kryll.io

Terms and conditions

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LEGAL NOTICE

Kryll.io is owned and operated by CRYPTENSE, a simplified joint-stock company (SAS) registered in the Grasse Trade and Companies Register under number 830 726 790, VAT identification number FR 25830726790, with a share capital of 1,231.50 euros and located at 312, chemin du Caladou in Valbonne (06560), France

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1. Definitions

1. Where drafted in upper case, the following definitions are applicable to the entire T&Cs.

Account	refers to the dedicated and individualized digital space of a User in the Software.
API	refers to the application programming interface programmed by Kryll enabling the connection and the exchange of data between the Software and the Exchange.
Crypto-asset	refers to any digital asset operating on a blockchain, such as a (i) utility token (e.g., the $KRL token) or (ii) a digital asset designed to work as a medium of exchange (e.g., bitcoins).
Exchange	refers to a Crypto-asset trading online service connected to the Software through the API.
Kryll	refers to Cryptsense, a simplified joint-stock company ("SAS") registered in the Grasse trade and companies register under number 830 726 790, with a share capital of 1,231.50 euros and located at 312, chemin du Caladou in Valbonne (06560), France.
$KRL	refers to the KRYLL utility token issued by Kryll.
Marketplace	refers to the intermediation online service inside the Software connecting Publishers and Users/Subscribers.
Marketplace Services	refers to the Software functionalities connecting Users and Publishers, enabling, in particular, the ability for Publishers to offer Strategies on the Marketplace and the ability for Subscribers to subscribe to Strategies.
Parties	refers to the Users and Kryll.
Publisher	refers to a User using the Software to provide Strategies of his own to other Users through the Marketplace Services.
Publisher Terms	refers to the dedicated additional and separate agreement concluded between Kryll and a Publisher for the publication of Strategies on the Marketplace.
Service(s)	refers to the services described in Section 7 provided by the Software, including the Marketplace Services and the API.
Software	refers to the online software developed by Kryll, accessible through the Website and granting access to the Services.
Servers	refers to the data storage and computation servers made available by Kryll to the Users in the Software.
Self-Execution	refers to the automatic execution processing of a Strategy run by Users/Subscribers with the Software.

Strategy	refers to the investment strategy on Crypto-assets proposed by a Publisher on the Marketplace and executed by the Users/Subscribers on an Exchange through the API.
Subscriber	refers to a User who subscribed to a Publisher Strategy through the Marketplace Services in return for the payment of KRL.
Subscription	refers to the subscription of a Strategy by a Subscriber from a Publisher.
T&Cs	refers to these terms and conditions.
User	refers to any natural or legal person accessing the Marketplace, including Publishers and Subscribers.
Website	refers to the website kryll.io and all its subdomains.

2. Unless stated otherwise, definitions stated in the singular shall have the same meaning in the plural form.

2. Purpose and scope

3. Kryll develops the Software, an online interface providing digital tools including the Servers and a visual programming language for the simplified and gamified self-management of Crypto-assets stored on a third-party Exchange.

4. The purpose of the T&Cs is to govern the contractual relationship between Kryll and the Users as to (i) the terms according to which Kryll grants a license to Users against the rental of the Software and the API, (ii) the availability of the Software and the provision of the Services to the Users, and (iii) payment in consideration of the Services and the Software by the Users to Kryll in $KRL.

5. The Software includes an online Marketplace, which enables Publishers to offer Strategies created and managed by them through the Software to other Users who may turn into Subscribers if they choose to subscribe to a Publisher Strategy. The T&Cs do not govern the relationship between a Publisher and a Subscriber in relation to the terms and conditions of such Strategies.

6. Access to the Marketplace Services for Publishers is subject to the conclusion of specific Publisher Terms. In case of contradiction between the T&Cs and the Publisher Terms, the Publisher Terms shall prevail.

3. Pre-contractual information and risks

7. The Software does not, under any circumstances, take part in any transaction carried out by its Users nor it directly allows transactions on Crypto-assets.

8. The Software only provides digital tools to create and execute, with the provision of visual programming language tools and Servers, operations on Crypto-assets stored on a third-party Exchange, through the API technologies provided by the Exchanges.

9. By using the Software and accepting these T&Cs, Users are made aware of the following risks:

- **Novelty**: Crypto-assets relies on experimental technologies with significant and unpredictable risks. Users should not use the Software unless they fully understand the risks involved.

- **Volatility**: Price of Crypto-assets may be highly volatile and unpredictable.

- **Loss**: the invested capital is not guaranteed. Any Crypto-assets investment involve a high risk of capital loss.

- **Unpredictability**: any past performance, simulation or prediction is not indicative of future performance. Therefore, Users cannot and must not make any assumptions as to future performance based on any past performance, simulation or prediction.

- **Liquidity**: The acquisition and sale of Crypto-assets are performed on the Exchanges through the intermediation of API technologies that are independent of the Software. Exchanges have their own listing policy and do not guarantee the Crypto-assets liquidity. Kryll shall not be held liable for difficulties in selling or acquiring Crypto-assets on Exchanges, KRL token included.

- **Risks related to Exchanges**: Crypto-assets are listed by independent and unregulated Exchanges which do not provide any financial or technical guarantee. Trading on Exchanges carries a significant risk of technical failures that can lead to the impossibility to acquire or sell at even a complete loss of the Crypto-assets.

- **Technological Risks**: Crypto-assets operations are based on experimental technologies with significant, unpredictable and unusual failure risks that can lead to the complete loss of Crypto-assets.

- **Security Risks**: Crypto-assets can be subject to hacking attempts. Users are reminded that they are solely responsible for the safety of their Crypto-assets.

- **Legal Risks**: Investment or trading in Crypto-assets may be impacted by the adoption of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, and the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of Crypto-assets. It is the responsibility of each User to carry out their due diligence concerning the purchase and ownership of Crypto-assets according to the national law and regulatory bodies.

4. Acceptance and amendment

4.1 Acceptance

10. These T&Cs apply, without restriction or reservation, to any use of the Software, the Services and the Website.

11. By accessing the Software and using the Services and/or ticking the appropriate box while creating their Account, each User fully and unconditionally accepts these T&Cs.

12. The T&Cs and their different versions overtime may be read and accessed in permanent conditions of accessibility on the Website.

13. Each User acknowledges that he/she has the capacity to contract and to use the Software in his/her country, declares that any information provided is accurate and declares that he/she has read and accepted the T&Cs.

4.2 Amendment; Change to the Services

14. Kryll may regularly modify the Software or the Website to improve the Service's features and quality. In particular, Kryll may add, remove, or replace certain services.

15. Therefore, Kryll may modify the T&Cs from time to time. Users will be informed of changes 14 days before the new version.

16. During this period, any User may terminate the T&Cs, by any means (e.g., by sending an email), provided that, in particular in the case of the Publisher, that he/she completes any ongoing Publisher Terms or honors any commitment to which he/she has already agreed.

5. Accounts

5.1 Creation and access

17. Any User can create an account on the Website and have access to the Software by providing: an email address, a password and the required means to implement a two-factor authentication procedure.

18. In order to fully benefit from the Services, completion of the User Account also requires the addition of the Exchanges API keys on which the User has an account and executes his/her orders.

5.2 Account security

19. Except in the event of a technical failure attributable to Kryll, or in case of a force majeure event, each User is liable for the confidentiality and the security of its login information as well as any data filled in the Software.

20. It is highly recommended that Users change their password at regular intervals, and use a secured password, while avoiding easily identifiable combinations. Kryll can impose an expiration date on Users' password, after which they will be invited to proceed to a modification of their password.

21. If any User has reasons to believe that its login information was lost, stolen, diverted or compromised in any manner, or in case of an unauthorized use of the Software, Users must immediately notify Kryll by email at support@kryll.io. In the absence of such notification, any use of the Software shall be deemed having been done by the User.

22. In such a situation and/or in the presence of a potential or proven threat to the security or confidentiality of the Software's data, Users authorize Kryll to take all appropriate measures to prevent any unauthorized access (for example, reset the password or the login or suspend access to the Software).

5.3 Account deletion

23. Users may ask for the deletion of their Account at any time.

24. In addition, Kryll reserves the right to delete accounts that have not been used for at least two (2) years after sending a notification – remained unanswered – to the associated email address at least one (1) month before deletion.

25. The deletion of an account irreversibly leads to the deletion of all its data through the Account.

26. Kryll shall not be held liable, in any circumstances, for the loss of KRL tokens.

6. Rights granted

27. Kryll assigns to the User a non-exclusive, non-transferable license to rent the Software and its associated visual programming language, the Servers and the API, for the entire world and for the duration of the T&Cs, in consideration of the fess specified in Section 8.

28. The User shall use the Software, the Servers and the API according to its intended purpose and the provisions of the T&Cs. The T&Cs do not operate any transfer of intellectual property rights on the Software, the visual programming language developed by Kryll or the API. Hence, the User is prohibited from engaging in any act or behavior that may adversely affect directly or indirectly Kryll's intellectual property rights.

29. In particular, apart from the rights granted in the present article, the User is not authorized hereunder to:

    - copy, print, transfer, transmit all or part of the Software, the visual programming language, the Servers or the API;

    - sell, rent, sublicense or distribute in any way the Software, the visual programming language, the Servers or the API;

    - modify the Software or the API, and/or merge all or part of the Software or the API in other computer programs, except as authorized for the use of the Services and in particular connection with the Exchange;

    - compile the Software, decompile, disassemble, translate, analyze the latter, or proceed to reverse engineering.

    - use the Servers for any other purpose than executing the Services;

7. Services and functionalities

7.1 Portofolio

30. The Portfolio functionalities offer the ability for Users to have a unified view on their different Crypto-assets holdings stored on a third-party Exchange provided that they are connected with the API technologies provided by Kryll.

31. From the Software's interface and through the connection of the Software's API and the Exchange API, Users may execute orders and interact with their Crypto-assets holdings stored on Exchanges.

32. However, Users may not withdraw their Crypto-assets as such Crypto-assets are stored on the connected Exchange, and not in the Software.

7.2 Strategies and trading terminal

7.2.1. Edit tools

33. The trading terminal allows the creation of Strategies in a simplified, gamified, automated and visual manner on the Servers provided by Kryll to the User and thanks to its proprietary technology of visual programming language.

34. The Software contains an edit tool that allows Users to choose various criteria, action and investment orders (for instance, buy or sell a Crypto-asset if a particular condition is fulfilled).

35. Kryll reserves the right to delete, add or modify the features available on the edit tool.

36. Users understand and accept to be solely responsible for any consequences arising from the setting and execution of the operations foreseen by their Strategies.

7.2.2. Backtest / Livetest

37. Users are allowed to test their Strategies on the Servers, free of charge, on the basis of past and current performances of a Crypto-assets on an Exchange and during a chosen period.

38. Results of such tests are given for information purposes only and are not indicative of future performance. Therefore, Users' Strategies should not be based on this simulation only.

39. Users are also able to test the Strategy on the current Prices (Livetest) provided by the Exchange and during the period of his choice, without actual execution of the orders, for a cost indicated on the site and under the conditions set out in Section 8 hereof.

7.2.3. Self-Execution

40. The Strategy is operated on the Servers under the conditions defined by the User and specifically on the Exchange and the trading pair (ETH/BTC or XMR/ETH for instance) that he choses.

41. By starting the Strategy Self-Execution, Users accept to pay Self-execution fees charged by Kryll and in exchange of renting the Servers, under the conditions stipulated in Section 8 of these T&Cs.

7.3 Marketplace Services

42. Kryll provides a Marketplace that allows Publishers to offer Strategies to Subscribers.

43. Only Users approved by Kryll have the ability to publish one or more Strategies subject to compliance with these T&Cs and signature of the Publisher Terms.

44. Kryll draws the attention of Users, and in particular French residents, that presenting oneself as a consumer while acting within the framework of a regular or usual professional activity may be considered as a misleading commercial practice that shall be severely punished.

7.3.1. Publishing a Strategy; Strategy ranking and reviews

45. Any Strategy released by a Publisher is automatically referenced on the Software's interface and Servers, without any prior verification from Kryll.

46. All the referenced Strategies are available to Users via the search engine on the Software's interface.

47. Strategies offered by Publisher are classified according to the following criteria: chronological order; ratings from Subscribers; number of Subscribers.

48. Every week, some Strategies are highlighted in the Software's interface, based on User activity.

49. Strategies that are the most used are highlighted in the Software's interface. Kryll may put forward, in a dedicated section, certain Strategies on a discretionary basis.

7.3.2. Strategy description

50. In addition to its occupation, the Publisher wishing to publish a Strategy must indicate:

    - a brief description of its Strategy and its name;

    - the Exchange on which its Strategy is, or has been, executed;

    - the results obtained over the execution of its Strategy;

- the rental fees that he defines and expresses as a percentage of the Self-Execution fees charged by Kryll.

51. In addition, only Strategies that have been implemented significantly in live trading can be published on the Marketplace by Publishers. The significance of the implementation of a Strategy is assessed, in a non-exhaustive way, by Kryll according to its characteristics, its duration of execution, the number of KRLs consumed, the storage and the computation used in the Servers, and the amounts invested.

52. The use of the Strategy offered by a Publisher is subject to the acceptance by the Subscriber of the present T&Cs and the specific contractual conditions determined by the Publisher, namely, the features of the Strategy and the subscription fees defined by the Publisher.

7.3.3. Deletion

53. Strategies offered by Publishers may be removed by Kryll, in particular, where:

- they have been subject to one or more complaints from Users;

- they do not respect these T&Cs;

- they have not been executed by any User for at least six months;

- the account of the Publisher has been deleted;

- the description of the Strategy in inconsistent with its purpose or functioning;

- they are likely to cause damages to Users.

54. Interpretation and implementation of these criteria, as well as the decision to delete a Strategy, remain at the sole discretion of Kryll.

7.3.4. Reviews

55. Subscribers are free to evaluate the Strategies offered by the Publishers.

56. Kryll does not have to control the content of the reviews published by the Users concerning the Strategies offered by the Publishers.

7.4 Support

57. Support is available at this email address: support@kryll.io.

58. Kryll undertakes to respond to requests within five (5) working days (from Monday to Friday from 9am to 6pm).

8. Fees

8.1 Self-Execution fees

59. The amount of KRL needed to pay the Self-Execution fees depends on the sophistication of the self-executed Strategy, the storage and the computation consumed on the Servers. In particular, these fees depend on the number and the duration of use of the blocks included in its Strategy by the User.

60. Each block includes a fixed cost based on the storage and computation used on the Servers and a cost based on the time of use, expressed in dollars. Therefore, the cost of implementing a Strategy is the sum of the costs of using the blocks that make it up.

61. An estimation of the total amount of Self-execution fees is communicated to the User prior to its execution.

62. The amount of KRL to be paid for the Self Execution of a Strategy is automatically re-evaluated every forty-eight (48) hours to take into account changes in the value in dollars of the KRL, on which Kryll has no control.

8.2 Livetest Fees

63. The amount of KRL charged every minute to pay for the Strategy Livetest is indicated on the Website under the heading "Pricing plan", available at the following link: https://platform.kryll.io/plan

8.3 Publisher fees

64. In return for the use of its Strategy, the Publisher receives a remuneration that he determines only.

65. The Publisher fees are expressed by the Publisher as a percentage of the Self-execution fees charged by Kryll.

8.4 Terms of payment

66. Self-execution fees can only be paid in KRL.

67. The fees are withdrawn automatically from the Account throughout the duration of the Strategy.

68. If the User does not have enough KRL on its Account to fuel the Self-Execution Strategy, the operation of the Strategy will be automatically stopped.

8.5 Fee modification

69. The fee for running a Strategy and renting the Servers, in Livetest as well as in Self-Execution, can be modified at any time by Kryll.

70. In the absence of any other indication, the new charges will be applied from the date of their publication on the Website.

9. Promotional operations

9.1 Referral

71. The referral program is accessible only through a single-use affiliate link made available on the referrer account. This link allows the creation of a single Account for the benefit of the referee.

72. The advantages provided to the referrer are subject to the effective opening of an Account and to the revenue generated by the referee. Within the terms of the referral offer, the revenue is understood as the total amount of fees actually collected by Kryll, excluding any income of Publishers, based on the purchase of the referee.

73. For the referrer, the referral offer allows a fee on all the revenue made by the referee. The fee rate is indicated on the Website under the heading "Affiliate program".

74. For the referee, the referral offer allows benefiting from a discount on all the Software's fees for a limited period of time. The discount rate and the period of the advantage for the referrer are shown on the Website under the heading "Affiliate program".

75. These advantages may be reassessed by Kryll on a one-sided basis through a corresponding modification in the "Affiliate program" heading.

76. In the event of fraud or breach of the terms of the referral offer by the referrer, or in the event of termination of the referrer's account by Kryll for misconduct, Kryll may withhold from the referrer's Account an amount corresponding to the perceived benefits under the referral offer.

77. Kryll may change or terminate the referral offer at any time by editing the « Affiliate program » heading. In that event, the referrer will no longer be able to benefit from the corresponding advantages.

9.2   Holding program

78. The holding program offers various advantages to Users who save a specific amount of KRL on the Software.

79. The program is automatically activated and deactivated depending on the amount saved by the User.

80. The amount of KRLs that must be saved on the Account to benefit from the advantages is published on the Website under the heading "Pricing plan".

81. Users who meets the program requirements may benefit from the following advantages:

   - an increase of the backtest speed

   - a reduction of self-execution fee ;

   - an increase in the benefit related to the referral offer ;

   - a discount on Livetest fee

   - an additional number of slots to launch a strategy ;

82. Kryll may modify or terminate the program at any time by editing the "Pricing plan" heading.

9.3   Airdrops

83. Kryll may offer its users KRL tokens when they register to the Services. This offer can be punctual, limited in time, and Kryll may recover all or part of the unused tokens after one month.

84. Kryll may offer its users KRL tokens during specific marketing operations. These offers may be limited in number of participants, limited in time, and conditional on actions by the user. Kryll reserves the right to recover all or part of the unused tokens after one month.

10.   Kryll's commitments

85. Kryll will make its best efforts to make the Software and the Servers available to the Users and ensure its accessibility and proper operation.

86. To this end, Kryll undertakes to ensure that the Software and the Servers are accessible 24/7, except in the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party,

and subject to potential breakdowns, maintenance interventions and updates required for the proper operation of the Software or the Servers.

87. Due to the specific characteristics of the Internet and telecommunications networks, Kryll cannot guarantee the continuous availability of the Software and the Servers.

11. User commitments

88. Users acknowledge and agree :

   - to comply with the laws and regulations in force in the country in which they are located and to refrain from disrupting public order and to avoid violating any legislative or regulatory provisions;

   - to refrain from carrying out fraudulent activities ;

   - to implement any measures that might safeguard the security and confidentiality of their credentials, their Account or any payment details ;

   - that they are of legal age and have the capacity to enter into an agreement with Kryll and other Users, in accordance with the laws of the country in which they are located ;

   - to provide information that is truthful, accurate and free from error when interacting with the Software and in particular the Marketplace, to keep this information up-to-date throughout their time using the Marketplace and to publish content that meets these same requirements ;

   - to use the Software and the Servers in accordance with their intended purpose and objective ;

   - to refrain from creating false accounts or creating accounts under a false identity, to make personal use of the Account and to refrain from transferring or handing it over to a third party.

89. Users understand and accept that the following acts are strictly prohibited: any behaviour that disrupts, suspends, slows or prevents the continuity of the Software or the Servers; the publication of illicit content, for example, pornographic content or content that is in breach of an intellectual property rights ; any intrusion or attempted intrusion into Kryll's information systems; any action placing a disproportionate load on Kryll's digital infrastructures; any infringement of the security and authentication measures; any act infringing Kryll's rights and financial interests, whether commercial or legal; any copying and/or misappropriation of the Software, the Website and/or Kryll's digital infrastructure; more generally, any practice of misusing the Software or the Servers, for purposes other than those for which it was designed.

12. Liability

90. Users expressly understand and agree that use of the Software and the Servers is at the User's own risk, and that the Software is provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, except as otherwise provided by law.

91. Kryll undertakes to implement all the necessary means to ensure the best delivery of the Services provided. However, Kryll can only be bound by an obligation of best endeavor.

92. In the event of failure, Kryll shall be liable only for direct and reasonably foreseeable damage, unless otherwise provided by applicable laws or regulations. Indirect damages that may result from a loss, a failure or use of the Software are expressly excluded.

93. In particular, unless otherwise provided by law or regulation, Kryll shall not be held liable for:

- breakdowns or malfunctions of the Software or the Servers lasting less than 24 hours or that are not the responsibility of Kryll ;

- any technical difficulty related to the blockchain technologies, in particular in case of congestion, dysfunction, fork or any other technical trouble related to the blockchain technologies;

- Crypto-assets losses of Users not being imputable to Kryll, in particular, but not exclusively, in the event of hacking/phishing of the User's Account due to negligence in the security of its credentials ;

- Loss resulting from bad Strategies (of their own or from Publishers) which implied a loss in Crypto-assets for the User;

- an unusual or illegal use of the Software by a third party or by a User ;

- indirect damage resulting from the use of the Services ;

- a malfunction or cyberattack ;

- Failure or dysfunction imputable to Exchanges ;

- the harmful consequences of the suspension of an Account ;

- any case of force majeure, within the meaning of Article 1218 of the French civil code, including a failure of the blockchain protocol used to run the Services.

94. In any event, Kryll may not, unless otherwise provided by law or regulation, be held liable beyond 100% of the total fees paid to Kryll according to Section 8.1 of the T&Cs and during the past three (3) months preceding the incident or claim from the natural or legal person seeking Kryll's liability.

13. Illicit content

95. Throughout the Website, Kryll makes available to the public an information society service within the meaning of Directive 2000/31/CE Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce).

96. Consequently, Kryll shall not be liable in the event of where illicit content published on the Website would violate applicable legislative or regulatory provisions or would have caused any prejudice to a User or a third-party.

97. Users must refrain from publishing illicit content and are invited to notify illicit content and in particular content;

- making the apology of crimes against humanity;

- inviting to commit acts of terrorism or their apology;

- encouraging racial hate or hate against individuals because of their gender, their sexual orientation or identity or their handicap ;

- of child pornography, content encouraging violence, in particular encouraging sexist or sexual violence and content against human dignity;

- having a violent or pornographic character;

- aimed at attacking legal or natural persons, in particular diffamatory content and insults;

- against public order or good morals;

- infringing intellectual property rights.

98. Any User having the knowledge of an illicit content is invited to use the functionalities available on the Website in order to notify such illicit content to Kryll. Users can also send an email to the following address: support@kryll.io

14. Intellectual property

14.1 License on Strategies

99. By building Strategies on the Software, the User grants to Kryll the right of non-exclusive exploitation, transferable, sublicensable, free of charge, for the whole world on all the Strategies contents.

100. The rights thus granted include the right to reproduce, represent, distribute, adapt, modify, create a derivative work, translate all or part of the Strategy by any means, in any form whatsoever and on all media known or unknown to date as part of the Software or in line with its activities, and this for commercial purposes or not and advertising, as well as to broadcast on social networks that Kryll uses.

14.2 Website content

101. All intellectual property rights on the website content, excluding Users generated content, are Kryll's property. They are provided free of charge within the exclusive framework of the use of the Software. Therefore, any use of these contents without the prior permission of Kryll is unlawful.

102. Kryll acts as the database producer of all the data appearing on the Website. Any unauthorized extraction or reproduction is prohibited.

15. Tax and social security obligations

103. Kryll draws the users' attention that the sale of Crypto-assets is likely, according to the applicable tax legislation, to constitute taxable income. Users are strongly advised to contact the competent tax and social security authorities to ensure that they meet their tax and, where applicable, social security obligations.

104. It is the Users sole responsibility to declare the income from the sales of their NFTs to the competent tax administration and social security administration.

105. Users residing in France for tax purposes can fulfill their tax obligations via the French tax authority's website, www.impots.gouv.fr, and obtain information on the tax regimes that may apply and the tax declaration procedures on the page accessible via the following link: impots.gouv.fr/portail/node/10841

106. Users residing in France for tax purposes may, where applicable, fulfill their social security obligations via the social security website (urssaf.fr) and obtain information on the social security schemes that may apply and the reporting procedures: urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html

16. Duration, suspension and termination

16.1 Duration of the T&Cs

107. The T&Cs are entered into for an indefinite term.

16.2 Suspension

108. If a User is in breach of any one of his commitments under the T&Cs, Kryll may, temporarily and without prior notice, suspend access to the Software and/or access to certain Services, and in particular, access to the Marketplace Services for the Publishers.

109. After an investigation period during which Kryll shall, if applicable, verify the truth of the alleged violations, access to the Software and/or to all of the Services, may be restored, or the T&Cs may be terminated in accordance with the terms below.

110. In case of suspension, Kryll may inform the User of the measure by any means.

16.3 Termination subject to a notice period

111. Kryll and Users may terminate the T&Csby sending an email or a letter with acknowledgment of receipt, subject to a notice period the length of which varies according to the duration of the contractual relationship between the Parties, starting from their acceptance or alternatively from the date of creation of the Account, and more specifically :

- during the first year of the execution of the T&Cs, subject to a one-month notice period ;

- during the second year of the execution of the T&Cs, subject to a two-month notice period ;

- and so on, up to a three-month notice period.

16.4 Immediate termination following a material breach

112. In the event of a material breach of the terms of the T&Cs by Kryll or a User, Parties may immediately terminate the T&Cs without any further compensation due and with forty-eight hours' prior notice.

113. In such cases, the T&Cs shall be terminated upon notification by email at the initiative of the non-breaching Party.

114. Kryll and Users acknowledge that the following breaches shall in particular be deemed as material:

- for Users : fraudulent activities, non-payment of the fees described in Section 8, violation of Kryll's intellectual property rights, use of multiple accounts, repeated publication of ineffective Strategies.

- For Kryll : repeated malfunctions of the Software hampering the proper use of the Services.

16.5 Consequences of the termination

115. Users undertake to fully perform their obligations undertaken prior to the termination of the T&Cs.

116. Termination of the T&Cs shall not result, in any event, in any compensation from Kryll to a User.

17. Personal data

117. Use of the Marketplace and the Services may imply using Users' personal data.

118. Policies of Kryll in relation to such use are detailed in Kryll's privacy policy, available on the Website.

18. Miscellaneous

18.1 Nullity

119. If any provision of the T&Cs is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these T&Cs will not be affected thereby as well as compliance with the T&Cs.

18.2 Assignment

120. Users may not assign or transfer the T&Cs to a third party without the prior written consent of Kryll.

121. In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Kryll' assets or (ii) any operation entailing a direct or indirect change of control affecting Kryll, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

18.3 Non-Waiver

122. Failure by Kryll at any time to require the other party to perform any of its obligations under these T&Cs will not affect the right of Kryll to request their execution thereafter.

123. The nullity of any clause of these T&Cs does not affect the validity and the obligation to respect the other clauses.

19. Mediation: Disputes

19.1 Disputes between Publishers and Subscribers

124. As part of its Marketplace Services, Kryll acts as a mere intermediary between Publishers and Subscribers and does not provide any Strategy, in particular Strategies from Publishers.

125. In addition, the services provided through the Marketplace take place only between the Publisher and the Subscriber. Kryll's responsibility cannot be incurred in respect of such services from which Kryll is foreign.

126. Therefore, any claim must be addressed by the Subscriber to the Publisher. The Publisher is solely responsible for the claims processing. Nevertheless, Kryll may take part to resolve the dispute, if the Publisher does not provide a response to a request nor a settlement to a dispute.

127. In the event of a dispute between Kryll and a User, the latter undertakes to inform the Customer Service Department at the following address: support@kryll.io taking care to specify his contact details and to provide any information allowing to appreciate the origin and the implications of the dispute.

19.2 Mediation

128. Consumers have the possibility to call an independent Ombudsman for free by sending a request to this effect, by email, to the address support@kryll.io or by mail addressed to CRYPTENSE SAS, 312, chemin du Caladou 06560 Valbonne. Upon receipt, Kryll undertakes to organize a mediation as soon as possible.

129. Users can also contact the online dispute resolution service of the European Commission at the following address: https://webgate.ec.europa.eu/odr/main

20. Governing Law and Jurisdiction

130. The T&Cs are governed by and interpreted according to French laws.

131. Unless otherwise provided by the law, any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the T&Cs must be submitted to the exclusive jurisdiction of Grasse Commercial Court (Tribunal de Commerce de Grasse) located 37 Av. Pierre Sémard, 06130 Grasse, France.

132. According to applicable consumer laws, non-professional Users may submit any dispute related to the T&Cs in the jurisdiction where they were living at the moment of the acceptance of the T&Cs or in the jurisdiction where the damage occurred.