



# General conditions of use of the 3Achain platform by end users (END users)

## A. PREMISES

1. The Municipality of Lugano intends to develop technical skills and businesses at local level in the field of distributed ledger technology (DLT), in which Switzerland has taken a leading role at global level, in particular by adopting a system based on the legal recognition of transactions carried out through distributed ledgers.
2. This document establishes the general conditions of use by end users ("END Users") of the permitted distributed ledger called "3Achain" promoted by the Municipality of Lugano (hereinafter, the "Platform").

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**Attention:** since we use filters to protect the security of our computer network, a communication by e-mail will be considered received only in the presence of a reply or confirmation of receipt. Otherwise, you must consider the communication as undelivered.

3. 3Achain uses a validator algorithm based on the so-called *Proof of Authority* (PoA), resulting in a rational use of energy resources and high scalability, being able to process thousands of transactions per second.
4. The physical infrastructure of 3Achain consists of a variable number of autonomous and independent nodes. The number of active validator nodes and their geographical distribution are published online ([www.3achain.org](http://www.3achain.org)).
5. Transactions enrolled in the 3Achain are globally reported on the Ethereum ledger every day at midnight.

## **B. ESSENTIAL CONDITIONS OF USE; EXCLUSION OF WARRANTIES AND LIABILITY**

1. By using the Platform, the END User accepts the applicability of these General Conditions in the version in force at the time of each use. Given that the General Conditions are variable over time and that the City of Lugano reserves the right to modify them on a discretionary basis, the version in force is published online ([www.3achain.org/documentazione](http://www.3achain.org/documentazione)).
2. The legal relationship between PRO Users and END Users does not concern the Municipality of Lugano, with which END Users do not enter into any contract for the use of products and services through the Platform.
3. The Municipality of Lugano does not assume any responsibility, nor does it provide any type of guarantee to END Users regarding the Platform, in particular regarding the security, availability, immutability, continuity and quality of the infrastructure and of the relevant register according to the "as is" and "as available" formula. By using the Platform, the END User accepts the exclusion of any guarantee and the full exemption from liability for the benefit of the Municipality of Lugano, assuming in full and on an exclusive basis any risk arising from the use of the Platform.

## **C. ADMISSION TO THE USE OF THE PLATFORM AND FEES**

1. The Platform is open to any natural or legal person, particularly in the field of research and development, who needs a DLT environment to test their projects (TEST Platform) or to take advantage of the DLT services offered on the main platform (MAIN Platform) by professional users (hereinafter, PRO Users).
2. The admission requirements, the information required as part of the identification and verification process, as well as the documents to be provided are specified in the onboarding procedure for END Users provided by each PRO User.
3. The use of the Platform requires the payment of a fee where this is provided for in the agreement entered into with the PRO User as part of the provision of products and/or services.
4. Payments, where required, must be made online in accordance with the contractual conditions established with the PRO User.

## **D. RIGHTS, OBLIGATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY**

1. Each END User agrees to use the Platform (including related tools such as the website, email, contact form, telephone number, social media profiles, newsletters, etc.) in a lawful manner, respecting the rights of others and in accordance with this document and the contract in place with the PRO User who provides products and services to the END User via the Platform.

In particular, the END User will:

- a)** comply with the instructions and detailed guidelines published online ([www.3achain.org/documentazione](http://www.3achain.org/documentazione)) and those issued by the relevant PRO User;
  - b)** refrain from dealing, directly or indirectly, with content that is misleading, unlawful, harassing, offensive, discriminatory, threatening, harmful, vulgar or otherwise inappropriate;
  - c)** refrain from processing, directly or indirectly, data or information relating to third parties without having obtained their express consent;
  - d)** refrain from using the Platform (and related resources) to carry out activities or acts that are unlawful, fraudulent or harmful to the rights of third parties, including copyright and personality rights; unlawfulness is to be assessed in consideration of Swiss law, as well as any foreign law that may be applicable to the specific case;
  - e)** refrain from processing, directly or indirectly, personal data without the prior express consent of the persons concerned, after having informed them fully about the related processing of personal data (in particular from the point of view of the immutability of the ledger);
  - f)** insert up-to-date and accurate data and information;
  - g)** ensure and guarantee that the computer devices used are secure and free of malicious elements (such as malware, viruses, trojan horses, etc.);
  - h)** refrain from using, directly or indirectly, means of any kind, including software, to interfere or attempt to interfere with the operation of the Platform and other online resources, as well as to hinder the usability of the services by other users;
2. The END User assumes all consequences that may result from the misuse of the Platform in accordance with this document, holding the Municipality harmless and indemnified from any obligation, cost, responsibility and/or damage (including legal assistance costs in Switzerland and abroad).
  3. The END User guarantees under Article 111 of the Code of Obligations (CO) that all persons under its responsibility (including managers, employees and assistants) will act in full compliance with this document and in accordance with applicable law. It is therefore recommended to pass on the obligations under this document to authorised users.
  4. The Municipality of Lugano is limited to establishing the requirements and rules for assuming and performing the independent function of validator node, as well as issuing and administering the Platform protocol, to the exclusion of any duty to supervise the validator nodes.

It is therefore the END User's responsibility to assess, where appropriate through professional advisors, whether or not the Platform meets their operational and/or legal requirements before using it.

5. The Municipality of Lugano does not provide any guarantee to END Users regarding the Platform, in particular regarding the security, availability, immutability, continuity and quality of the infrastructure and the related register, as well as for the correct and prompt fulfilment by the operators of the validator nodes of their obligations.
6. The Municipality of Lugano has the right to revoke END Users' right to use the Platform at any time and with immediate effect in the event of breach of the present contract, of the law applicable to the END User, including any foreign regulations that may be applicable, at the request of Swiss and foreign authorities and/or courts, as well as in the presence of a justified reason.
7. As a precautionary measure, the Municipality of Lugano has the right to suspend END Users until the final clarification of any factual and/or legal issue concerning the use of the Platform without incurring any penalty, liability and/or charge.
8. The Municipality is expressly released from any obligation to supervise the PRO User and its staff, the network and/or the activity of the PRO and/or END Users.
9. Any liability of the Municipality of Lugano towards the END User for the conduct of other Users of the Platform and/or third parties is expressly excluded.
10. Any activity carried out using the credentials given to the END User will be attributable to the END User concerned. The END User assumes all the consequences that could derive from the abusive use of such credentials, holding harmless and indemnified the Municipality from any obligation, cost, liability and/or damages.
11. The END User undertakes to immediately notify the City of Lugano of all computer and/or information security breaches of which he/she is aware, including internal breaches and attempted attacks, that are likely to affect the reliability and/or security, even only indirectly, of the validator nodes and/or the ledger, such as, for example, unauthorised access, coordinated malicious activity by the majority of the validator nodes (50% + 1 attacks), security holes, node unavailability, hardware and software vulnerabilities, programming errors, malware infections, theft or loss of authentication credentials and/or private keys, entry of transactions in violation of this document, etc..
12. The END User undertakes to immediately notify the Municipality of Lugano of all violations of these general conditions and of the applicable law (including foreign law) of which he/she is aware, including attempted or simply potential violations, such as, for example,

illegal activities, criminal offences, usurpation of logos and trademarks, violation of intellectual property rights, violations of personality and of the regulations for the protection of personal data, illegal financial activities, etc.

13. END Users established abroad (other than in Switzerland) are obliged to check, if necessary through professional consultants, that their use of the Platform complies with the applicable Swiss and/or foreign law. If this is not the case, they are obliged to refrain from any such use.

The Municipality of Lugano does not offer consultancy services or guarantees in this regard and declines all responsibility.

14. The END User established abroad (with respect to Switzerland) is also obliged to appoint, at the request of the Municipality of Lugano, a representative located in Switzerland with full power of representation (attorney).
15. All communications provided for in this document must be in writing and will be considered validly and effectively executed upon receipt of the same, if made by ordinary mail, respectively at the time of sending of confirmation of reading by the recipient, if made by e-mail.
16. 3Achain is a registered trademark of the Municipality of Lugano. The END User must refrain from any use of the same without the prior written consent of the Municipality.

## **E. EXTENSION OF EXCLUSIVE JURISDICTION AND APPLICABLE LAW**

The relationship between END Users and the Municipality of Lugano is governed by **Swiss substantive law**, excluding international private law (PILA) and international conventions. **Exclusive jurisdiction** lies with the court of **Lugano** (CH).