

POLYGON.IO, INC.

WEBSITE TERMS OF SERVICE

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Please note that these Terms are in addition to any other terms of service or separately executed agreement between you and Polygon that govern your use of the software, products, services, content, tools, and market data provided by Polygon (which, in the event of a conflict with these Terms and conditions, shall govern).

If you do not agree to these Terms, do not use the Site or download any materials from it. If you do not agree to these Terms, or if you cannot remain in compliance with these Terms, you may not access or use the Site. If you are accepting these Terms on behalf of a legal entity other than yourself as an individual, including a business or a government body, you represent and warrant that you have full legal authority to bind that entity to these Terms.

1. License

As long as you are in compliance with these Terms and other applicable Polygon policies, we grant to you a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Site, and to access and receive services that are intended for public display or access. Any rights not explicitly granted to you in these Terms are strictly withheld and reserved by Polygon.

You agree that: (a) you will not copy or distribute any part of the Site or services in any medium without our prior written authorization, except as is necessary to your normal use of the Site; (b) you will not alter or modify any part of the Site other than is necessary to use the Site for its intended purposes; and (c) you will otherwise comply with these terms and all other applicable Polygon policies.

2. Intellectual Property

Unless otherwise noted, product names, designs, logos, titles, text, images, audio, video, and other content within the Site are the trademarks, service marks, trade names, copyrights or other property of Polygon (“**Polygon’s Intellectual Property**”) or its third party content providers (“**Third Party Intellectual Property**”). The “look” and “feel” of the Site (including color combinations, layout, design, and all other graphical elements) are protected by U.S. copyright and trademark law. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Polygon’s Intellectual Property or Third Party Intellectual Property displayed on the Site without the written permission of Polygon. All rights in and to the Site and its content are retained by Polygon. You acknowledge and agree that the contents of the Site, including Polygon’s Intellectual Property and Third Party Intellectual Property, are protected by the copyright laws of the United States and other foreign jurisdictions.

3. User Submissions

Any content, material, information, or other communication, including, without limitation, data, questions, comments, feedback, suggestions, or the like (collectively, the "**Communications**"), that you transmit or post to the Site will be considered non-confidential and non-proprietary. If you transmit or post any Communications to the Site, you grant Polygon a world-wide, royalty free, fully paid, perpetual, irrevocable, and fully assignable, transferable and sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, display, and otherwise exploit those Communications throughout the world in any form, media, or technology, whether now known or hereafter devised or developed. Polygon will have no obligations in connection with any of the Communications, including, to the extent permitted by law, any obligation to retain or provide you with copies of your Communications or to guarantee any confidentiality with respect to your Communications.

Furthermore, any Communications, including all data, images, sounds, text, and other things embodied therein, may be edited by or on behalf of Polygon, may or may not be posted to the Site and may be used by Polygon for any purpose, including, reproduction, disclosure, distribution, transmission, publication, broadcast and posting, all at the sole discretion of Polygon. The Communications may be used by Polygon for any and all commercial or non-commercial purposes including, but not limited to, developing, manufacturing, and marketing products using this information.

4. Linking to the Site

Subject to these Terms, you may link to the homepage of the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Site in any website that is not owned by you. The Site may not be framed on any other site, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on the Site other than that as set out above, please contact support@polygon.io.

5. Acceptable Use

You are prohibited from:

- Using the Site in any way that violates applicable laws or regulations;
- Using Polygon content in a manner that competes with Polygon products or could serve as a substitute to or otherwise diminish the value of any Polygon product;
- Using Polygon content on any site or in any way that could reasonably damage Polygon's brand or reputation, including on any site that demeans or harasses any person on the basis of that person's immutable or protected characteristics, pornography sites, sites that violate any person's intellectual property rights, or sites that engage in unlawful activity;
- Posting or transmitting to the Site any Communications that are unlawful, threatening, libelous, defamatory, obscene or pornographic or that would otherwise violate any law;
- Posting or transmitting any Communications that could constitute or encourage conduct that would be considered harmful, fraudulent, infringing, offensive, illegal or give rise to civil liability;
- Posting or transmitting any Communications that contain any viruses, worms, malware, Trojan horses or other harmful, destructive or contaminating content;
- Posting or transmitting any unsolicited messages, promotions, advertising, or solicitations (like "spam") or that is machine- or randomly-generated;



- Copying, modifying, publishing, transmitting, distributing, transferring, selling, creating derivatives of, or in any way exploiting, any material accessible through the Site not submitted or provided by you, including by use of any robot, spider, scraper, scripting, deep link or other similar automated gathering or extraction tools, program, algorithm or methodology, unless you obtain Polygon's prior written consent;
- Using the Site to advertise, market, sell or otherwise promote any commercial enterprise that you own, are employed by or are otherwise compensated by, either directly or indirectly;
- Using the Site in any way to violate the security or integrity of any network, computer or communications system, software application, or network or computing device or otherwise attempt to disrupt or tamper with Polygon servers;
- Modifying, adapting, translating, copying, reverse engineering, scraping, crawling, decompiling, or disassembling any portion of the Site;
- Attempting to probe, scan, or test the vulnerability of a system or network of the Site or attempting to breach security or authentication measures without proper authorization;
- Taking any action that imposes, or may impose, in Polygon's sole discretion, an unreasonable or disproportionately large load on our infrastructure,
- Attempting to gain unauthorized access to any of the Site or other accounts through hacking, password mining or other means; or
- Using or encouraging, promoting, facilitating, or instructing others to use the Site in any matter not explicitly permitted under these terms.

6. Right to Monitor the Site

Polygon has the right (but not the obligation) to monitor activity on the Site and investigate any violation of this Agreement or misuse of the Site. If you become aware of any violation of these Terms or misuse of the Site, you must immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. Polygon will cooperate fully with any law enforcement authorities or court order requesting or directing Polygon to disclose the identity of or help identify or locate anyone posting any information or materials. Polygon further has the right (but not the obligation) to refuse or remove any Communications from this Site or terminate or deny access to and use of the Site for any reason. Polygon is under no obligation to enforce these Terms on your behalf against another user. Polygon reserves the right to take appropriate action in its sole discretion.

7. Links to Other Materials

The Site may contain links to the websites of third parties on which you may be able to obtain information or use services. The linked sites are not under the control of Polygon, and Polygon is not responsible for the content, including, without limitation, the truthfulness or accuracy of any statement or other content, of any linked site or any link contained in a linked site. Polygon reserves the right to terminate any link or linking program at any time. Polygon has not reviewed all the information contained in the linked sites and does not endorse the companies, products, or sites to which it links and reserves the right to note throughout the Site. If you decide to access any of the third-party sites linked to the Site, you do this entirely at your own risk.

8. Privacy

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9. References to Financial Assets

The Site contains information, including, without limitation, statements and statistics that have been obtained from sources believed to be reliable but are not guaranteed as to accuracy or completeness. References to any specific financial asset or investment advice of any kind do not constitute an offer to buy or sell financial assets and are not intended to constitute investment advice of any kind.

10. Indemnification

You agree to indemnify, defend, and hold harmless Polygon, its third-party suppliers, and their respective directors, officers, employees, and agents from and against any and all claims, costs, liabilities and expenses (including attorneys' fees) arising out of your use of the Site, including but not limited to your violation of these Terms. Polygon reserves the right, at your expense, to control the defense of these claims. You agree not to settle any claims without Polygon's written consent. You agree to notify Polygon immediately in writing of any claims. This defense and indemnification obligation will survive these Terms and your use of the Site.

11. Disclaimer and Limitation of Liability

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THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW, AND ARE VOID WHERE PROHIBITED.

12. Termination

Polygon may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effectively immediately. If you wish to terminate these terms, or your user account (if you have one), you may simply discontinue using the Site. All provisions of these terms which by their nature should survive termination shall survive, including, without limitation, intellectual property ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. Modifications

Polygon may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

14. General

Except to the extent applicable law provides otherwise, these Terms, any access to or use of the Site, will be governed by the laws of the State of Georgia within the United States of America, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Atlanta, Georgia. If any part of these Terms is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive term or condition or any subsequent breach thereof. You may not assign or otherwise transfer your rights under these Terms to any party, including by operation of law. Polygon may assign or otherwise transfer its rights under these Terms without condition. These Terms will be binding upon and will inure the benefit of the parties, their successors and permitted assigns.