

Terms of Service

Last Updated: March 12, 2025

1. General Provisions and Service Description

These Terms of Service (the “Terms”) set forth the conditions and rules under which the technological Platform (the “Platform”), accessible at alephium.stream, is provided to the User (the “User”). The Platform is an online service available through a website and/or application that enables Users to interact with a decentralized protocol for streaming crypto-assets (i.e. the real-time distribution of cryptocurrency funds). This protocol operates via smart contracts deployed on blockchain networks and is not directly controlled by the Platform. The Platform provides a technological interface for accessing the protocol (the “Service”) but does not store Users’ crypto-assets nor act as a party to transactions between Users.

By accessing or using the Service, the User confirms that they have carefully read these Terms and the accompanying Risk Notice and fully accept all its provisions. If the User does not agree with any part of these Terms or the Risk Notice, they must immediately cease using the Platform.

2. Use of the Service

The User may use the Service solely in accordance with its intended purpose and in compliance with applicable laws. The Platform may not be used for any unlawful activity or in any manner that could harm the protocol or any third party. The User represents and warrants that they possess the legal capacity (e.g., have reached the age of majority as determined by their jurisdiction) to enter into this agreement and to use the Service.

The User acknowledges that access to the Service may be limited or terminated at any time, in whole or in part, without notice or liability, particularly if the User violates these Terms, applicable laws, or if required by competent authorities. Furthermore, the User understands that the decentralized protocol is public and permissionless; even if access to the Platform is restricted, the User may potentially interact directly with the protocol via alternative external interfaces or applications.

All information and content provided on the Platform, including but not limited to trademarks, logos, text, graphics, icons, software, and the design and layout of the Service (collectively, the “Content”), are the intellectual property of the Platform, its developers, licensors, or third parties, and are protected by international laws and regulations governing intellectual property and other intangible rights.

The Platform is not a data storage service and does not undertake any obligation to store, maintain, or provide the User with copies of any information.

3. Prohibitions and Restrictions

The User agrees not to use the Platform or the Service to engage in any unlawful activities or to breach the following restrictions:

Unlawful Activities.

Any actions that violate applicable laws, regulations, or directives, including without limitation those relating to anti-money laundering (AML), counter-terrorism financing, EU export sanctions, or tax obligations. In particular, the User is prohibited from using the Platform if they are listed on sanctions lists maintained by the EU, UN, USA, UK, or other competent authorities, or if acting on behalf of sanctioned entities.

Fraud and Misrepresentation.

The User shall not attempt to deceive the Platform or other Users, disseminate false or misleading information, misappropriate digital assets, or otherwise obtain any financial benefit through unlawful means.

Intellectual Property Infringement.

The User shall not upload or distribute any content via the Platform that infringes upon third-party intellectual property rights (such as copyrights, trademarks, patents, etc.).

Computer Attacks and Security Threats.

The User must not attempt to bypass technical security measures of the Service, introduce viruses, Trojans, or other malicious code, conduct DDoS attacks, or otherwise disrupt the normal operation of the Platform, the protocol, smart contracts, or associated information systems.

Market Manipulation.

The User agrees not to use the Service to engage in any actions intended to manipulate the crypto-asset market (e.g., spoofing or wash trading) or to conduct token transactions that might violate applicable securities or derivatives laws.

A violation of any of these prohibitions will be considered a material breach of these Terms and may result in the immediate termination of access to the Service, as well as notification to the relevant governmental authorities where applicable.

4. Absence of Registration with Financial Authorities

The Platform is not a banking, investment, or virtual asset service provider requiring licensing or regulatory approval from financial authorities. The Platform is not registered or licensed as a financial institution by any financial regulatory body (for example, as a crypto-asset exchange, investment platform, broker, dealer in securities, or payment institution). The Service is solely a technological interface to access a decentralized protocol and does not entail the custody of Users' funds or the execution of financial transactions on their behalf that require a license or special approval.

The Platform does not provide asset management services, act as a financial intermediary in executing transactions, or offer investment advice or recommendations. All information available through the Service (including reference materials, protocol descriptions, and sample calculations) is provided for informational purposes only and should not be construed as an offer, recommendation, or solicitation to enter into any investment or financial transaction. The User is solely responsible for determining the suitability of using the protocol and managing their crypto-assets based on their own risk assessment (see the Risk Notice). When necessary, the User should seek independent advice from qualified professionals (such as financial advisors or legal counsel).

5. Limitation of Liability

The User acknowledges and agrees that the Service is provided by the Platform on an “as is” and “as available” basis. To the fullest extent permitted by law, the Platform disclaims any express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement. The Platform does not guarantee that the Service’s functionality will meet the User’s requirements or expectations, nor does it guarantee any specific results from using the protocol.

Since the crypto-asset streaming protocol is decentralized and operates on blockchain networks, the Platform neither controls nor assumes any responsibility for the operation of the protocol, for the execution or non-execution of transactions via the protocol, or for any disruptions, delays, or errors in its performance. All crypto-asset transactions are executed directly by the User on the relevant blockchain network and are irreversible; the Platform has no capability to cancel, modify, or otherwise influence such transactions.

Under no circumstances shall the Platform be liable for any losses incurred by the User (whether direct or indirect), including but not limited to loss of profit, income, data, reduction in crypto-asset value, unauthorized access to the User’s cryptocurrency wallet, or other property losses. This limitation of liability applies regardless of whether the Platform was advised of the possibility of such losses, and covers all claims—whether arising in contract, tort (including negligence), or otherwise—except where such exclusion or limitation is prohibited by applicable law.

6. Governing Law and Dispute Resolution

These Terms and all legal relationships between the Platform and the User in connection with the Service shall be governed by the substantive law of the Republic of Latvia, taking into account the applicable legal framework of the European Union. If the mandatory provisions of the law of the User’s country provide a higher level of consumer protection than Latvian law, the provisions of such law shall apply to the extent they provide such protection.

All disputes, disagreements, or claims arising from or related to these Terms shall be resolved exclusively by the courts of the Republic of Latvia, except as required by mandatory consumer protection laws which may permit litigation in the User’s local jurisdiction. The parties agree to endeavor to resolve any dispute amicably through negotiations prior to resorting to litigation.

The Platform reserves the right to amend these Terms at any time. In the event of changes, the new version of the Terms will be published on the Platform’s official website and, if necessary, communicated to Users via electronic notice or other appropriate means. The new version shall become effective upon publication, unless otherwise specified. Continued use of the Service after such changes signifies the User’s acceptance of the updated Terms. Users are encouraged to periodically review the Terms for any updates.

All inquiries or claims regarding the use of the Platform and the Service should be directed via email to: **inquiry@alephium.stream**