



LM INCRYPTUS EXCHANGE - UAB

WEBSITE TERMS AND CONDITIONS OF ACCESS AND USE

Version Log

Original Issue Date:	April 2022
Approver(s):	Board of Directors
Owner(s):	LM Incryptus Exchange - UAB
Contact Person:	Managing Director – Compliance Officer
Classification:	Website Terms and Conditions of Access and Use
Operational Applicability:	All personnel & clients
Geographic applicability:	Worldwide
Last Revision Date:	May 2022
Last Reviewed Date:	May 2022
Next Review Date:	September 2022
Version:	1.2
Other Languages:	N/A



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WEBSITE TERMS & CONDITIONS OF ACCESS & USE

1. INTRODUCTION

- 1.1. 'incryptus.org' is a domain owned and operated by 'LM Incryptus Exchange, UAB', a company incorporated under the laws of Lithuania, with company registration number 306021634, having its registered office at Perkūnkiemio g. 13-91, LT-12114 Vilnius, Lithuania (the "**Company**").
- 1.2. This website, and the Services that are made available via this website – <https://incryptus.org> – (the "**Site**") are provided subject to the terms set forth herein (these "**Terms of Use**"). If you access and/or visit the Site, you agree to be bound by these Terms of Use.
- 1.3. Please read the following terms and conditions, as these Terms of Use constitute a legally binding agreement between you and the Company regarding your use of the Site and/or the Services that are made available via the Site, which include, but are not limited to aggregation of important news, newsletters, analysis focusing on the crypto industry or availability of various types of content made available through the Site or any mobile or internet connected device or otherwise (the "**Services**").
- 1.4. You also represent that you are an individual of legal age, residing in -, and/or a company validly established and existing -, in a jurisdiction other than a Restricted Jurisdiction (as defined further below).
- 1.5. The Company reserves the right, in its discretion, to change, modify, add, or remove portions of these Terms of Use at any time by posting the amended Terms of Use. Please check these Terms of Use periodically for changes. Your continued use of the Site or Services after the posting of changes constitutes your binding acceptance of such changes. In addition, when using any particular Services, you may be subject to any posted guidelines, rules, product requirements or sometimes additional terms applicable to such Services. All such guidelines, rules, product requirements or sometimes additional terms are hereby incorporated by reference into these Terms of Use.

1.6. YOUR ACCESS OR USE OF THE SITE AND/OR ANY SERVICE MADE AVAILABLE THEREON SHALL MEAN THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE.

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- 1.7. By accessing or using the Site or our Services you also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept these Terms of Use on behalf of yourself and/or any other person you represent in connection with your use of the Site or our Services. If you do not agree to these Terms of Use, you are not authorized to use the Site or our Services.

2. THE SERVICE REGISTRATION AND ACCESS TO USE

- 2.1. **Registration:** To register for our Services, you may be required to open an Account by completing the registration process (*i.e.*, by providing us with current, complete and accurate information as prompted by the applicable registration form). You will also choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. In particular, as a parent or legal guardian, you acknowledge and assume sole responsibility to ensure that the content on the Site, which is meant for mature audiences (*i.e.*, above the Legal Age of Majority) is not accessed by children. Hence, you may not share your log in credentials with your children. You expressly agree to absolve the Company of any responsibility / liability in this regard.
- 2.2. **Subscription:** Your subscription to our Services in a particular geographical territory shall be valid for that territory only and shall not automatically entitle you to access your account from a different geographical territory, unless specifically permitted by the Company.
- 2.3. **Geographic Limitation:** The Site and/or our Services are controlled and offered by Company from its facilities in the territory of Lithuania. The Company makes no representations that the Site or Services are appropriate or available for use in other locations. If you are accessing or using the Site or Services from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law. Notwithstanding the foregoing, the Site or Services may contain or provide links to content hosted on websites located outside of the territory of Lithuania.
- 2.4. In that regard, please note that the Company does not establish accounts for residents of certain jurisdictions, including Afghanistan, American Samoa, Botswana, Central African Republic, Chad, Cuba, Democratic People's Republic of Korea (North Korea), Democratic Republic of the Congo, Equatorial Guinea, Eritrea, Guam, Guinea, Guinea-Bissau, Guyana, Iran, Laos, Lebanon, Libya, Myanmar (Burma), Northern Mariana Islands, Palestine, Puerto Rico, Republic of Belarus, Republic of South Sudan, Republic of the Sudan (North Sudan), Russian Federation, Somalia, Syria, Tajikistan, Trinidad and Tobago, Turkmenistan, the following regions of Ukraine: Crimea, Donetsk and Luhansk, United States of America, US

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Minor Outlying Islands, US Virgin Islands, Uzbekistan, Vanuatu, Venezuela, Yemen, Zimbabwe and/or any jurisdiction where the distribution or use of its services and/or products would be contrary to local law or regulation ("**Restricted Jurisdictions**").

- 2.5. **Access to use:** To access our Services, you will be asked to enter your individual user name and password, as chosen by you during your registration. Therefore, the Company does not permit any of the following:
- a) Any other person sharing your account and Password;
 - b) Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with the Company as users of the Site; or
 - c) Access through a single account and Password being made available to multiple users on a network.
- 2.6. If the Company reasonably believes that an account and password is being used / misused in any manner, the Company shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address. The Company reserves the right to reject any user name selected by you and/or revoke your right to any previously selected user name and give such user name to any other person or entity in Company's sole discretion and without any liability to you.
- 2.7. Furthermore, you shall be entirely responsible for any and all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, however, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password. If messages sent to an email address provided by you and associated with your account are returned as undeliverable or wrong address, the Company reserves the right to terminate your account immediately with or without notice to you and without any liability to you or any Third-Party
- 2.8. **Availability:** The availability of content through our Services may change from time to time. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

3. BILLING – PAYMENT OF FEES & CHARGES (If Applicable)

- 3.1. By signing up for our Services, you are expressly agreeing that the Company is authorized to charge you the fees and charges as per your selected Account, any other fees for

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additional services you may purchase, as published on the Site, and any applicable taxes in connection with your use of our Services through the payment method accepted by the Company ("**Payment Method**"), which you provided during registration. If you want to use a different Payment Method than the one you signed up for during registration, or if there is a change in your Payment Method's validity or expiration date, you may edit your Payment Method information by clicking on your account. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

- 3.2. As used in these Terms, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The applicable fees and/or charges will be billed as indicated on the Site per your selected Account, unless and until you cancel your subscription or the Account or Service is otherwise suspended or discontinued pursuant to these Terms of Use. To see the applicable fees and/or charges and billing frequency per your selected Account, go to the billing information section on your Account page.
- 3.3. In order to sustain our Services, it is important that you honour the payment obligations to which you have agreed. Accordingly, the Company reserves the right to pursue any amounts you fail to pay in connection with our Services. You will remain liable to the Company for all such amounts and all costs incurred by the Company in connection with the collection of these amounts, including, without limitation, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.
- 3.4. You also understand and acknowledge that the Company only facilitates Third-Party payment gateways for processing of payments. This facility is managed by the Third-Party payment gateway provider and you are required to follow all the terms and conditions of such Third-Party payment gateway provider. You are responsible for the accuracy and authenticity of the information provided by you. You agree and acknowledge that the Company shall not be liable and shall in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instructions or fraud.
- 3.5. You can file any complaint related to payment transfer at Site and the same shall be forwarded to the concerned Third-Party payment gateway provider for redressal.
- 3.6. **THIRD-PARTY ADVERTISEMENTS AND LINKS TO OTHER SITES**
- 3.7. The Site or our Services may contain the links or pointers to other websites, but you should not infer or assume that the Company operates, controls, or is otherwise connected with

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these other websites. When you click on a link within the Site, the Company may not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of another website. Please be careful to read the terms of use and privacy policy of any other website before you provide any confidential information or engage in any transactions. You should not rely on these Terms of Use to govern your use of another website.

3.8. The Company is not responsible for the content of such advertisements or any links, or any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any advertisement or link does not imply endorsement by the Company of the advertisement or linked site or any content therein. You acknowledge and agree that the Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Site.

3.9. IN NO EVENT WILL THE COMPANY BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

4. CONTENT OWNERSHIP, TRADEMARKS, COPYRIGHTS AND LIMITED LICENSE

4.1. For the purposes hereof:

- a) "**Company Content**" means Company proprietary content, including but not limited to, Company trademarks and logos made available through the Site and/or our Services, excluding Third-Party Content and User Submissions.
- b) "**Third-Party Content**" means content you may be able to access, review, display or use Third-Party services, resources, content or information via the Site and/or our Services.
- c) "**User Submissions**" means the text, data, graphics, images, photos, video or audiovisual content, hypertext links and any other content that the Company allows its users to uploads, posts, flips, compiles or otherwise provided to Company via the Site and Services, as applicable.
- d) "**Content**" means all content, including Company Content, Third-Party Content and User Submissions made available or accessible through or via the Site and/or our Services.

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- 4.2. **Ownership:** The Site, our Services and the Company Content are protected by copyright, trademark and other applicable laws. Except as expressly otherwise provided in these Terms, the Company and its licensors exclusively own all right, title and interest in and to the Site, Services, and the Company Content, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Company Content. Company claims no ownership interest in any Third-Party Content and expressly disclaims any liability concerning those materials.
- 4.3. The Company's marks may not be used in connection with any product or service that is not a product or service provided by the Company and/or in any manner that is likely to cause confusion among consumers, or to disparage or discredit the Company.
- 4.4. All other trademarks and service marks not owned by the Company that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Site without the express written permission of the owner thereof.
- 4.5. All content on this Site, including, but not limited to, works of authorship, publications, presentations, pricing data, trade data, aggregated trade information, performance information, blogs, posts, user comments, design, text, graphics, photos, logos, button icons, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all content on this Site are the property of the Company and/or its licensors and are protected by international copyright and other intellectual property laws.
- 4.6. Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of the Company or any other person.
- 4.7. **Limited License:** Subject to your compliance with the Terms of Use set out herein, the Company hereby grants you a personal, limited, non-exclusive, non-transferable, freely revocable license to access and use the Site and our Services for the personal and non-commercial use only. Except for the foregoing limited license, no right, title or interest shall be transferred to you. Content on the Site and/or our Services is provided to you '**AS IS**' for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners.

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- 4.8. We reserve all rights not expressly granted in and to the Site and/or our Services and the Content. These Terms do not authorize you to, and you may not, reproduce, distribute, publicly display, publicly perform, communicate to the public, make available, create derivative works of or otherwise use or exploit any Third-Party Content or User Submissions in violation of applicable copyright law. Any unauthorized use of the Contents or our Services will result in termination of the limited license granted by the Company and cancellation of your membership. Use of Site or our Services for any unauthorized purpose may result in severe civil and criminal penalties. The Company does not promote, foster or condone the copying of Content, or any other infringing activity and the owners of Third-Party Content or User Submissions may have the right to seek damages against you for any such violation.
- 4.9. **Interactions between Users:** You are solely responsible for your interactions (including any disputes) with other users. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Site and Services and disclosing personal information to other Company users. You agree to take reasonable precautions in all interactions with other Company users, particularly if you decide to communicate with Company user offline or meet them in person. Your use of the Site, Services, Company Content, and any other content made available through the Site or Services is at your sole risk and discretion, and the Company hereby disclaims any and all liability to you or any Third-Party relating thereto. The Company reserves the right to contact Company users, in compliance with applicable law, in order to evaluate compliance with the rules and policies in this Terms of Use. You will cooperate fully with Company to investigate any suspected unlawful, fraudulent or improper activity via our Services.
- 4.10. By making available any User Submissions through the Site and Services, you hereby grant to Company and its users a worldwide, non-exclusive, perpetual, irrevocable, transferable, assignable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, publicly display, publicly perform, transmit, stream, broadcast, make available, communicate to the public and otherwise use and exploit such User Submissions through or by means of the Site and our Services and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world.
- 4.11. The Company does not claim any ownership rights in any such User Submissions and nothing in these Terms will be deemed to restrict any rights that you may have to use any such User Submissions. You hereby acknowledge and agree that Company shall not be liable for any Uses of your User Submissions by any Third-Party that had access to your

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User Submissions during the period in which your User Submissions was available on or through our Services.

- 4.12. You acknowledge and agree that Company reserves the right to not to publish, display the User Submissions or modify, amend or delete any User Submissions on the receipt of any complaint, that the User Submissions are infringing or in violation of any applicable laws. You acknowledge and agree that you are solely responsible for all User Submissions that you make available through the Site or Services.
- 4.13. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all User Submissions that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to Company the rights in such User Submissions, as contemplated under these Terms; (b) neither the User Submissions nor your accessing, posting, submission or transmittal of the User Submissions or Company's use of the User Submissions (or any portion thereof) on, through or by means of the Site and our Services or any other permitted use will infringe, misappropriate or violate a Third-Party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and (c) no payments of any kind shall be due to any Third-Party, whether a copyright owner or an agent thereof, for any use made of the User Submissions (or any portion thereof) on, through or by means of the Site and our Services.
- 4.14. By using the Site or our Services, you acknowledge the sole responsibility for and assume all risk arising from your access to, use of or reliance upon any such Third-Party Content, or User Submissions and Company disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third-Party Content or User Submissions.
- 4.15. You acknowledge and agree that Company: (a) is not responsible for the availability or accuracy of such Third-Party Content or User Submissions; (b) has no liability to you or any Third-Party for any harm, injuries or losses suffered as a result of your access to, reliance on or use of such Third-Party Content or User Submissions; (c) does not undertake or assume any duty to monitor for inappropriate or unlawful content on Third-Party websites or User Submissions; and (d) does not make any promises to remove Third-Party Content from being accessed through the Site or our Services.

5. ADVERTISING MATERIAL

- 5.1. Part of the Site or our Services may contain advertising information or promotion material or other material submitted to the Company by Third-Parties.

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- 5.2. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of advertisers including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.
- 5.3. Before relying on any advertising material, you should independently verify its relevance for your purpose, and should obtain appropriate professional advice. The Company shall not be responsible nor liable for any loss or claim that you may have against an advertiser or any consequential damages arising on account of your relying on the contents of the advertisement.

6. NO INVESTMENT OR TRADING ADVICE AND/OR RECOMMENDATIONS PROVIDED

- 6.1. No aspect of the Site is intended to provide, or should be construed as providing, any investment, trading, tax or other financial related advice of any kind. You should not consider any content on the Site to be a substitute for professional investment or financial advice.
- 6.2. If you choose to engage in any trading or exchange transactions based on content on the website, then such decision and transactions and any consequences flowing therefrom are your sole responsibility.
- 6.3. While individual participants may offer investment advice or opinions, such advice or opinions amount to nothing more than conversational exchanges between persons who may be anonymous or unidentifiable. The Company does not provide any investment, trading, tax or other financial related advice of any kind, either directly, indirectly, implicitly, or in any manner whatsoever. You should use any information gathered from here only as a starting point for your own independent research.
- 6.4. The Site should be used for informational purposes only. The Company and its employees and agents are not investment advisers.
- 6.5. If you make investment decisions in reliance on information you receive in connection with the Site, you do so at your own risk and the Company, its employees, and its agents will not be liable for any losses that you may sustain. You should not make any investment decision without first conducting your own research.

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- 6.6. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.
- 6.7. Any past performance indicated on this Site is not indicative of future results. Anyone investing should be able and prepared to bear a loss of his or her entire investment.

7. ACCURACY AND INTEGRITY OF INFORMATION

- 7.1. While the Company attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness and/or accuracy of the Site.
- 7.2. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by Third-Parties. The Company does not accept any liability for the correctness and/or accuracy of the Site.

8. PRIVACY & COLLECTION AND USE OF PERSONAL INFORMATION

- 8.1. For information about the Company's policies and practices regarding the collection and use of your personally identifiable information, please read the terms of the Company's '**Privacy Policy**' and '**Cookies Policy**', which are incorporated herein by reference and form an integral part of these Terms of Use.
- 8.2. Thus, by agreeing to these Terms of Use, you agree that your presence on the Site and use of our Services are governed by the Company's '**Privacy Policy**' and '**Cookies Policy**' in effect at the time of your use. The Company reserves the right to disclose any information that is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to the Company. The Company can further disclose your name, street address, city, state, zip code, country, phone number, email, as it in its sole discretion believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

9. YOUR OBLIGATIONS

- 9.1. You hereby agree and assure the Company that the Site and/or our Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws.

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9.2. You further concur that you shall not:

- a) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Site or our Services;
- b) either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by the Company;
- c) either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms;
- d) use the Site or our Services in any manner that could damage, disable, overburden, or impair and not to undertake any action which is harmful or potentially harmful to any of the Company's servers, or the network(s), computer systems / resource connected to any the Company's servers, or interfere with any other party's use and enjoyment of the Site or our Services;
- e) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site and/or our Services;
- f) perform any activity which is likely to cause such harm;
- g) carry out any "*denial of service*" (DoS, DDoS) or any other harmful attacks on application or internet service or;
- h) use the Site or our Services for illegal or unlawful purposes;
- i) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any the Company website or the website of any the Company's customers;
- j) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or our Services;
- k) attempt to gain unauthorized access to our Services, other accounts and computer systems through hacking, password mining or any other means. You shall not obtain

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or attempt to obtain any materials or information through any means not intentionally made available through the Site or our Services;

- l) incorporate the Site or Services into or retransmit via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by the Company in writing;
- m) create, recreate, distribute or advertise an index of any significant portion of the Site or Services unless authorized by the Company;
- n) use or launch any "robots", "spiders", "offline readers" etc. or any other automated system, that accesses the Site or our Services in a manner that sends numerous automated requests to the Site's servers in a given period of time, which a human cannot reasonably send in the same period by using conventional web browsing application or tool(s) for similar purposes;
- o) Send or post any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation like solicit login information or access an account belonging to someone else;
- p) Use the Site, our Services or any Company Content for any commercial purpose or the benefit of any Third-Party or in any manner not permitted by these Terms of Use;
- q) Impersonate or misrepresent your affiliation with any person or entity;
- r) Encourage or enable any other individual to do any of the foregoing.

9.3. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on the Content in any way, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by the Company in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

9.4. The Site may permit you to post user submissions, including, but not limited to, trader profiles, trading history, etc. ("**User Submissions**"). You understand that these User Submissions, once posted by you, may be visible to all users of the Site, as the Site is a public forum. You agree not to host, display, upload, modify, publish, transmit, update or share any information or User Submission, which:

- a) belongs to another person and to which the User does not have any right to;

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- b) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c) may harm minors in any way;
- d) infringes any patent, trademark, copyright or other proprietary rights;
- e) violates any law for the time being in force;
- f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g) impersonate another person;
- h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- j) contain misleading information regarding the origin of the Content; or
- k) otherwise contains objectionable content.

9.5. You understand and agree that the Company may, but is not obligated to, review User Submissions and may delete or remove it (without notice) in its sole and absolute discretion, for any reason or without assigning any reason. More specifically, when you submit any User Submissions (as per functionality made available on the Site), you give the Company express rights and consent to display your rating / review in relation to the relevant User Submissions on the Site, including making it available to other members for viewing. If you do not want your User Submissions to be shared in a public forum, do not use these features. These features may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

9.6. The Company is free to use any User Submission made by you, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving our Services. By posting / submitting any User Submission

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- 9.7. Operators of public search engines have the permission to use functionalities like spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases, in our sole discretion.
- 9.8. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to its User Submissions.
- 9.9. You shall be financially responsible for your use of our Services (as well as for use of your account by others, including without limitation minors living with you). You undertake to supervise and be responsible for all usage of minors and access of the Site under your name or account and absolve the Company from any liability on this account.
- 9.10. You also warrant that all information supplied by you or members of your family for using our Services and accessing the Site, including without limitation your name, email address, street address, telephone number, mobile number, credit card number is correct and accurate. Failure to provide accurate information may subject you to civil and criminal penalties. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use our Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with our Services. You agree that the Company may directly or through third-party service providers send information to you about the various services offered by the Company from time to time.
- 9.11. You agree that the Company will have the right to investigate and take all appropriate legal action to prevent, stop or deter violations of any of the above, including infringement of intellectual property rights and Site and Services security issues. The Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use or the rights of any Third-Party. You acknowledge that the Company has no obligation to monitor your access to or use of the Site, Services or Company Content or to

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- 10.1. The Company reserves the right to change, suspend, or discontinue temporarily or permanently, some or all of our Services (including the Content and the devices through which our Services are accessed), with respect to any or all users, at any time without notice.
- 10.2. You acknowledge that the Company may do so in its sole discretion. You also agree that the Company will not be liable to you for any modification, suspension, or discontinuance of our Services and that, in the event that the Company terminates your account or suspends or discontinues your access to our Services due to your violation of these Terms of Use, then you will not be eligible for any such credit, refund, discount or other consideration.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 11.1. You understand and agree that the Company provides the Site and our Services on '**AS-IS**' '**with all faults**' and '**as available**' basis. You agree that use of the Site and/or our Services is entirely at your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.
- 11.2. No representations, warranties or guarantees whatsoever are made by the Company whether express or implied and expressly disclaim any and all representations and warranties as to:
- a) the accuracy, adequacy, reliability, completeness, suitability or applicability of the information, the content, data, products and/or services, merchantability or any warranty for fitness for a particular purpose of the Site and/or our Services;

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- b) that the Site and/or the Service will be uninterrupted, timely, secure, or error-free or that all deficiencies, errors, defects or non-conformities will be corrected;
- c) the quality of the Site and/or any of our Services, content, information, data, or other material on the website will meet your expectations or requirements;
- d) that any errors in the Site and/or our Services will be corrected;
- e) warranties against infringement of any third-party intellectual property or proprietary rights; and/or
- f) other warranties relating to performance, non-performance, or other acts or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers etc...

11.3. The Company does not warrant that any of the software used and or licensed in connection with the Site and/or our Services will be compatible with other third party software or devices, nor does it warrant that operation of the Site and/or our Services and/or any associated software will not damage or disrupt other software or hardware.

11.4. The Company, its affiliated entities, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of Site and/or or our Services, whether based in contract, tort, strict liability, or other theory, even if the Company have been advised of the possibility of damages. In the event any exclusion contained herein be held to be invalid for any reason and the Company or any of its affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability of the Company or any of its affiliate entities, officers, directors or employees shall be limited to and shall not exceed any fees and/or charges paid by you in connection with our Services in the month preceding the date of your claim.

11.5. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL OR TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE AND/OR OUR SERVICES, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND/OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

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- 11.6. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE AND/OR OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA THE SITE AND/OR OUR SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 11.7. NEITHER THE SITE, NOR OUR SERVICES, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE AND/OR THE SERVICES, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY ASSET, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY TRANSACTION, FINANCIAL CONTRACT, SECURITY OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT STRATEGY.
- 11.8. IN ADDITION, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE AND/OR THE SERVICES IS AT ALL TIMES ACCURATE, COMPLETE, RELIABLE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE OR OUR SERVICES.
- 11.9. FURTHERMORE, THE COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SITE AND/OR OUR SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.
- 11.10. IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF THE COMPANY OR ITS AFFILIATES (THE "COMPANY'S PARTIES") BE LIABLE TO YOU OR ANY THIRD-PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE AND/OR THE SERVICES, ANY INFORMATION POSTED ON THE SITE BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON THE SITE OR VIA THE SERVICES.
- 11.11. THE ABOVE LIMITATION OF LIABILITY SHALL INCLUDE, BUT SHALL NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

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12. INDEMNIFICATION

12.1. You agree to indemnify and hold the Company and any of its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (a) the use of the Site and/or our Services, or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the Site or our Services under any Access Method assigned to you; (b) any claim due to or arising out of your violation of these Terms of Use, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder; (c) any claim due to or arising out of any User Submissions provided by you to the Company; (d) your violation of any rights of any Third-Party and/or any claim that you have caused damage to a Third-Party, or (e) your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right.

13. MISCELLANEOUS

13.1. **Relationship:** None of the provisions of these Terms of Use shall be deemed to constitute a partnership or agency between you and the Company, and you shall have no authority to bind the Company in any manner, whatsoever. These Terms of Use are solely for your and the Company's benefit and not for the benefit of any other person, except for permitted successors and assigns under this Agreement.

13.2. **Assignment:** You may not transfer to anyone else, either temporarily or permanently, any rights to access and/or use the Site and/or our Services or any part of the Site and/or Services. Any attempt by you to do so is void. The Company may assign, transfer, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity.

13.3. **Force Majeure:** Neither Party shall have any liability for any interruption or delay, to access the Site due to Force Majeure Event. For the purposes of this clause, '**Force Majeure Event**' means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the party affected thereby and which causes or results in default or delay in performance by such affected party of any of its obligations under this

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agreement and includes an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes.

- 13.4. **Applicable Law:** The laws of the Republic of Lithuania will govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action or claim arising out of or in connection with these Terms of Use or your use of the Site and/or our Services, shall be brought in accordance with the '**Complaints Handling Policy and Procedures**' published on the Site, and, where applicable, the dispute resolution procedures set out therein and you consent to the terms set out in the '**Complaints Handling Policy and Procedures**' published on the Site and, where applicable, the dispute resolution procedures set out therein.
- 13.5. **Limited Time to Bring Your Claim:** You and the Company agree that any cause of action arising out of or related to these Terms of Use and/or any use of the Site or our Services must commence within four (4) months after the cause of action accrues otherwise, such cause of action will be permanently barred.
- 13.6. **Survival:** Rights and obligations under the Terms, which by their nature should survive, will remain in full effect after termination or expiration of your subscription to the Site or our Services.
- 13.7. **Non-Waiver:** Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.
- 13.8. **Entire Agreement/Severability:** These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, whether oral or written, between you and the Company with respect to such subject matter. If any portion of these Terms of Use is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions.

14. CONTACT

- 14.1. If you have any questions relating to these Terms and Conditions, the Site or the Company, please contact: support@incryptus.org.

15. COPYRIGHT

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- 16.2. Please note that this procedure is exclusively for notifying the Company that your intellectual property rights have been infringed.
- 16.3. Please include the following information/documentation:
- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
 - b. A description of the intellectual property right that you claim has been infringed;
 - c. A description of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - d. Information regarding how we may contact you (*i.e.* your address, telephone number and e-mail address);
 - e. A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
 - f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

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