 9.4. Solar Earn 不保证、不认可或对任何第三方材料负责,并且不对用户或其他人 因使用第三方服务、网站或材料造成的任何损害承担责任。
- 9.5. 用户可能因使用第三方服务而产生费用或收费, Solar Earn 不会从中收取任何费用, 并且在任何情况下都不会因第三方收费引起的争议承担责任。

# 10. 风险承担

- 10.1. 用户承认并接受以下风险:
  - 10.1.1. 用户应承担依赖智能合约及其他实验性技术进行交易的风险。
  - 10.1.2. 这些交易依赖于包括但不限于区块链、由智能合约生成的加密代币 及与区块链网络交互的其他初步软件、应用程序和系统。这些技术 具有实验性、投机性,存在固有的风险且可能发生变化。用户自愿 承担这些风险。
  - 10.1.3. 监管区块链技术、加密货币和代币的法律制度尚不明确,新的法规 或政策可能会实质性影响 Solar Earn 的发展。用户应承担这些法规变 更带来的风险。
  - 10.1.4. 监管区块链技术、加密货币和代币的法律制度尚不明确,新的法规 或政策可能会实质性影响 Solar Earn 的发展。用户应承担这些法规变 更带来的风险。

### 11. 赔偿

- 11.1. 用户同意赔偿 Solar Earn 及其所有关联公司,针对任何/所有因以下原因引起的第三方索赔或要求:
  - 11.1.1. 用户违反本条款;
  - 11.1.2. 用户滥用 Solar Earn、其智能合约和/或平台提供的任何服务;
  - 11.1.3.违反任何法律、法规、规则、准则或政府或准政府机构的法令、法典或条例;
  - 11.1.4. 侵犯任何第三方的权利,包括但不限于知识产权、保密权、隐私权及/或宣传权;
- 11.2. Solar Earn 保留在用户承担费用的情况下,独家代理辩护的权利。
- 11.3. 用户须配合 Solar Earn 的辩护,并不得在未经 Solar Earn 书面同意的情况下与任何索赔达成和解。

### 12. 条款期限与终止

- 12.1. 本条款已经生效,直至根据本条款终止为止。
- 12.2. 如果用户违反了用户行为守则或这些条款, Solar Earn 有权在未通知用户的情况下终止其使用平台的权利并且不对任何信息丢失、损害或其他类似损失承担责任。
- 12.3. 用户可以通过联系 Solar Earn 请求终止其账户。完成该请求后,用户使用平台的权利将终止。
- 12.4. Solar Earn 保留为所有用户终止或中断服务的权利,并不因该行为对用户承担责任。如果不是因用户违反条款而导致的终止,Solar Earn 将通知用户。

### 13. 责任限制

- 13.1. 在任何情况下, Solar Earn 或其关联方都不对任何利润损失、特殊、附带、间接或后果性损害负责,无论这些损害是否基于合同、侵权、过失、严格责任或其他原因,即使 Solar Earn 的授权代表已被告知或应该知道这些损害的可能性。
- 13.2. Solar Earn 不对用户之间的任何未付款或服务不足承担责任。通过 Solar Earn 进行的任何交易或协议应视为用户之间的独立协议,Solar Earn 不对此承担任何责任。
- 13.3. Solar Earn 仅同意履行本协议、相关指示和服务条款中明确规定的职责,不会 隐含其他职责。Solar Earn 对任何协议的条款不负有任何责任,也没有义务调 查或询问合作伙伴与服务提供者之间的协议或沟通,即使该协议在平台上列 出。

- 13.4. Solar Earn 有权依赖但并不会因依赖根据本协议或合作伙伴提供的任何书面通知、指示或请求而承担责任,前提是 Solar Earn 合理地相信这些通知、指示或请求是真实的,并由适当的当事人签署或提出。Solar Earn 没有义务调查这些通知、指示或请求的有效性、准确性或内容。
- 13.5. Solar Earn 无义务催讨可能到期的任何款项或释放资金。我们可以直接或通过代理人或律师执行本协议及相关指示下的任何权力和职责(仅对选择代理人的谨慎负责),并可以咨询法律顾问、会计师或其他专业人员,由我们自行选择和聘请。如果 Solar Earn 对其在本协议或指示下的职责或权利存有疑问,或如果任何当事方提出的指控与本协议的条款或适用法律有冲突,Solar Earn 有权暂停采取任何行动。
- 13.6. 用户理解并同意,在适用法律允许的最大范围内,Solar Earn、其关联公司或任何相关实体、供应商或许可方均不对用户承担任何直接、间接、附带、特殊、惩罚性、示范性或其他任何类型的损害赔偿责任,包括但不限于利润损失、商誉损失、其他有形或无形损失。具体包括但不限于:
  - 13.6.1. 因平台而产生的任何损害;
  - 13.6.2. 第三方在平台上的行为;
  - 13.6.3. Solar Earn 采取的或未采取的任何行动;
  - 13.6.4. 人为错误或技术故障;
  - 13.6.5. 由于忘记密码、错误构建智能合约、服务器故障、服务误用或无形损失造成的任何直接或间接损害;
  - 13.6.6. 无法完全访问平台;
  - 13.6.7. 病毒、蠕虫或其他破坏性程序的引入或其他商业或经济损失;
  - 13.6.8. 任何当事人因依赖 Solar Earn 提供的延迟、错误或丢失的数据而做出的决定或采取的行动。

- 14.1. Solar Earn 不作任何声明或保证。服务按"现状"和"可用性"提供。Solar Earn 及其子公司、关联公司、相关实体、代理、代表、合作伙伴、许可方或与 Solar Earn 相关的任何实体(统称为"被赔偿方")不对由 Solar Earn 提供的材料、内容或服务作任何形式的保证。
- 14.2. Solar Earn 及所有被赔偿方明确否认与 Solar Earn 的服务或平台相关的任何明示或暗示的保证,包括但不限于: (A) 任何有关适销性、特定用途适用性、所有权、安静享有权或非侵权性的暗示保证;以及(B) 任何因交易、使用或行业惯例产生的保证。
- 14.3. Solar Earn 不保证服务或服务的任何部分,或通过服务提供的任何材料或内容将不间断、安全或无错误、无病毒或其他有害成分,也不保证这些问题会得到纠正。用户须自行承担因访问和使用 Solar Earn 或其他第三方在 Solar Earn 平台上提供的服务而可能导致的任何风险和损害。
- 14.4. 用户理解并同意,用户应自行承担因使用 Solar Earn 或其平台而导致的任何 财产损害(包括但不限于用户的计算机系统、移动设备或其他设备)、数据 丢失或任何形式的经济损失。这些责任限制在法律允许的最大范围内适用。

### 15. 不可抗力

- 15.1. 如果因不可抗力事件导致 Solar Earn 未能履行本条款中规定的任何义务, Solar Earn 不承担责任。
- 15.2. 不可抗力事件包括但不限于天灾、自然或工业灾害、疫情、恐怖主义行为、电力供应中断、内乱、军事行动、设备停机及其他无法合理预见或防止的类似情况。

### 16. 知识产权

- 16.1. Solar Earn 保留其所有知识产权及所有内容的权利、所有权和权益,包括但不限于发明、创意、概念、域名、标识、商标外观、源代码、发现、流程、标志、智能合约、应用程序、方法、软件、信息和数据,以及与 Solar Earn 平台相关的任何其他知识产权,无论这些内容是否可申请专利、可受版权保护或可作为商标保护。
- 16.2. Solar Earn 不声称对平台上与任何第三方相关的商标和/或知识产权拥有任何 权利,并且不对因使用、滥用或侵犯这些商标而引起的任何争议承担责任。
- 16.3. Solar Earn 欢迎反馈、意见、想法和/或建议("反馈")来改进平台,并且用户可直接向 Solar Earn 提供这些反馈。Solar Earn 拥有对这些反馈及其衍生作品和改进进行使用、复制、修改、创建衍生作品、商业化以及以任何方式或目的利用的专有、永久、不可撤销、免版税、可再许可和可转让的权利。Solar Earn 无须因这些反馈向用户支付任何形式的补偿。

### 17. 其他条款

- 17.1. 完整协议:本条款包含所有适用于用户的条款,并取代所有其他未记录的通信、陈述和协议。
- 17.2. 可分割性:如果本条款中的任何条款被法律判定为不可执行或无效,则仅该条款或部分条款将被视为无效,而其余条款将继续有效。

- 17.3. 转让: Solar Earn 可以随时将本条款转让给任何实体,无需通知或征得用户同意
- 17.4. 保留权利: Solar Earn 保留随时修改、更新和/或更改本条款的权利。这些更改将反映在 Solar Earn 的条款和条件中,用户继续使用平台即表示接受新的条款。

# 18. 联系信息

18.1. 如果您对这些条款有任何疑问,请随时通过电子邮件联系: admin@solar.team。

# **TERMS OF USE**

The terms of use ("Terms") contained herein govern access to and use of the website, applications, social media platforms and other services ("Services") provided by Solar Earn ("Solar Earn", "we", "us", "our", "Platform Provider") or any platform affiliated with Solar Earn including but not limited to the Website, X, (collectively referred to as the "Platforms").

These terms are binding on the Users of Solar Earn ("you", "your", "User(s)") which includes any person or entity who accesses, registers, downloads, browses, or uses in any form, general or specific, the Services provided by Solar Earn, through its Platforms.

These Terms are in addition to, and do not nullify, any other agreement between you and us or you and the Partner (as defined below) or any other applicable terms and conditions found on the Services.

The User acknowledges and agrees that the User has read the Terms carefully, understands its meaning and intent, and is aware and accepting of all the Terms contained herein and the Solar Earn Privacy Policy before using the Platforms.

If the User does not agree to the Terms or perform any/all obligations accepted under the Terms, then the User may not access or use the Services or the Platforms of Solar Earn.

#### DEFINITIONS AND INTERPRETATION

- 1.1. "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, examination, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.
- 1.2. "Affiliate(s)" means any person or entity directly or indirectly, employed or engaged on a contractual basis, or in any other similar way related to Solar Earn.
- 1.3. "Applicable Law(s)" means any and all applicable substantive and procedural laws, including but not limited to, the State of Singapore and other relevant laws applicable to the User(s).
- 1.4. "Bounties" refer to short-term tasks offered by Partners that include an attached reward for select submissions;

- 1.5. ""DApp(s)" means decentralized applications.
- 1.6. "Digital Asset" shall include but are not limited to crypto assets, non-fungible tokens ("NFT(s)"), and/or other similar digital assets held or received by the User.
- 1.7. "Gas Fee" is the pricing mechanism employed on a blockchain to compensate for the computing energy allocated to process a transaction or transfer of assets.
- 1.8. "Grants" refer to equity-free grants offered by Partners to support relevant Users and their works:
- 1.9. "Jobs" refer to as salaried tasks offered by Partners to Users to engage them on a part-time/full-time basis, for relevant services.
- 1.10. "Partner" shall refer to organizations involved in offering Projects in the form of Bounties, Grants and Jobs, or any other form of work opportunities, to the Users;
- 1.11. "Projects" shall refer to "Bounties", "Grants", and "Jobs" or any other engagements with the Partners.
- 1.12. "Solar Earn Account" means the login account of the User created with Solar Earn for the use of its Services.
- 1.13. "Service Provider" may refer to a User who may provide services upon being engaged in any Project by a Partner for the consideration of a Bounty/Job/Grant.
- 1.14. "User", may refer to "Service Provider", "Visitor", and "Partner" or any other person (individual or otherwise) who engages with and participates in Community activities and in Solar Forums;
- 1.15. "Visitor" shall include lurkers, visitors and/or readers who inter-alia browse, read and/or watch content provided by the Solar Earn and/ or engage with the Solar Earn Projects;

### 2. SCOPE

- 2.1. Solar Earn aggregates different work opportunities by Partners, for users looking for opportunities to provide their services in the form of "Jobs", "Grants", or "Bounties". The Platform connects users for short-term/long-term Projects, and the consideration for each Project shall be determined by the Partners.
- 2.2. Solar Earn acts as a platform provider, wherein the Partners enlist the scope of work for a particular Project. The Service Providers are engaged by the Partners for the execution of a Project. Solar Earn shall have no liability pertaining to any dispute, non-

payment/ non-delivery of service between the Partner and the Service Provider. If any Service Provider is engaged in any full-time job by a Partner, the liability of payment of salary/employee rights as per Applicable Law lies with the Partner, engaging the Service Provider. Solar Earn acts as a mere platform provider, and thus there exists no liability that shall be imposed upon the Solar Earn for adherence to employment/labour or contract laws.

#### 3. USER ELIGIBILITY

- 3.1. The User accessing the Solar Earn's Platforms' hereby represents and warrants that the User has completed the age of majority in their jurisdiction or eighteen (18) years of age and is competent to enter into the terms, conditions, and obligations set forth under these Terms.
- 3.2. The User further represents and warrants that if the User is between the ages of Fourteen (14) and eighteen (18), the User's parents or legal guardian have provided consent for the User to agree to these Terms. All risks related to the usage by the minors aged fourteen (14) to eighteen(18) shall be assumed by the parent or legal guardian.
- 3.3. Any User below the age of fourteen (14) is not permitted to engage with Solar Earn.
- 3.4. The User accessing the Solar Earn's Platforms' hereby represents and warrants that the User is not currently the subject of or subject to any kind of economic sanctions, including but not limited to, the United Nations Security Council Sanctions List, the list of Specially Designated National and Blocked Person maintained by the United States Treasury Department's Office of Foreign Assets Control (OFAC), The Denied Persons List maintained by United States Department of Commerce's Bureau of Industry and Security (BIS) or any similar list maintained by any other relevant sanctions authority.
- 3.5. The User shall not be eligible for using the Services if the User is located in, or is a citizen or resident of any state, country, territory, or other jurisdiction where the use of the Services would be illegal or otherwise violate any Applicable Laws.
- 3.6. The User may be required to create an account to use the Services provided by Solar Earn. The User shall not make any username that breaches the User Code of Conduct under these Terms while choosing their username.

### 4. BASIC USE REQUIREMENTS

4.1. The User shall require a compatible mobile phone, internet, or any other supported devices ("Devices") and enabling facilities that meet certain system and

compatibility requirements, which may change from time to time, to use the Services.

4.2. The User's ability to use Solar Earn and the performance of Solar Earn Services may be affected by these factors. The User agrees that the User is solely responsible for such requirements, including any applicable charges, updates, fees, and all other terms provided under the User's agreement with their Devices and/or telecommunications provider. Solar Earn shall not be responsible for any lapse of security or failed transactions due to internet issues or issues with the Device(s).

#### PAYMENTS AND FEES

- 5.1. Solar Earn may charge a fee for the Services made available to the User. Solar Earn reserves the right to change the amount of such fee at any time at their sole and absolute discretion.
- 5.2. While the Projects are listed by the Partner on the Platform, Solar Earn may provide a smart contract tool that may be used as an escrow account by the Partner in order for Solar Earn to verify the 'proof of funds'.

### 6. TRANSACTIONS

- 6.1. Any payments to be made between the Partner and the Service Provider may be made in fiat currency, or with cryptocurrency or Digital Tokens as may be agreed upon privately between the Partner and Service Provider. The User acknowledges and takes responsibility for the risks inherently involved in using cryptocurrency or Digital Tokens.
- 6.2. Payments and the associate terms thereof shall be governed by a private contract between the Partner and Service providers. No third party, including but not limited to Solar Earn, shall be made liable or impleaded in any disputes arising therefrom. The Users shall conduct their own research with respect to the terms of their payment from the Partner.
- 6.3. The Users acknowledge and agree that Partner is solely responsible for the use of any smart contract tools that may be provided by Solar Earn. Solar Earn is not responsible for the functioning and results arising out of the use of such tools by the Partner.
- 6.4. The funds shall be released from the smart contract for a particular project upon the concerned Partner's authorization in accordance with this Agreement and the applicable instructions or as required by law.
- 6.5. In the absence of specific terms to the contrary, no taxes shall be withheld from any Payments, and recipients of such payments shall be individually and fully liable to deposit tax based on the local laws applicable to them.

- 6.6. The User acknowledges that Digital Asset transactions are confirmed and recorded in the Digital Asset's associated blockchain. Such networks may be decentralized, peer-to-peer networks supported by independent third parties and the success of such transactions cannot be guaranteed by Solar Earn. After such transactions are initiated by the User, Solar Earn cannot cancel or otherwise modify User transactions.
- 6.7. Any transfer in relation to Digital Assets occurs on the relevant blockchain network and not on a network owned by Solar Earn. Therefore, a guarantee of transfer of title or right in any Digital Asset cannot be provided by Solar Earn.

#### TRANSACTION FEE

- 7.1. There may be a requirement of a 'transaction fee' or Gas fees associated with Digital Asset transactions while engaging with third-party networks. The User must ensure that the User has an adequate amount of such fee, to complete transactions.
- 7.2. The User acknowledges and agrees that Solar Earn shall not be liable for any losses or failed transactions incurred by the User due to inadequate Gas fees or translation fees required for the completion of such transactions.

### 8. USER CODE OF CONDUCT

- 8.1. Obligations and Prohibited Actions:
- 8.1.1. The User shall not use any material that is false, offensive, harmful, obscene or pornographic, hateful, defamatory, libellous, derogatory, abusive, threatening, or in any other way illegal or infringing upon the legal rights of others, in violation of this clause.
- 8.1.2. The User shall not impersonate any other natural or legal person, use their identification or contact details, create accounts in their name, or falsely state or misrepresent any association or affiliation with such persons.
- 8.1.3. Users shall be civil and respectful of other Users and shall not display any deliberately unpleasant, repetitive or irrelevant behaviour;
- 8.1.4. Users shall not reveal identifiable information about other Users of Solar Earn unless explicitly permitted by them to do so;
- 8.1.5. Users shall not use or solicit another party to use Solar Forums, directly or indirectly, for any purpose which is prohibited by their Applicable Law, rule, regulation or guideline.
- 8.1.6. The User shall not interfere with security-related features of the Platforms,

including but not limited to

- 8.1.6.1. disabling or circumventing features that prevent or limit the use or copying of any content;
- 8.1.6.2. reverse engineering or otherwise attempting to discover the source code of any portion of the Platforms except to the extent that the activity is expressly permitted by Applicable Law. Any attempt at such interference shall attract a ban from the Platforms and other actions.
- 8.1.7. The User shall not collect, generate, or affect in any way usernames or email addresses using bots or any other methods or sell or transfer the User profile to any person or entity.
- 8.1.8. The User shall not use or solicit another party to use Solar Earn or its Platforms, directly or indirectly, for any purpose which is prohibited by Applicable Laws, rules, regulations, or guidelines and/or is in violation of this clause.

#### THIRD-PARTY SERVICES

- 9.1. The User may interact with third parties in the form of, including but not limited to, third-party DApps, blockchain-based accounts, third-party decentralized exchanges, or any other similar manner. Solar Earn may also integrate third-party applications like Telegram, Twitter or Discord and/or similar apps with their Platforms for User convenience.
- 9.2. Solar Earn shall not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of third-party materials or websites.
- 9.3. The use of third-party services is governed by their respective terms of service and not by these Terms. The User bears the sole and exclusive responsibility of accepting and complying with their respective terms of service, fees, and charges.
- 9.4. Solar Earn does not warrant, endorse, or assume any responsibility for third-party materials and shall not have any liability to the User or any other person for any third-party services, websites, or other materials or products.
- 9.5. The User may incur charges or fees from third parties for the use of third-party services. Solar Earn receives no part of such charges and shall under no circumstances incur any liability arising out of or relating to such third-party charges.

#### 10. ASSUMPTION OF RISK

- 10.1. The User acknowledges and accepts the following -
- 10.1.1. The User shall assume the risks associated with transactions that rely on smart contracts and other such experimental technologies.
- 10.1.2. Such transactions rely on technology that includes but is not restricted to blockchains, cryptographic tokens generated by smart contracts, and other nascent software, applications, and systems that interact with blockchain-based networks. These technologies are experimental, speculative, inherently risky, and subject to change. The User is solely liable for undertaking such risk.
- 10.1.3. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially and adversely affect the development of Solar Earn. The User shall assume the risks associated with such regulatory changes.
- 10.1.4. Solar Earn's Services may be subject to technological interferences due to third-party actions, including but not limited to, downtime on any third-party platform accessed by the User via Solar Earn, or its Platforms; network uptime; and network interference.

#### 11. INDEMNIFICATION

- 11.1. The User agrees to indemnify Solar Earn and all its Affiliates from any claim or demand made by any/all third parties, arising out of -
- 11.1.1. User's breach of the Terms;
- 11.1.2. Misuse of any service provided by Solar Earn, its smart contracts, and/or Platforms;
- 11.1.3. Violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities;
- 11.1.4. Violation of any rights of third parties, including but not limited to intellectual property, confidentiality, privacy, and/or publicity;
- 11.1.5. Any misrepresentation of fraud on the part of the User.
- 11.2. Solar Earn reserves the right to assume, at the User's expense, the exclusive defence in any matter subject to this clause and indemnification by the User.
- 11.3. The User agrees to cooperate with Solar Earn's defence of any claim under this clause, and the User shall not, in any event, settle any claim, without the prior written

consent of Solar Earn.

#### 12. TERM AND TERMINATION

- 12.1. The Terms are effective and shall remain in force until terminated under this clause.
- 12.2. Solar Earn reserves the right to terminate the User from using its Platforms without prior notice or liability if the User is found to be in breach of the User Code of Conduct and/or these Terms.
- 12.3. In the event of such termination, Solar Earn shall not be liable for any loss of information, damage, or any other loss of similar nature.
- 12.4. The User may request the termination of their account by contacting Solar Earn. Upon completion of such request, the User's right to use the Platforms ceases.
- 12.5. Solar Earn reserves the right to discontinue or terminate Solar Earn for all Users without placing any liability on the User. In the event of such termination, not resulting out of a violation by the User, Solar Earn may notify the Users regarding the same.

#### 13. LIMITATION OF LIABILITY

- 13.1. Solar Earn or its Affiliated Parties shall not be liable under any circumstances for any lost profits or any special, incidental, indirect, or consequential damages, whether based on contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with these Terms or otherwise even if an authorized representative of Solar Earn has been advised or should have known of the possibility of such damages.
- 13.2. Solar Earn shall not be liable for any non-payment or non-adequacy of service amongst the Users. Any transaction or agreement through Solar Earn shall be treated as a separate agreement between the Parties, with no liability attributable to Solar Earn.
- 13.3. Solar Earn only agrees to perform such duties as are expressly set forth in this Agreement, the applicable instructions, and the other Terms of Service, and no other duties will be implied. Solar Earn has no liability under, and no duty to inquire as to, the provisions of any agreement, other than the Terms of Service. Solar Earn will be under no duty to inquire about or investigate any agreement or communication between Partner and Service Provider, even if listed on the Platform.
- 13.4. Solar Earn has the right to rely upon, and will not be liable for relying on, any written notice, instruction, or request furnished to us by Partner or Service Provider in accordance with this Agreement or the applicable instructions by the Partner if Solar Earn reasonably believes that such notice, instruction, or request is genuine and that it

is signed or presented by the proper party or parties. Solar Earn has no duty to inquire about or investigate the validity, accuracy, or content of any such notice, instruction, or request.

- 13.5. Solar Earn has no duty to solicit any payments or releases that may be due. We may execute any of our powers and perform any of our duties under this Agreement and the applicable instructions directly or through agents or attorneys (and will be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by us. If Solar Earn is uncertain as to its duties or rights under this Agreement or instructions, claims, or demands from any party to this Agreement that, in its opinion, has a conflict with any of the provisions of this Agreement or the Applicable Law, Solar Earn will be entitled to refrain from taking any action.
- 13.6. The User understands and agrees that, to the fullest extent permitted by applicable law, neither Solar Earn, its Affiliates, nor any related entities, suppliers, or licensors shall be liable to the User for any direct, indirect, incidental, special, punitive, exemplary or other damages of any kind, including but without limitation to damages for loss of profits, goodwill, or other tangible or intangible losses or any other damages. This includes but is not limited to:
- 13.6.1. any damage, resulting from the Platforms;
- 13.6.2. conduct of any third party on the Platform;
- 13.6.3. any actions taken by Solar Earn or failure thereof;
- 13.6.4. human errors or technical malfunctions;
- 13.6.5. any loss, damage, or injury, direct or indirect arising out of forgotten passwords, incorrectly constructed smart contracts, server failure, malfunction, misuse of service, or intangible losses;
- 13.6.6. inability to fully access the Platforms;
- 13.6.7. the introduction of viruses, worms, or other destructive programs or any other commercial or economic losses;
- 13.6.8. any decision made or action taken by any party in reliance on Solar Earn's data that is processed late or incorrectly or is incomplete or lost.

#### 14. DISCLAIMERS

- 14.1. SOLAR EARN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOLAR EARN AND/OR ITS SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, AGENTS, REPRESENTATIVES, PARTNERS, LICENSORS, OR ANY SUCH RELATED PARTY TO SOLAR EARN (COLLECTIVELY, "INDEMNIFIED PARTIES") MAKE NO GUARANTEES OF ANY KIND IN CONNECTION WITH THE SERVICES PROVIDED BY SOLAR EARN OR BY ANY OF ITS USERS.
- 14.2. SOLAR EARN, AND ALL INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO ANY/ALL MATERIAL, CONTENT, OR SERVICES MADE AVAILABLE BY SOLAR EARN, OR THE PLATFORMS OF SOLAR EARN, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.
- 14.3. SOLAR EARN DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT THOSE ISSUES WILL BE CORRECTED. THE USER SHALL ASSUME ALL RISK FOR ANY AND/ALL DAMAGES THAT MAY RESULT FROM THE USE OR ACCESS BY THE USER TO SOLAR EARNOR ANY OTHER THIRD PARTY ON SOLAR EARN PLATFORMS.
- 14.4. THE USER UNDERSTANDS AND AGREES THAT THE USER IS SOLELY RESPONSIBLE FOR ANY PROPERTY DAMAGE (INCLUDING BUT NOT RESTRICTED TO THE USER'S COMPUTER SYSTEM, MOBILE DEVICE, AND/OR ANY OTHER DEVICE USED TO ACCESS SOLAR EARN OR ITS PLATFORMS), OR LOSS OF DATA OR ANY KIND OF PECUNIARY LOSS. THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### 15. FORCE MAJEURE

- 15.1. Solar Earn shall not be liable for compensating inadequate performance of any obligations set forth in these Terms, caused due to force majeure circumstances.
- 15.2. Force majeure circumstances include but are not limited to, acts of God, natural or industrial disasters, pandemics, acts of terrorism, power supply failures, civil disorders, military operations, equipment shutdowns, and/or other similar situations that cannot be reasonably foreseen or prevented.

#### 16. INTELLECTUAL PROPERTY

16.1. Solar Earn retains the rights, titles, and interests in all of Solar Earn's intellectual

property and all content, including but not limited to, inventions, ideas, concepts, domains, logos, trade dress, source code, discoveries, processes, marks, smart contracts, applications, methods, software, information and data, and/or any other intellectual property rights associated with the Platforms of Solar Earn, whether or not patentable, copyrightable or protectable in trademark.

- 16.2. Solar Earn does not claim any right over the marks and/or intellectual properties associated with any third parties on the Platforms and shall not attract any liability in any/all disputes arising from any use, abuse, or infringement of such marks.
- 16.3. Solar Earn welcomes feedback, comments, ideas, and/or suggestions ("Feedback") for improvement of the Platforms, and such Feedback may be communicated to Solar Earn directly. Solar Earn shall have an exclusive, perpetual, irrevocable, royalty-free,

sub-licensable, and transferable license to use, copy, modify, create derivative works based upon or improvements with respect to such Feedback and otherwise exploit and commercialize the Feedback and any such derivative works and improvements in any manner and for any purpose. Solar Earn shall not owe compensation of any nature to the User for such Feedback.

#### 17. MISCELLANEOUS

- 17.1. Entire agreement These terms contain all the terms applicable to the User, and supersede all other previous undocumented communication and representation and agreements.
- 17.2. Severability If any clause here is declared unenforceable or invalid by law, then only such clause or part thereof shall be struck, and all the remaining provisions shall remain in full force and effect.
- 17.3. Assignment Solar Earn may assign these Terms at any time to any entity without notice or consent to the Users
- 17.4. Rights Reserved Solar Earn reserves the right to modify, update and/or change the Terms contained herein from time to time. Such changes shall be reflected in the Terms and Conditions of Solar Earn, and continuing usage shall imply acceptance of the new Terms.

#### 18. CONTACT INFORMATION

18.1. If you have any questions about these Terms, feel free to write or contact us at admin@solar.team.