INTRODUCTION

By clicking to accept these Terms and Conditions (the “Terms”) and in consideration for the mutual promises and obligations of the Parties set out herein, a binding contract based on these Terms will be formed between You (as defined below) and the Digital Token Identifier Foundation (being a division of Etrading Software Limited, registered as a private limited company in England and Wales with registered company number 05237988 and registered address at Cannon Place, 78 Cannon Street, London, United Kingdom, EC4N 6HL) ("DTIF"). The contract will govern Your submission of a request for DTIF to allocate and register a random, unique and fixed-length digital token identifier (a "DTI") for a Digital Token which may or may not have already been issued and distributed within the public domain (the “DTI Request”). For the purposes of these Terms, “Digital Token” shall mean the digital token which is the subject of the DTI Request and "ISO 24165" shall mean, together, International Standard ISO 24165-1 and International Standard ISO 24165-2.

Where a person submits the DTI Request in their own personal capacity, "You" shall mean the person submitting the DTI Request (and "Your" shall be construed accordingly). Where a person submits the DTI Request for and on behalf of an organisation or entity, "You" shall mean such organisation or entity and the person clicking to accept these Terms warrants that they are authorised to agree to these Terms on behalf of such organisation or entity and bind such organisation or entity to these Terms. You and DTIF are each a "Party" and together, the "Parties".

Please note that these Terms shall only govern Your submission and DTIF’s analysis of the DTI Request. Your access to and use of DTIF’s website at https://dtif.org/ (including, without limitation, the DTI registry at https://dtif.org/registry-search/) is governed by DTIF’s Website and Registry Terms and Conditions accessible at: https://dtif.org/wp-content/uploads/2021/09/DTIF-Website-and-Registry-TCs.pdf.

1. SUBMITTING THE DTI REQUEST

(a) Notwithstanding that there is no requirement for You to own any rights in the Digital Token in order to submit the DTI Request, You nevertheless warrant to DTIF that:

(i) You have the full right, power, authority and capacity to enter into and perform Your obligations under these Terms and to grant the rights purported to be granted to DTIF under these Terms;

(ii) the account from which You are making the DTI Request has been registered in Your name and using Your contact details;

(iii) all information (whether technical or descriptive in nature) that You have provided and/or will provide to DTIF in respect of the Digital Token (the "Digital Token Information") is true, complete, accurate and up-to-date and
You have the full right, power, authority and capacity to provide DTIF with all such Digital Token Information; and

(iv) You are submitting the DTI Request and Digital Token Information in good faith, without any intention of misleading DTIF or any other person, organisation or entity.

(b) You shall indemnify DTIF, its directors, officers, agents and employees in respect of all damages, loss, costs, claims or expenses of any kind suffered or incurred or paid by DTIF in connection with Your breach of any of the warranties at clause 1(a).

(c) To the extent that You own any Digital Token Information, You hereby grant to DTIF a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use such Digital Token Information for the purposes of: (i) analysing, responding to and/or acting on the DTI Request; (ii) producing and publishing certain technical and descriptive data concerning the Digital Token on any website and/or registry which is owned or otherwise within the control of DTIF; and (iii) carrying out internal analytics.

(d) You hereby grant to DTIF a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use all contact information which relates to You and which You have provided and/or will provide to DTIF for the sole purpose of contacting You in connection with the DTI Request and/or otherwise validating the DTI Request. For the avoidance of doubt, DTIF will not knowingly permit such contact information to be published on any website and/or public register.

2. ALLOCATING AND REGISTERING THE DTI

(a) DTIF shall review the DTI Request and all accompanying Digital Token Information which it receives from You in order to: (i) check whether the Digital Token has already been allocated and registered with a DTI; (ii) consider whether the DTI Request conforms to all applicable application guidelines; and (iii) analyse the Digital Token and consider whether (in its sole discretion, taking into account all Digital Token Information) the Digital Token may be allocated and registered with a DTI in accordance with ISO 24165 (the "Validation Process").

(b) If DTIF reasonably considers that it has not received sufficient information from You in order to conduct and/or conclude the Validation Process, DTIF may contact You with a request for further information. DTIF shall only be required to commence the Validation Process once it reasonably considers that it has received sufficient information from You (which shall be deemed Digital Token Information) in order to conduct and conclude the Validation Process. Without prejudice to the foregoing, where the DTI Request is submitted prior to the issuance and distribution of the Digital Token (in which DTIF may not have access to all Digital Token Information required to complete the Validation Process), DTIF may (at its sole discretion) issue a provisional DTI in respect of the Digital Token until such time as it is able to complete the Validation Process.
(c) If DTIF considers (in its sole discretion, taking into account all Digital Token Information) at the conclusion of the Validation Process that the Digital Token may be allocated and registered with a DTI in accordance with ISO 24165 then (unless any other facts or circumstances prevent it from doing so) DTIF shall (without undue delay): (i) notify You of this fact; (ii) allocate and register a DTI in respect of the Digital Token; and (iii) add details of the Digital Token (including, without limitation, certain technical and descriptive data concerning the Digital Token) and the DTI to its publicly available registry of DTIs.

(d) If DTIF considers (in its sole discretion, taking into account all Digital Token Information) at the conclusion of the Validation Process that the Digital Token should not be allocated and registered with a DTI in accordance with ISO 24165 (or if it has any other reasonable ground to withhold the allocation and registration of a DTI) then DTIF shall (without undue delay) notify You of this fact, but DTIF shall be under no obligation to take any further action in respect of the DTI Request. Without prejudice to the foregoing, nothing in these Terms shall prevent You from submitting a new DTI Request in respect of the same Digital Token, provided that You submit to DTIF Digital Token Information which is substantially new and/or different to the Digital Token Information which was submitted as part of the previous DTI Request.

(e) The basic number of a DTI is randomly generated and intended to be semantically meaningless. You shall notify DTIF if you become aware that the basic number of the DTI allocated and registered to the Digital Token is semantically meaningful in any language.

3. THE DIGITAL TOKEN AND DTI

(a) The Parties acknowledge and agree that a DTI is assigned to the Digital Token and not to You and as such, the allocation and registration of a DTI in respect of the Digital Token and/or DTIF’s inclusion of the Digital Token within the DTI registry signifies only the existence of the Digital Token and its 1:1 relationship to the DTI. Nothing in these Terms operates to grant and/or transfer to You any right, title or interest in and to any Digital Token and/or DTI.

(b) Without prejudice to the generality of clause 4(d), the Parties acknowledge and agree that notwithstanding DTIF’s allocation and registration of a DTI in respect of the Digital Token and/or DTIF’s inclusion of the Digital Token within the DTI registry, neither DTIF nor any of its employees, mandates and/or other representatives (the "DTIF Parties") endorse any Digital Token in any way and no warranties are provided as to the features, functions, legal status, suitability for investment, or regulatory status of any Digital Token.

4. LIABILITY

(a) Subject to clauses 4(b), 4(c) and 4(d), the aggregate liability of the DTIF Parties (whether such liability arises in contract, tort (including negligence) or otherwise) to You for any damages, loss, costs, claims or expenses of any kind arising out of, or in connection with, these Terms caused or contributed to by the DTIF Parties shall not exceed US$100.
Subject to clause 4(c), none of the DTIF Parties shall be liable to You (whether such liability arises in contract, tort (including negligence) or otherwise) for any:

(i) loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill;

(ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and/or

(iii) any loss arising from a failure or delay in performing its obligations under these Terms to the extent that such failure or delay was caused or contributed to by an act or omission of You.

The exclusions and limitations of liability in these Terms shall not apply in respect of any damages, loss, costs, claims or expenses of any kind suffered by any person arising out of:

(i) the fraud and/or fraudulent misrepresentation of the person seeking to rely on the exclusion or limitation; and

(ii) death or personal injury resulting from negligence on the part of the person seeking to rely on the exclusion or limitation.

Except as otherwise expressly provided in these Terms, all warranties, undertakings or other similar terms or conditions implied by statute, common law or custom are excluded to the maximum extent permitted by law.

Without prejudice to the foregoing and to the maximum extent permitted by law, You hereby waive your rights to claim damages from the International Organization for Standardization and/or any of its employees, mandatories and/or other representatives in connection with DTIF's implementation of the services defined in ISO 24165. For the avoidance of doubt, the International Organization for Standardization shall remain responsible for the contents of ISO 24165.

5. TERM AND TERMINATION

(a) A contract formed under these Terms shall commence upon You clicking to accept these Terms and shall continue until notice has been given under clause 2(c) or 2(d).

(b) Either Party may terminate a contract formed under these Terms at any time with immediate effect by providing written notice to the other Party.

(c) The expiry or termination of these Terms (howsoever caused) shall be without prejudice to: (i) any other rights which either DTIF or You may have under these Terms; (ii) any liabilities accrued prior to the date on which the expiry or termination takes effect; and (iii) any rights or obligations of a person which are expressly stated to survive, or by their nature survive, expiry or termination of these Terms.

6. CONFIDENTIALITY
(a) In this clause, “Confidential Information” means any information received by a Party in connection with these Terms which is of a confidential nature.

(b) The Parties will each hold all Confidential Information in the strictest confidence and, except as permitted hereunder, will not disclose it to any person.

(c) Confidential Information may be disclosed by a Party to its personnel or professional advisers where strictly necessary and provided that such persons are made aware of its confidential nature.

(d) This clause 6 will not apply to information which the disclosing party can show: (i) was known to the recipient, under no obligation of confidence, at the time it was disclosed; (ii) became publicly known through no wrongful act by the disclosing party; or (iii) was required to be disclosed by law or the rules of a regulatory authority.

(e) Neither Party will make any public statement or announcement in connection with these Terms without the other Party’s prior written consent.

7. DATA PROTECTION

DTIF shall process Your personal data as an independent controller (as that term is defined in applicable data protection laws) in accordance with the terms of its Privacy Policy accessible at: https://dtif.org/wp-content/uploads/2021/05/DTIF-Privacy-Policy-v1.pdf

8. ENTIRE AGREEMENT

(a) These Terms (together with any documents referred to herein or therein or required to be entered into pursuant to these Terms) contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and any such document.

(b) You acknowledge that You are entering into these Terms without reliance on any undertaking, warranty or representation given by or on behalf of DTIF other than as expressly contained in these Terms, provided that nothing in this clause 8(b) shall limit or exclude the liability of DTIF for fraud or fraudulent misrepresentation.

9. NO PARTNERSHIP OR AGENCY

These Terms shall not create, nor shall they be construed as creating, any partnership or agency relationship between the Parties.

10. VARIATIONS

A variation of these Terms shall only be effective if made in writing, signed by or on behalf of each of the Parties and expressed to be such a variation.

11. NO WAIVER
No failure or delay by either Party in exercising its rights under these Terms shall limit or restrict the future exercise or enforceability of those rights.

12. ASSIGNMENT/SUB-CONTRACTING

(a) Subject to clause 12(b), neither Party shall, without the prior consent of the other Party, assign any of its rights and/or sub-contract, delegate or transfer any of its obligations, under these Terms.

(b) DTIF may assign any of its rights and/or sub-contract, delegate or transfer any of its obligations under these Terms to any of its parent undertakings and any subsidiary undertakings of DTIF or DTIF’s parent undertakings without Your prior consent. For the purposes of this clause, “subsidiary undertaking” and “parent undertaking” shall have the meaning ascribed thereto in section 1162 of the Companies Act 2006.

13. RIGHTS OF THIRD PARTIES

Save as otherwise expressly provided in these Terms (including, without limitation, in clauses 3 and 4), no provision of these Terms which confers rights upon any third party shall be enforceable by any such third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. NOTICES

Any notice or other communication to be given or made under or in connection with these Terms shall be in written English and sent via the helpdesk functionality accessible via DTIF’s website at https://dtif.org/.

15. GOVERNING LAW AND JURISDICTION

This Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.