

Terms of Use

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BY AND BETWEEN DIGITAL ASSET RESEARCH, INC. AND DAR DATA SERVICES, INC. (“US”, “WE” and “DAR”)

AND

USER or “YOU”

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE DAR WEBSITE.

1. Acceptance and Amendments

By clicking the “I agree” button below, or by accessing, visiting, browsing, interacting with, and/or using or attempting to use this website, you agree that you have read, understood and are agreeing to comply with these terms of use, which may change from time to time. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE OR ACCESS ANY PART OF THIS WEBSITE.

WE RESERVE THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT THE COMPANY'S SOLE DISCRETION. ANY SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

You agree that these Terms of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes your use of the website and the materials and information available thereon, including the Pricing Data, defined below.

2. Privacy

In addition to these Terms of Use, DAR has established a Privacy Policy to explain how user information is collected and used by DAR. A copy of this Privacy Policy can be found [here](#) and is incorporated by reference into these Terms of Use. By accessing or using any of our website or mobile app, you are signifying your acknowledgement and agreement to DAR's privacy policy.

3. Termination

DAR may terminate this Agreement at any time, with or without notice, for any reason.

We reserve the right to block your access to our website at any time and for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that DAR shall not be liable to you or any third party for any termination or for blocking your access to our website.

Any termination shall not affect your obligations to us under these Terms of Use, including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions.

4. Intellectual Property

All content included on this site, including without limitation the Pricing Data, is and shall continue to be the property of DAR or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this website.

5. Access and Use

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You agree to comply with all applicable federal, state, and local laws including, but not limited to, intellectual property and copyright laws, and all import/export laws. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

Prohibitions. You may not:

1. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the website;
2. circumvent, disable or otherwise interfere with security-related features of our website;
3. use an automatic device (such as a robot or spider) or manual process to copy or “scrape” our website for any purpose;
4. collect or harvest any personally identifiable information from our website or mobile app including, without limitation, user names, passwords, email addresses;
5. use the website to solicit other users;
6. attempt to or interfere with the proper working of our website or impair, overburden, or disable the same;
7. decompile, reverse engineer, or disassemble any portion of any our website;
8. use network-monitoring software to determine architecture of or extract usage data from our website;
9. encourage conduct that violates any local, state or federal law, either civil or criminal;
10. engage in any conduct that restricts or inhibits any other user from using or enjoying our service.

You agree to cooperate fully with DAR to investigate any suspected or actual activity that is in breach of these Terms of Use.

6. Pricing Data

For the purposes of this agreement, “Pricing Data” means all data related to digital asset pricing, which may include, without limitation, aggregated pricing data, references prices, or volume averages.

Subject to the restrictions below and all other terms of this Agreement, DAR hereby grants you a worldwide, royalty-free, revocable, nonexclusive, nontransferable, non-sublicensable, limited right and license, to use the Pricing Data solely for your own internal and non-commercial purposes and in accordance with all applicable laws and regulations.

Prohibitions. You may not:

1. alter, manipulate or misrepresent the Pricing Data;
2. redistribute, display or disseminate the Pricing Data, or any derivative works based on the Pricing Data, to any third party;
3. use the Pricing Data, or any derivative works based on the Pricing Data, directly or indirectly, to create any indexes, benchmarks or financial products, instruments or derivatives;
4. use the Pricing Data for any other purpose that is not solely for your own personal internal use including use as a reference in any financial contract, to measure the performance of an investment fund, computing performance fees or defining the asset allocation of a portfolio.

7. Website Content & Third-Party Links

1. We provide our website content, for the commercial, entertainment and promotional purposes of DAR. You may not rely on any information and opinions expressed on our website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any content.
2. In many instances, content will include third-party materials or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on our website or by anyone other than authorized employees or spokespersons while acting in their official capacities.
3. If there is a dispute between persons accessing our website or between persons accessing our websites and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release DAR and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.
4. Our website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. DAR has not reviewed any or all of such sites and it's not responsible for the content of any linking sites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

8. Indemnification

You agree to indemnify and hold harmless DAR and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, service providers, content providers and their related companies from and against any and all claims, liabilities, losses,

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9. Disclaimers

YOU EXPRESSLY AGREE THAT USE OF OUR WEBSITE AND IS AT YOUR SOLE RISK. OUR WEBSITE AND WEBSITE CONTENT, INCLUDING WITHOUT LIMITATION THE PRICING DATA, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, DAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, DATA PROVIDERS AND RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE AND PRICING DATA WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR PRICING DATA; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OR ACCESSED THROUGH OUR WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, CONTENT OR PRICING DATA; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT THE SOFTWARE WILL BE ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE WEBSITE OR SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. Limitation on Liability

UNDER NO CIRCUMSTANCES SHALL DAR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE, CONTENT, PRICING DATA OR THESE TERMS OF USE EVEN IF DAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGE WERE REASONABLY FORSEEABLE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR CONTENT, INCLUDING THE PRICING DATA, IS TO CEASE ALL OF YOUR WEBSITE USE.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

11. Choice of Law

These Terms of Use shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. Any action arising out of your use of the website, mobile app, or these Terms and Conditions shall be brought in New York City or the United States District Court for the Western District of New York.

12. Dispute Resolution

It is expressly agreed that any Dispute (as defined below) arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the substantive laws of the State of New York and the arbitration rules of the National Arbitration Forum (“NAF”).

In arbitration, there’s no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Terms of Use and can award the same damages and relief, including any attorney’s fees authorized by law. The arbitrator’s decision and award is final and binding, with some exceptions under the Federal Arbitration Act (“FAA”), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

1. “Disputes” are any claims or controversies against each other related in any way to our website, mobile app, content or these Terms of Use – this includes claims you bring against our employees, agents, affiliates or other representatives, and claims DAR may bring against you.
2. If either of us wants to arbitrate a Dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. We will send notice to you based on the contact information you have provided us and notice to us must be sent to: legal@dardataservices.com. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.
3. The FAA applies to this Agreement and arbitration provision. We each agree the FAA’s provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
4. The arbitration will be administered by the National Arbitration Forum (“NAF”) under its arbitration rules. If any NAF rule conflicts with these Terms of Use, these Terms of Use apply. You can obtain procedures, rules, and fee information from the NAF at 1-800-474-2371 or www.adrforum.com.
5. Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in New York City, New York. The federal or state law that applies to these Terms of Use will also apply during the arbitration.
6. We each agree not to pursue arbitration on a class wide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual’s claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn’t apply and the dispute must be brought in court.
7. We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other fees and costs relating to the arbitration.

13. Miscellaneous

1. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.
2. These Terms of Use (including any amendments and the Privacy Policy incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between us with respect to such subject matter.
3. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect.

14. Contact information

If you have a question, complaint, or otherwise wish to contact us regarding the these Terms of Use, the website or the Pricing Data, please contact us at: legal@dardataservices.com.