

This terms define terms of use of ArchiCoin smart contract and tokens on the decentralized distributed Ethereum blockchain.

Nature and use of smart contract and tokens.

ArchiCoin smart contract (hereinafter 'smart contract' or 'software') is a software deployed and working on the decentralized distributed Ethereum blockchain (hereinafter 'Network').

This software was initially developed and deployed by ArchiCoin (hereinafter "Company," "we," or "us").

ARCHI tokens (hereinafter 'tokens') are part of the software and ensure its interaction with the Network.

By using smart contract, including it's tokens you expressly acknowledge and represent that you (hereinafter 'User' or 'you') have carefully reviewed and accepted this agreement between you as a User and the Company.

THE SOFTWARE, INCLUDING TOKENS IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR TOKENS.

Dispute resolution

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.

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

Force majeure

The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Other provisions

These agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at decentralized@archicoin.io and immediately stop using software. Do not use software until you agreed upon this agreement and terms of use.