

Buzcafe

Terms & Services

Last Updated: 11/09/2019

The **Era Swap Foundation OU** is a group of developers and technology professionals who are passionate about the potential of decentralized applications. It does not own or lead the **BuzCafe (“BuzCafe”)** but rather supports and develops the Peer to Peer, free, open-source & decentralize applications. www.buzcafe.com

In no way are the owners of, or contributors to, the Website responsible for the actions, decisions, or other behavior that has taken or not taken by a user in reliance upon the Website. Users not authorized and nor should they rely on the Website for any legal advice, business advice, or advice of any kind. Users should act at their own risk in reliance on the contents of the Web interface.

BuzCafe makes no warranties or representations, express or implied, on products offered through the platforms. **BuzCafe platform** does not collect, hold, or store keys, account information, or passwords. It does not collect data passively, does not monetize the collection of data, and does not use your data for marketing or advertising.

Users are solely responsible for maintaining the security of your Private Keys. Users must keep Private Key access information secure. Failure to do so may result in the loss of control of Era Swap (ES) tokens associated with your Account.

Terms & Scope

Before using the Website, the User must read the [Whitepaper](#), the Website policies, and all linked information.

Whitepaper link: https://eraswaptoken.io/pdf/eraswap_whitepaper.pdf

Users must read and accept all of the [Whitepaper](#) terms & conditions, Privacy, and all Website policies. By accepting this as you access our Website, you agree that this will apply whenever the user uses the Website.

BuzCafe may, from time to time, and without notice, change or add to the Website or the information, products or services described in it. However, we do not undertake to keep the Website updated. BuzCafe is not liable to users or anyone else if any error occurs in the information on the Website or if that information is not current.

Arbitration and Governing Law

You agree to submit any dispute arising out of or relating to these Terms of Use or the use of the Website, including disputes arising from or related to the interpretation, violation, invalidity, non-performance, or termination of these Terms of Use, to final and binding arbitration in accordance with the Rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry in force on the date on which the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one, the seat of arbitration shall be the city of Tallinn in Estonia, and the arbitral proceedings shall be conducted in English. You agree to

arbitrate in your capacity only - not as a representative or member of a class - and you expressly waive any right to file a class action or seek relief on a class-action basis. Furthermore, unless you and the Platform agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative of the class proceeding. All arbitration proceedings are strictly confidential unless both you and The Platform agree otherwise in writing. These Terms of Use will be governed by and construed following the laws of Estonia, without giving effect to its conflict of law's provisions. You agree that the Platform may, without further notice to you, record any telephonic communications between you and any Platform personnel and agree that such conversations are admissible as evidence in any dispute between us.

Release and Indemnification

You agree to defend, indemnify, and hold harmless the Platform, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) Your violation of these Terms of Use;
- (b) Your use of the BuzCafe Platform, including use that results in any Peer to Peer Exchange of Services using any token Peer to Peer Exchange of Services & token lending protocols;
- (c) Any User Submissions made by you; or
- (d) your violation of any other party's rights or applicable law.

If you have a dispute with any counterparty to any Peer to Peer Exchange of Services you enter into through BuzCafe Platform, you release the Platform, its affiliates and service providers, and each of their respective officers, directors, agents, employees, and representatives from any and all claims, demands, and damages (actual, consequential, or otherwise) of every kind and nature arising out of or connected with such disputes.

Peer to Peer Exchange of Services Maintenance

You are solely responsible for maintaining your private keys and monitoring the Peer to Peer Exchange of Services on the underlying protocols. We are not responsible for your failure to adequately monitor your Peer to Peer Exchange of Services, which may result in your failure to make timely payments. We are also not responsible for any failures on the underlying protocols or the Ethereum blockchain, including, but not limited to, network failures, inaccurate price feeds, coding errors or hacking attempts, which may result in your losing any or all of the tokens that are part of the Peer to Peer Exchange of Services you entered through BuzCafe Platform. We have no obligation to send you any notifications, including reminders regarding payment status. You should not rely on any such notifications, if any, and your reliance on any such communications from us is at your own risk.

Use of Information Provided by You

We can use User Submissions to contact you about our products or services. We will use User Submissions following our Privacy Policy. You understand, represent and agree that any User Submission is submitted voluntarily and is not confidential or proprietary and that your User Submission does not establish a relationship between you and us. You grant the Platform and

its sub-licensees a worldwide, royalty-free, non-exclusive, transferable, perpetual and irrevocable license to use, commercialize and implement the ideas contained in, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Submissions, except as otherwise prohibited by applicable law or these Terms of Use. You waive any right to compensation of any type for your User Submissions. You represent and warrant that you have all of the rights necessary to grant the rights in this Section and that the use of User Submissions by us does not violate any law. You may not post to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that may constitute or encourage a criminal offense, violate the rights of any party or that may otherwise give rise to liability or violate any law.

Identity Verification

At our request, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You may need to complete certain verification procedures before you are permitted to use the BuzCafe Platform. Your access to the BuzCafe Platform and the limits that apply to your use of the BuzCafe Platform may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your legal first and last name, date of birth, country of nationality, address (including city, postal code, country), email address, and other documentation (including, but not limited to, acceptable government-issued photo identification). In providing us with any information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crimes, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit agencies, anti-fraud services, federal or governmental agencies or similar service providers and related regulatory agencies and that these third parties may respond to our inquiries in full. We reserve the right to modify our verification process, including our KYC and AML verification processes, from time to time. Additionally, we may require enhanced due diligence or require you to wait some amount of time after completion of a Peer to Peer Exchange of Services, before permitting you to further use BuzCafe Platform.

BuzCafe Platform

The Website provides a platform (“BuzCafe Platform”) to access certain smart contracts and protocols on the Ethereum blockchain, including token lending protocols and other protocols. However, the Platform:

- (a) is not a party to any contract, including any debt agreements, entered into by users of BuzCafe Platform;
- (b) does not act as a lender or make loans through use of BuzCafe Platform, the Website, or any token lending protocols;

(c) is not a regulated marketplace, exchange, or intermediary of any kind; and
(d) except as outlined in these Terms of Use, does not otherwise enter into any agreements with or commit to any obligations to any user of the BuzCafe Platform or Website.

We do not own or control the underlying software protocols which govern the origination and funding of loans related to Peer to Peer Exchange of Services entered into through the BuzCafe Platform ("Peer to Peer Exchange of Services"). By using BuzCafe Platform, you acknowledge and agree that:

(i) we do not take responsibility for operations of the underlying protocols and that we make no guarantee of their functionality, security, or availability and

(ii) the underlying protocols are subject to changes in operating rules and that such changes may materially affect the value and function of the related Peer to Peer Exchange of Services.

SCOPE OF SERVICES:

1. (ES) tokens from Customers for Services / Products purchased by them (Customers) from the Merchant Peer to Peer.
2. BuzCafe hereby grants Merchant a right to access and use the Eraswap token Peer to Peer. and to utilize systems, and/or communication links furnished by BuzCafe following this Terms of Service and any other implementation and use requirements provided to Merchant by BuzCafe from time-to-time.
3. BuzCafe facilitates individuals and merchants in accepting payments initiated by their customers on their website or mobile application directed to the BuzCafe website
4. BuzCafe is a software application. BuzCafe will act as an intermediary of escrow wallet for enabling the Customers to make payment for the Peer to Peer Exchange of Services carried, using BuzaCafe Services.
5. These Peer to Peer Exchange of Services are between Users and Merchants. Buzcafe is only acting as an intermediary
6. Merchant shall display the QR Code at a significant location where it is easily visible to customers
7. In the Peer to Peer Exchange of Services between the Merchant and the Customers, BuzCafe shall not be responsible for any defect in goods/services sold/provided by the Merchant. BuzCafe shall not be deemed to be a party in respect of any such Peer to Peer Exchange of Services. Any and all disputes, subject to the other provisions of this Agreement, between the customers and Merchant in respect of any goods/services sold/provided by Merchant shall not require BuzCafe to be a party to any such dispute except where the dispute between BuzCafe and the Customer has arisen by the acts and omission of BuzCafe
8. BuzCafe shall have no liability for any failure to provide or delay in providing the Services following the terms of this Agreement to the extent such failure or delay results

from the failure of the Merchant to comply with terms or the Merchant has otherwise caused or contributed to the failure (by act or omission)

9. BuzCafe reserves the right to amend, modify or change the Services documentation at any time. Merchant shall not use the Services in any manner, or in furtherance of any activity that may cause BuzCafe to be subject to investigation, prosecution, or legal action.
10. Merchant use of third party products and services shall be governed by and subject to a separate third-party product, service, and software and/or license agreements. BuzCafe shall not be a party to such third party agreements and does not warrant or guarantee any third-party product or service.
11. Merchant will not engage in any activity, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, BuzCafe
12. Merchant & buyers will not engage in any activity, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, BuzCafe.
13. Merchant shall ensure to keep confidential, all information submitted by the Customers to you. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to the interests of the Customer. Merchant shall use the Customer data only to complete the Peer to Peer Exchange of Services for which it was furnished, and shall not sell or otherwise furnish such information to any third party. Users shall be liable to comply with existing data privacy regulations from time to time.
14. Merchant shall be responsible to resolve all customer disputes

Service & Registration fees

- There will be a platform fuel fee of 0.25% for Peer to Peer Exchange of Services done by the Buyer for ES users.
- There is an exit fee of 0.30%% from Buzcafe on withdrawal of ES.
- Some of the Services require Users to pay a charge or fee, as described in the specific conditions included where those Services are offered. Users & Merchants agree to pay all fees. Unless otherwise noted, all currency references are in Digital assets. The fees & charges are subject to change at any time.

User Rules & Regulations

1. All users using services agree & warrant that they not a national, citizen, permanent resident or resident of a prohibited jurisdiction. All members represent and warrant to the Platform that if they are national, citizen, permanent resident or resident of the country or region designated as a prohibited jurisdiction, in line with the guidance from international monitoring bodies such as the Financial Action Task Force (FATF), the person concerned shall not use or will not have access to the Service. Users will not use the Service while staying in the prohibited jurisdiction.

The list below states the prohibited jurisdictions: (subject to change as guidelines)

- a) Yemen
 - b) Sri Lanka
 - c) Ethiopia
 - d) Syria
 - e) Trinidad and Tobago
 - f) Tunisia
 - g) Pakistan
 - h) Serbia
 - i) Bahamas
 - j) Botswana
 - k) Ghana
 - l) Cambodia
 - m) Iran
 - n) North Korea
2. Users have ascertained that they have reached the majority age and possess the capacity to form a binding contract and have the full capacity to accept the Terms mentioned on the site & in this document, use any Services and conduct any Peer to Peer Exchange of Services on the Website.
 3. Users agree that they have provided Platform with accurate, true and complete information about them
 4. Users agree to access the website and all activities being conducted thereon are and will be in full compliance with all relevant laws, regulations, regulatory documents, and various policies of the Platform. In particular, any Digital assets you bring on to the Website are legally obtained by you and are not derived from and will not be used for any criminal, fraudulent, terrorism or money laundering activity. All members will be required to comply with the Know Your Customer (KYC), Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT) norms concerning the global standards.
 5. Users agree & warrant that all the digital assets (of any types) use to trade on the Website were legally obtained and are legally owned by them or they are validly authorized to carry out any Peer to Peer Exchange of Services using such digital assets.

6. Users agree & warrant that they have and will continue to abide by any relevant laws or regulations in their respective jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes, if applicable.
7. Users agree & warrant that they have not been suspended or removed from any other exchanges (including digital assets exchange or other financial trading platforms) for any reason.
8. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advice before using any Services and have made an independent judgment irrespective of any advertisements published by the Platform in their decision to enter into any Peer to Peer Exchange of Services.
9. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alters your IP address from that of your physical location.

Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

No Liability for Third-Party Services and Content

In using BuzCafe Services, the user may view content or utilize services provided by third parties, including links to web pages and services of such parties ("Third-Party Content"). BuzCafe does not control, endorse, or adopt any Third-Party Content and will have no responsibility for Third-Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable in the users jurisdiction. Besides, your dealings or correspondence with such third parties are solely between User and the third parties. BuzCafe is not responsible or liable for any loss or damage of any sort incurred because of any such dealings and users understand that the use of Third-Party Content, and user's interactions with third parties, is at users own risk.

Account Registration

Users need not use an Ethereum blockchain account provided, and you can create an account independently of the Service. If you would like to use part of the Service, you must create an Era Swap Wallet account. When you create an Account, Users are strongly advised to take the following precautions, as failure to do so may result in loss of access to, and/or control over, your Account: (b) Provide accurate and truthful information; (c) maintain the security of their Account by protecting Account password and access to computer and Account; Users hereby accept and acknowledge that they take responsibility for all activities that occur under their account and accept all risks of any authorized or unauthorized access to their account, to the maximum extent permitted by law. Users acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present

risks to the Services that Users use and their Account, which could result in the theft or loss of your property. By using the Service or accessing BuzCafe Content, Users acknowledge these inherent risks.

Account and Private Keys.

Users agree to create an Account through BuzCafe Service, It generates an asset private and public key pair that are provided solely to Users and completely owned by Users; provided however that BuzCafe does not store passwords or Private Keys of users. BuzCafe never has access to Users Private Key and does not custody any Private Keys on the User's behalf, and therefore, assumes no responsibility for the management of the Private Key tied to Users Account. The Private Key uniquely matches the Account name and must be used in connection with the Account to authorize the transfer of Eraswap (ES) from that Account. Users are solely responsible for maintaining the security of your Private Keys. Users must keep Private Key access information secure. Failure to do so may result in the loss of control of Era Swap (ES) tokens associated with your Account.

No Password Retrieval.

BuzCafe does not receive or store Users Account password or Private Keys. Users Private Key is their own and Users are solely responsible for their safekeeping. BuzCafe cannot assist Users with Account password retrieval, reset, or recovery. Users are solely responsible for remembering their Account password. If Users have not safely stored a backup of any Account and password pairs maintained in their Account, User accept and acknowledge that any Era Swap (ES) token you have associated with such Account will become permanently inaccessible if users do not have their Account password.

Accuracy of Information

Users represent and warrant that any information users provide via the Services is accurate and complete. Users accept and acknowledge that BuzCafe is not responsible for any errors or omissions that users make in connection with any Peer to Peer Exchange of Services initiated via the Services, for instance, if users mistype an Account name or otherwise provide incorrect information. BuzCafe strongly encourages a user to review their Peer to Peer Exchange of Services details carefully before completing them via the Services.

No Cancellations or Modifications

Once Peer to Peer Exchange of Services details have been submitted on BuzCafe Services, The Services cannot assist you to cancel or otherwise modify your Peer to Peer Exchange of Services details. BuzCafe has no control over the blockchain and cannot facilitate any cancellation or modification requests.

Taxes

It is Users responsibility to determine what, if any, taxes apply to the Peer to Peer Exchange of Services users for which Users have submitted Peer to Peer Exchange of Services details via the Services, and it is Users responsibility to report and remit the correct tax to the appropriate

tax authority. Users agree that the BuzCafe is not responsible for determining whether taxes apply to blockchain Peer to Peer Exchange of Services or for collecting, reporting, withholding, or remitting any taxes arising from any Peer to Peer Exchange of Services on BuzCafe.

No Right to Cancel and/or Reverse Era Swap (ES) Peer to Peer Exchange of Services

If users use a Service to which Era Swap (ES) is transacted, Users will not be able to change their mind once users have confirmed that you wish to proceed with the Service or Peer to Peer Exchange of Services.

Discontinuation of Services.

BuzCafe may, in the sole discretion and without cost to users, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of their services. Users are solely responsible for storing, outside of the Services, a backup of any Account and Private Key that users maintain in their Account. If Users do not maintain a backup of your Account data outside of the Services, you will be may not be able to access BuzCafe.

Suspension or Termination of Service.

BuzCafe may suspend or terminate Users access to the Services in its sole discretion, immediately and without prior notice, and delete or deactivate users BuzCafe account and all related information and files in such without cost to the user, including, for instance, if user breach any term of this Agreement. In the event of termination, user's access to the funds in user account will require users access to the Ethereumvia the command line API or third party tool and will require users to have access to the backup of their Account data including their Account and Private Keys.

User Conduct

When accessing or using the BuzCafe Services, user agrees that they will not commit any unlawful act and that users are solely responsible for their conduct while using the Services. Without limiting the generality of the foregoing, Users agree that they will not:

1. Use of BuzCafe Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
2. Use of BuzCafe Services to pay for, support or otherwise engage in any activity prohibited by law, including, but not limited to illegal gambling, fraud, money-laundering, or terrorist financing activities.
3. Use or attempt to use another user's account without authorization;
4. Attempt to circumvent any content-filtering techniques we employ or attempt to access any service or area of our Services that you are not authorized to access. Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;

5. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

Disclaimers

The Services and the BuzCafe Content are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and any warranties implied by any course of performance or usage of trade. **ComputeExOU** does not represent or warrant that the Service and the BuzCafe: (a) will be secure or available at any time or location; (b) is accurate, complete, reliable, current, or error-free or that any defects or errors will be corrected; and (c) are free of viruses or other harmful components. Users' use of the BuzCafe Service and Content is solely at User's own risk. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

Reliance on Information Posted

We do not warrant the accuracy, completeness, or usefulness of any information presented on or through the Website. The availability of a Transaction through the BuzCafe Platform is not an endorsement of any such Transaction by the Company. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. Nothing on this Website or the BuzCafe Platform constitutes:

- (a) advice or a recommendation of any kind (legal, financial or otherwise); or
- (b) an indication of results that may be achieved.

Please consult with professional advisors in connection with your use of the Website. The content on this Website is updated frequently, including based on interaction with users of the Website, but the Website's content is not necessarily complete or up-to-date. Any of the materials on the Website may be out of date at any given time, and we are under no obligation to update such materials. These Terms of Use and the Website do not constitute an offer to sell or solicitation of an offer to buy securities.

Modifications to the Service

Era Swap Foundation OU reserves the right to modify or discontinue, temporarily or permanently, the Service, or any features or portions of the Service, without prior notice. Users agree that Era Swap Foundation OU will not be liable for any modification, suspension, or discontinuance of the Service

Termination

Era Swap Foundation OU has reserved the right, without notice and in our sole discretion, to terminate User's access and use of the Service, which includes, BuzCafe, and to block or prevent User's future access to, and use of, the Service that BuzCafe provide.

Severability

If any term, clause, or provision of this Agreement is deemed to be unlawful, void or for any reason unenforceable, then that term, clause or provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Changes

This Agreement is the entire agreement between you and concerning the Service. It supersedes all prior or contemporaneous agreements. Era Swap Foundation OU may modify this user agreement at any time. If Era Swap Foundation OU make changes to this agreement that materially affect your rights, it will provide notice and keep this edition available as an archive on BuzCafe. By continuing to use the Services after a change to this agreement, Users agree to those changes.

The Platform, therefore, is not liable or otherwise responsible for the Peer to Peer Exchange of Services, damages, or liabilities arising out of use of any BuzCafe Platform or Peer to Peer Exchange of Services entered into (or attempted to be entered into). You agree that we have no fiduciary duty to you and no liability in connection with and are not responsible for any liabilities, claims, damages, costs and/or expenses, including attorneys' fees, incurred in connection with your taking or not taking any action based upon any information provided by us.

Disclaimer

THE WEBSITE AND THE PLATFORM HAVE NO RESPONSIBILITY RELATED TO ANY LENDING OR BORROWING OF TOKENS OR DIGITAL ASSETS. YOU ACKNOWLEDGE THAT THE LENDING AND BORROWING OF TOKENS AND DIGITAL ASSETS AND ACTIVITIES RELATED TO SUCH LENDING AND BORROWING INVOLVE SUBSTANTIAL RISK, INCLUDING THE POSSIBILITY OF COMPLETE LOSS OF ALL VALUE ASSOCIATED WITH THE TOKENS, DIGITAL ASSETS, AND COLLATERAL. YOU ASSUME ALL SUCH RISK.