

Terms & Conditions

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Please read carefully these Terms and Conditions (hereinafter – the “Terms”) before using a website <https://techbench.me/> (hereinafter – the “Website”), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you want to participate in the upcoming TechBench Token Generation Event (hereinafter – the “TGE”), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or receive TBCH tokens.

1. DEFINITIONS

1.1 Agreement – these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).

1.2 Ethereum or ETH – is an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality. It provides a decentralized Turing-complete virtual machine, the Ethereum Virtual Machine (EVM), which can execute scripts using an international network of public nodes.

1.3 Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.4 TechBench Token Generation Event – period of time from September 1, 2017, to December 30, 2017, when the User is able to receive TBCH TOKENS.

1.5 TBCH TOKENS – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the TechBench Ecosystem (system, not legal entity). Though TBCH TOKENS are similar to securities, they are not and shall not be considered as such.

1.6 User – anyone who uses the Website, with or without prior registration.

1.7 Website Owner, TechBench Foundation, Company, we, us – first tokenized closed-end fund designated to Blockchain assets; TechBench Foundation, a company, that will be registered under the laws of Singapore. In no way shall (company) be deemed a partner, employer or agent for any User or providing any financial services thereto.

2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of receiving the TBCH TOKENs.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;
- the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6 By using this Website, you covenant, represent, and warrant that:

- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their receiving and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;
- you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.7 You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your receive or use of any amount of the TBCH TOKENs exist under the applicable law, we persistently recommend you not to use this Website and not to receive TBCH TOKENs.

3. DISTRIBUTION OF TBCH TOKENS

3.1 You may receive the TBCH TOKENs within the period of TechBench Token Generation Event set out herein and after on different exchanges.

3.2 During the TGE, the Website Owner is going to generate 60,000,000 TBCH TOKENs. During the TGE, one TBCH TOKEN equals to 0.001 in ETH.

3.3 The TBCH TOKENs Holders will receive a part of service platform commission in ETH, which is levied from platform clients when they send ETH to development teams through platform. A part of ETH from the project turnover is distributed between the holders of the token.

3.5 Any User who wants to receive the TBCH TOKENs shall accept these Terms & conditions.

3.6 The Website does not accept fiat currency and does not sell anything in any form. In order to receive TBCH TOKENs with legal tender user shall use Ethereum (ETH).

3.7 The TBCH TOKENs received hereunder may be transferred by the User at any time after the TGE via cryptocurrency exchanges if the TBCH TOKENs are listed in any.

3.8 BY RECEIVING TBCH TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES.

3.9 YOU ARE ONLY ALLOWED TO RECEIVE TBCH TOKENS IF YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NOT VIOLATING/OR IN VIOLATION OF THE LAWS IN YOUR JURISDICTION OF RESIDENCE.

4. THIRD-PARTY WEBSITES AND SERVICES

4.1 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 by the TechBench team. In addition, the TechBench Team does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or this service in such context.

4.2 The TechBench assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

5. INDEMNIFICATION

5.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the TechBench Foundation and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the TechBench Foundation arising out of a breach of any warranty, representation, or obligation hereunder.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

6.1 THIS WEBSITE AND THE TBCH TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND RECEIVING OF ANY AMOUNT OF THE TBCH TOKENS AND THEIR USE.

6.2 YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER-WISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE TBCH TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6.3 YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RES- PONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE TBCH TOKENS. THE WEBSITE OWNER SHALL NOT PROVIDE THE USER REFUND POSSIBILI- TIES (PAYOUT LIQUIDITY) FOR RECEIVED TBCH TOKENS. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTY IN ANY WAY THAT THE TBCH TOKENS MIGHT BE RESIEVED OR TRANSFERRED DURING OR AFTER THE TGE.

6.4 THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFOR- MATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER 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.

8. DISPUTE RESOLUTION

8.1 Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the [IACC Arbitration Rules] (https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC) in the version in effect at the time of the filing of the claim. And unless the parties agree otherwise in writing:

- The language to be used in the arbitral proceedings shall be: English
- The arbitral tribunal shall decide ex aequo et bono.

8.2 Any dispute arising out of or related to this agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

9.2 Assignment. The TechBench Foundation may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the TechBench, which the TechBench may withhold at its sole discretion, shall be void.

9.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

9.4 The User may send any questions regarding the use of the Website, TBCH TOKENs or regarding this Agreement via e-mail to team@techbench.me