

Terms of Service

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PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SITE YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

Thank you for visiting <https://web3haven.cloud>. These Terms of Service (these "Terms") apply to your ("User," "user," "You" or "you") access to, and use of, our websites and associated application program interface or mobile applications (the "Website" or "Site") including <https://web3haven.cloud>.

The Terms constitute the agreement and understanding regarding the use of any or all of the Services, and any manner of accessing them, between you and the service provider, i.e. Web3haven Inc. ("Web3haven", "we", "us" or "our").

Web3haven reserves the right to change or modify these Terms at any time in its sole discretion and without prior specific notice to you. Web3haven will change the "Last updated" date at the top of these Terms when such changes or modifications are made, which shall be effective immediately. Your continued use of the Website will indicate your acceptance of such changed or modified Terms.

Web3haven reserves the right, in its sole discretion, to modify, suspend or cancel the Website or any portion of the Website or Services without prior notice to you, and to block or prevent your future access to, and use of, the Site.

1. ELIGIBILITY

By accessing or using the Site you represent and warrant that you have not previously been suspended or removed from the Site. You represent and warrant that you are not identified as a "Specially Designated National." You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

Note that we may not make all of the Services available in all markets and jurisdictions, and may restrict and/or prohibit use of all or a portion of the Services from Restricted Locations, which at this time include the United States of America, including all the U.S.A. territories, such as Puerto Rico, American Samoa, Guam, the Northern Mariana Island, and the U.S. Virgin Islands (St. Croix, St. John and St. Thomas). The content of the Terms shall not be excluded from the laws of the country or region under which the user belongs. As a result, if you do not meet these eligibility requirements, do not use our Services.

2. PRIVACY POLICY

Please refer to our Privacy Policy for information about how Web3haven collects, uses and discloses information about its users.

3. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated on the Site, the Site and all the content and other materials on the Site, including, without limitation, the Web3haven logo and all designs, texts, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof

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4. COPYRIGHT COMPLAINTS

If you believe anything on the Site infringes upon any copyright which you own or control you may file a notification of such infringement with us at the following email address: support@web3haven.cloud.

5. USER CONTENT

The Site may include interactive areas or services (“Interactive Areas”) in which you or other users may create, post, send or store messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code, links or other items or content on the Site (“User Content”). By using the Site, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Site any of the following:

a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, false, misleading or otherwise objectionable; b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law; c. User Content that may impinge upon the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual’s consent; d. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content; e. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; f. Viruses, corrupted data or other harmful, disruptive or destructive files; or g. User Content that, in the sole judgment of Web3haven, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas, the Site, or which may expose Web3haven to any harm or liability of any kind.

Web3haven does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Web3haven liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. When you participate in Interactive Areas you understand that certain information and content you choose to post may be displayed publicly or

to select users. You are solely responsible for your use of the Site and the Interactive Areas and use them at your own risk.

If you become aware of User Content that you believe violates these Terms you may report it by email to the following address: support@web3haven.cloud. Enforcement of the Terms, however, is solely in our discretion and the absence of enforcement of these Terms in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Site will not contain any content that is prohibited by the Terms. Although Web3haven has no obligation to screen, edit or monitor any of the User Content posted on the Site, Web3haven reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Site in violation of these Terms may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

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By posting User Content to the Site you represent and warrant that: (a) such User Content is non-confidential; (b) you own and control all of the rights to the User Content or you otherwise have the right to post and use such User Content and to grant the rights to Web3haven that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, does not, and will not, violate these Terms or any applicable law, rule or regulation.

6. REPEAT INFRINGER POLICY

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You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray Web3haven or our Site in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any Web3haven Marks or other proprietary graphic of Web3haven to link to the Site without the express written permission of Web3haven. Further, you may not use, frame or utilize framing techniques to enclose any Web3haven trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout/design of any page or form contained on a page of the Site without express written consent of Web3haven. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of Web3haven or any third party.

9. THIRD PARTY CONTENT

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10. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding Web3haven or the Site (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of Web3haven. Web3haven will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Web3haven, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including but not limited to reasonable attorneys'

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14. MODIFICATIONS TO THE SITE

Web3haven reserves the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that Web3haven will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

15. APPLICABLE LAW AND VENUE

These Terms and your use of the Site will be governed by and construed in accordance with the laws of the Republic of Seychelles, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms not subject to arbitration (as set forth below) will be filed only in the courts located in the Republic of Seychelles, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

16. ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH WEB3HAVEN AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Web3haven agree to arbitrate any dispute arising out of these Terms or relating to the Site, except that you and Web3haven are not required to arbitrate any dispute, in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Web3haven agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in the jurisdiction of Web3haven Inc., and that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of courts of arbitration. You and Web3haven also agree that the courts in the jurisdiction of Web3haven Inc. have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you, nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person, if Web3haven is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

17. SURVIVAL

Sections 5 (User Content), 7 (Trademarks), 9 (Third Party Content), 10 (Feedback), 11 (Indemnification), 12 (Disclaimer of Warranties), 13 (Limitation on Liability), 15 (Applicable Law and Venue), 16 (Arbitration), this Section 17 (Survival) and Section 18 (Severability) will survive any termination or expiration of these Terms.

18. SEVERABILITY

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.