

Terms and Conditions for Developers Adding their Decentralized Applications (dApps) on Socios.com

0. Introduction

Socios Europe Services Limited, a private limited liability company incorporated in Malta with company registry number C108717 and registered office address at Level 6, Wembley Business Centre, 179 Triq D'Argens, Msida, MSD 1360, Malta ("Socios.com", "We", "Us", "Our", "Platform") makes the Socios.com App available to you ("User", "You", "Your", "Developers").

These Terms and Conditions ("Terms" or "TCs") govern the relationship between the Platform and Developers who wish to add their decentralized applications ("dApps") on the Platform.

By submitting your request to list your dApp on the Platform, you agree to comply with and be bound by these Terms. If you do not agree with any part of these Terms, you must not submit your dApp to the Platform.

1. Eligibility

1.1. You must be at least 18 years old or the age of majority in your jurisdiction to submit a dApp to the Platform.

1.2. You must have the legal authority to enter into these Terms on behalf of yourself or the entity you represent.

1.3. You must be the owner of the dApp or have sufficient authorisation, representation rights, or license to proceed with the dApp submission. Plagiarism or unauthorized use of a third party's work will result in immediate rejection or removal from the Platform.

1.4. Your dApp must have been developed on the Chiliz Chain

1.5. The dApp must comply with the requirements stated in these TCs and with any additional conditions specified in the guidelines provided by the Platform, which may be updated from time to time.

1.6. Your dApp must comply in all respects with all applicable laws and regulations, including any authorisations, approvals or licenses as may be required, in the relevant jurisdictions where it will be promoted and made available.

1.7. You must not be a resident of or located in any country subject to E.U. or U.S. embargo or sanctions, or listed as a prohibited or restricted party by the U.S. government, the European Union, or the United Nations.

2. dApp Submission and Approval

2.1. To submit a dApp, you must complete the [submission form](#) and provide all required information.

2.2. Socios.com retains absolute and sole discretion in reviewing, approving, rejecting, limiting access to, or removing any dApp submission at any time, for any reason or no reason, with or without notice.

2.3. Socios.com will prioritize submissions aligned with its own goals and objectives in the relevant industry and blockchain space. In any case, the Platform reserves the right to review and approve or reject any dApp submission at its sole discretion.

2.4. Testing a dApp involves several key steps to ensure its functionality, security, and user experience. To help your dApp approval go as smoothly as possible, review and follow the steps listed below (which are indicative, not exhaustive). Following such steps does not guarantee approval, but is a good start to facilitate the review process:

- Test your dApp for crashes and bugs choosing the right test framework
- Write unit tests and run them
- Test dApp security and performance
- Test the integration
- Test your frontend and user interface
- Test the post-deployment
- Upon request from Socios.com, You will allow us to access and use your dApp. If access to any part of the dApp requires payment, You agree to provide us with access in a manner that enables us to evaluate, review, and use the dApp as necessary. Any such access shall be provided without cost to us.
- Enable backend services so that they're live and accessible during review
- Include detailed explanations of non-obvious features in the dApp submission notes, including supporting documentation where appropriate
- Provide completed and updated contact information in case we need to reach you

The Platform reserves the right to request you any additional information it deems necessary, at any time, in order to consider your submission.

2.5. By submitting your dApp and if approved to add it to Socios.com, you grant the Platform a non-exclusive, worldwide, sub-licensable, transferable, royalty-free license to use, display, and distribute your dApp, including any intellectual property such as trademarks related thereto, for the purpose of listing and promoting the dApp on the Platform.

2.6. If your dApp is approved, Socios.com will send you an email confirming the next steps.

2.7. If your dApp is approved and listed on Socios.com, it will be displayed in alphabetical order alongside other dApps. No additional criteria for prominence will apply, except as stated above. Socios.com reserves the right to change this at any time, at its sole discretion.

3. Developer Responsibilities

3.1. You are solely responsible for the development, operation, and maintenance of your dApp, including any content, data, or materials provided through the dApp.

3.2. You must ensure that your dApp complies with all applicable laws, regulations, and Platform policies and guidelines.

3.3. You must not submit any dApp that infringes the intellectual property rights of any third party.

3.4. You are responsible for promptly addressing any security vulnerabilities or issues in your dApp.

4. Prohibited Conduct

4.1. You must not engage in any illicit or illegal activity or any behaviour that could harm, disrupt, or interfere with the operation or integrity of the Platform or other dApps.

4.2. You must not use the Platform to distribute malware, spyware, or any other malicious code.

4.3. You must not collect or store personal data from users without their explicit consent and must comply with all applicable data protection laws.

5. Prohibited dApps to be included in Socios.com

Even if your dApp complies with all the requirements to be eligible, the Platform cannot accept in any way dApps related to, or in any way incorporating, the following activities or content, which are strictly prohibited ("Prohibited Activities"):

- Gambling or lottery dApps
- Mixers or tumblers.
- Ponzi or pyramid schemes, including any dApp that exhibits characteristics of fraudulent investment schemes.
- Privacy DeFi: Any dApp that allows users to mint or redeem privacy coins.
- Unregulated centralized service providers operating on-chain.
- Facilitating illegal activities
- Infringing on intellectual property rights
- Sexually Explicit Material
- Child Exploitation
- Violence, abusive or offensive content
- Impersonation or Deceptive Behavior
- Defamatory and Harmful Content
- Harassment and Bullying
- Hate speech

The abovementioned Prohibited Activities list is not exhaustive, meaning that after reviewing the dApp the Platform has the right to exclude dApps related to other sectors and different functionalities and activities which it deems fit.

Intellectual Property

5.1. You retain all intellectual property rights in and to your dApp, subject to the license granted to the Platform under Section 2.5.

5.2. If your dApp is approved by the Platform and therefore, included in Socios.com you agree to include the logo, trademark, or any other image that identifies your dApp with the only purpose of making it visible to the Socios.com users. It is the Developer's obligation to provide the Platform with the most up-to-date logos, trademarks, or images used to identify the dApp in the market at the time of submission of the dApp, and whenever these change in the event that the Platform has agreed to list your dApp on Socios.com.

5.3. The Platform retains all intellectual property rights in and to the Platform, including any improvements, enhancements, or modifications made to the Platform.

6. Limitation of Liability

6.1. The Platform is provided "as is" and "as available" without any warranties, express or implied.

6.2. The Platform shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the Platform or the submission and use of your dApp.

6.3. The Platform shall not be liable for any actions or inactions by users of the dApp that lead to disputes between users and developers.

7. Indemnification

7.1. You agree to indemnify, defend, and hold harmless the Platform, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees (including but not limited to, reasonable legal and other professional fees) suffered or incurred by the Client arising out of or in connection with:

- your dApp
- your breach of these Terms
- any actual or potential infringement of the Intellectual Property Rights of any third party.

8. Termination

8.1. Platform Rights: Socios.com reserves the right, at its sole and absolute discretion, to:

- a) Terminate or suspend your access to the Platform;
- b) Remove listing from dApp store;
- c) Take any other action it deems appropriate with respect to your dApp admission and accessibility;

at any time, for any reason or no reason, with or without prior notice, and without any liability or obligation towards you.

8.2. No Entitlement: You acknowledge and agree that you are not entitled to any prior notice, explanation, opportunity to cure, or compensation in connection with any action taken by Socios.com under this section.

8.3. Survival: Upon termination, the following provisions of these Terms will survive: 6, 7, 10, and any other provision of these Terms which by their nature are intended to survive termination.

8.4. Upon termination, all licenses granted to you under these Terms will immediately cease.

8.5. No Guarantee of Listing or Continued Availability: You acknowledge that submission of a dApp does not guarantee its listing on the Platform, nor does initial approval guarantee continued availability. Socios.com may, at its sole discretion, decide not to list a dApp or to remove a previously listed dApp at any time.

8.6. Waiver of Claims: You hereby waive any claims against Socios.com arising from or relating to the removal, suspension, or modification of your dApp or account, including but not limited to claims for lost profits, data loss, or business interruption.

9. Amendments

9.1. The Platform reserves the right to modify these Terms at any time. In the event of material changes to these Terms, the Platform will provide notice at least thirty (30) days in advance. Any changes will be effective upon posting on the Platform.

9.2. Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the modified Terms.

10. No Assignment. You shall have no right to assign or transfer your rights and obligations under these Terms, either as a whole or in part, to any third party without the prior written and express consent of Socios.com. We may freely assign or transfer our rights and obligations under these Terms, either as a whole or in part, to any third party of our choice without having to gather the consent of the User. In doing so, We confirm that the Terms will continue to be performed in the same way as before and that the quality of the service will not deteriorate. You and Socios.com agree that any assignment or transfer in violation of this provision shall be null and void.

11. Governing Law and Jurisdiction

11.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Malta without regard to its conflict of law principles.

11.2. The Parties shall use all reasonable endeavors to negotiate in good faith and settle amicably any disputes concerning this Agreement or concerning their rights, obligations, or performance under this Agreement.

11.3. If any dispute is not resolved between the Parties within thirty (30) business days from the date on which one Party received written notification from the other Party that a dispute exists in connection with this Agreement, then each Party agrees to irrevocably submit to the exclusive jurisdiction of the Courts of Malta.

12. Contact Information

12.1. If you have any questions or concerns about these Terms, please contact us at Customer Support on support@socios.com or by registered mail at Level 6, Wembley Business Centre, 179 Triq D'Argens, Msida, MSD 1360, Malta.

By submitting a dApp to Socios.com, you affirm that you have fully understood the content and implications of these Terms and Conditions, and knowingly acknowledge and accept all provisions contained herein.
