

Timeally

Terms of Service

Last Updated: 11/09/2019

The **Eraswapfoundation** 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 TimeAlly ("TimeAlly"), but rather supports and develops the free, open-source & decentralize applications.

(www.timeally.io)

The Eraswap Foundation is not a bank or financial institution and does not provide investment or financial advice or consulting services to users. Eraswap Foundation makes no warranties or representations, express or implied, on products offered through the platform. It accepts no liability for any damages or losses, however caused, in connection with the use of, or on the reliance of decentralized application, products or related services.

In no way are the owners of, or contributors to, the Website responsible for the actions, decisions, or other behavior taken or not taken by 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. User should act at their own risk in reliance on the contents of the Web interface.

TimeAlly is a DApp which refers to a suite of protocols using decentralized application. TimeAlly is a decentralized application which run on P2P network of computers. Time Ally uses Ethereum Virtual Machine ("EVM"), which can execute code of arbitrary algorithmic complexity. TimeAlly uses distributed ledger technology which is neither stored in a centralized location nor managed by any single entity.

The New Released Token (NRT) distribution, Vesting, rewards are completely governed by TimeAlly DApp as per the predefined rules which is system driven & by the user itself. No organization, institute, human or personnel intervention is authorized to control or alter or modify the system driven software

Important Guidelines for Users about TimeAlly DAPP

1. The user should carefully review the whitepaper and website content of TimeAlly DApp to familiarize with the Smart Contract logics & Vesting plans.
2. The User should understand, acknowledge that vesting in TimeAlly are subject to market risks and no assurance on the valuation & its returns since it depends solely on the user itself & distribution is governed by DApp .
3. The Users should read carefully about the vesting plans and completely understands the risk factors associated with the vesting plans on the date of the transaction and thereafter. The user should consider their specific requirements before choosing any vesting plan with TimeAlly DApp.
4. The Users are advised that the vesting in TimeAlly is based and dependent on the submission of information by user and the User shall be solely responsible for any submission of incorrect or non-submission/omission of necessary and accurate information. The User confirms and believes that transaction/s undertaken is/are appropriate for the User as per the objective of the User.

5. The User should confirm that the decision for vesting, claiming or undertaking any transaction on the TimeAlly DApp is taken with complete knowledge & ownership with user itself.
6. The User should recognize vesting in Time Ally involves certain risks and will take full cognizance of and understand all of the risk factors related before investing in Time Ally Contracts
TimeAlly DApp does not give any guaranteed returns in FIAT or crypto. Please read the Howey test and do your research before proceeding.
7. The User should understand and accept complete responsibility & liability for any damages or losses, however caused, in connection with the vesting, use of, or on the reliance of DApp. .
8. Do not participate in offerings where one or more people offer you a guaranteed return in exchange for an upfront deposit. The end result is that usually a lot of people loose a lot.
Guarantee is given on something which you control or hold. TimeAlly Vault holds the token allocated from NRT every month. Thus the guarantee can be given by Smart Contract as they hold all the tokens which will be released over next 50 years. It can guarantee only the release of Era Swap (ES) from NRT Pool. Because all tokens which are to be released in future are stored in vault and are distributed based on the work performed by the users among them
9. Era Swap doesn't guarantees any Fiat or Crypto because Era Swap doesn't control any Fiat or any other cryptocurrency. Era Swap token (ES) can only be used in the Eco System. ES cannot be used outside Era swap Ecosystem.
10. The User can claim rewards based on the work performed in the ecosystem or vesting done in TimeAlly. As per preset rules, if the user has performed tasks, then they are eligible for rewards. In this case only, user can come and withdraw from TimeAlly DApp. The users will be solely responsible for claiming the rewards.
11. Phishing websites often go hand-in-hand with phishing emails. Phishing emails can link to a replica website designed to steal login credentials or prompt one to install malware. Do not install software or log in to a website unless you are 100% sure it isn't a fake one. Phishing websites may also appear as sponsored results on search engines or in app marketplaces used by mobile devices. Be wary that you aren't downloading a fake app or clicking a sponsored link to a fake website. It is completely on User's risk and the user is only liable for any such activity.
12. The creators of TimeAlly DApp have the right to upgrade the software as per requirement time to time, enhance the features for better users experience, bring in better suitable and innovative Technology and Blockchain versions, perform changes and improvisation in case of unforeseen technology glitch
13. 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 Company 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. The 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) Bahama
 - j) Botswana
 - k) Ghana
 - l) Cambodia
 - m) Iran
 - n) North Korea
14. Users have ascertained that they have reached the majority age and possess 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 transactions on the Website.
 15. Users agree that they have provided Platform or company with accurate, true and complete information about them
 16. 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 Company. In particular, any and all 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, terrorist 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 with respect to the global standards.
 17. Users agree & warrant that all the digital assets (of any and all 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 transactions using such digital assets.
 18. 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.
 19. 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 reasons.
 20. Users agree & warrant that they are aware, sourced and received all necessary independent legal and financial advices prior to using any Services and have made an independent judgment irrespective of any advertisements published by the Company in their decision to enter into any transaction.
 21. Users agree that their access to the Website or Services, Users have not used or will not use any device, software or system that alter your IP address from that of your physical location.
 22. THE TimeAlly DAPP SOFTWARE 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 NONINFRINGEMENT. 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 THE USE OR OTHER DEALINGS IN THE SOFTWARE