

Terms of Use for Sciving International Limited

Last updated on the 15th of March 2024.

1. General.

By accessing and using the Sciving International Limited Website (our or this “Website”), you agree to the following terms of use as they may be modified, changed, supplemented, or updated from time to time (collectively, these “terms”), as well as all applicable laws and regulations.

Please read the following terms and conditions carefully.

If you do not agree to all these terms, do not use this Website or any information, links, or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the following terms, including our Privacy Policy, which is hereby incorporated into these terms by reference. If you are using our Website on behalf of your organization, that organization must accept these terms.

These terms may be modified, changed, supplemented, or updated by Sciving International Limited (“Sciving International Limited,” “we,” “us,” or “our”) in its sole discretion at any time without advance notice. Visit this page regularly to be aware of any changes. Your continued use of this Website confirms your acceptance of these terms as they are modified, changed, supplemented, or updated by us. If you do not agree to such revised terms, you must stop using this Website and any information, links, or content contained on this Website.

2. Use of Website.

The purpose of our Website is to provide you with general information about the services provided by Sciving International Limited.

3. Open Source Software.

We may make (but are not obligated to) the source code for the software that we develop available for download as open-source software. You agree to be bound by, and comply with, any license agreement that applies to this open-source software. You cannot indicate that you are associated with us in connection with your use, modifications, or distributions of this open-source software. When we host any software and enable you to access and use such software through our Websites, including this Website, terms apply to such access and use, as well as any license agreements that we may enter into with you.

4. Third-Party Content.

We may display third-party content, advertisements, links, promotions, logos, and other materials on our Website (collectively, the “Third-Party Content”) for your convenience only. We do not approve, control, endorse, or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content and any third party that provides Third-Party Content are solely between you and such third parties. We are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third-party sites linked to or from our Website, nor

can it be assumed that we have reviewed or approved such sites or their content, nor do we warrant that the links to these sites are current or work.

5. User Content.

If you post, upload, input, provide, or submit your personal data and information to us, including, without limitation, your name, email address, IP address, cryptocurrency address, text, code, or other information and materials, sign up for our mailing list, or create an account on our Website (collectively, your “User Content”), you must ensure that the User Content that you provide at that or at any other time is true, accurate, current, and complete; and any User Content that you post, upload, input, provide, or submit to us or our Website does not breach or infringe the intellectual property rights of any third party.

We do not own, control, or endorse any User Content transmitted, stored, or processed via our Website or sent to us; and we are not responsible or liable for any User Content. You are solely responsible and liable for all your User Content and use of any interactive features, links, information, or content on our Website. You represent and warrant that:

you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant licenses in these terms;

your User Content does not violate any agreements or confidentiality obligations; and

your User Content does not violate, infringe, or misappropriate any intellectual property rights or other proprietary rights, including the right of publicity or privacy, of any person or entity.

You are solely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are completely responsible for any and all activities (if any) that occur under your account. You must notify us immediately of any unauthorized use of your User Content, account, or any other breach of security. We are not liable for any losses or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you may be held liable for losses incurred by Sciving International Limited Parties or another party due to someone else using your User Content or account. You may not use anyone else’s User Content or account at any time without permission from such a person or entity.

By posting, uploading, inputting, providing, or submitting your User Content to us, you grant Sciving International Limited, its affiliates, and any necessary sublicensees a non-exclusive, worldwide, perpetual right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform, and publicly display your User Content and sublicense such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data. Contact us at info@sciving.com for us to communicate with you effectively and provide accurate and current information.

Although we have no obligation to screen, edit, or monitor User Content, we reserve the right and have absolute discretion to remove, screen, or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, misuse of our Website, or any breach of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason.

Any User Content submitted by you for this Website may be accessed by us globally.

6. Feedback.

If you decide to submit questions, comments, suggestions, ideas, original or creative materials, or other information to us (collectively, “Feedback”), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback.

The purpose of these terms is to avoid potential misunderstandings or disputes if Sciving International Limited’s products, services, business ideas, or business strategies may seem similar to ideas submitted to us as Feedback. If you decide to send us Feedback, you acknowledge and understand that Sciving International Limited Parties make no assurances that your Feedback is treated as confidential or proprietary.

7. Aggregate Information.

We may collectively gather information and statistics about all visitors to this Website, which may include information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

8. Intellectual Property.

Sciving International Limited and its licensors retain all rights, titles, and interests in and to this Website and its products and services, including copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, and information and other material available on our Website. Nothing on this Website may be copied, imitated, or used, in whole or in part, without our or the applicable licensor’s prior written permission. Sciving International Limited reserves all rights not expressly granted.

Any unauthorized reproduction is prohibited.

You may only access, use, and print the information and material on this Website for non-commercial or personal use, provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialize, publish, or create derivative works from any part of the content, format, or design of this Website.

If you seek to reproduce or otherwise use the content on this Website in any way, it is your responsibility to obtain approval from us for such use. Nothing in these terms is construed as conferring any right or license to any patent, trademark, copyright, or other proprietary rights of Sciving International Limited or any third party, whether by implication or otherwise.

9. Acceptable Use Policy.

You must only use content or services provided through this Website for their stated purpose. You cannot use this Website to:

Publish, post, send, upload, submit, display, or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortuous, or otherwise objectionable.

Display, upload, or transmit material that encourages conduct that may constitute a criminal offense, result in civil liability, or otherwise violate or breach any applicable laws, regulations, or code of practice.

Interfere or violate legal rights (such as rights of privacy and publicity) of others or violate others' use or enjoyment of this Website.

Violate any applicable laws or regulations.

Use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from using this Website or links on this Website that could damage, disable, overburden, or impair the functioning of this Website, our servers, or any networks connected to any of our servers in any manner.

Create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresenting yourself to be another person or representative of another entity, including, but not limited to, an authorized user of this Website or an Sciving International Limited representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity, or group.

Mislead or deceive us, our representatives, or any third parties who may rely on information you provide. You cannot provide inaccurate or false information, including omissions of information.

Disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information).

Violate, infringe, or misappropriate any intellectual or industrial property right of any person (such as copyrights, trademarks, patents, trade secrets, or other proprietary rights of any party) or commit a tort.

Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property.

Send, upload, display, disseminate, or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material.

Access any content, area, or functionality of this Website that you are prohibited or restricted from accessing, or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area, or functionality of this Website.

Obtain unauthorized access to or interfere with the performance of the servers that host this Website or provide services on this Website or any servers on associated networks, or otherwise fail to comply with any policies or procedures relating to the use of those servers.

Attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services.

Harvest or collect, whether aggregated or otherwise, data about others, including email addresses, and/or distribute or sell such data in any manner.

Use any part of this Website, other than for its intended purpose.

Use this Website to engage in or promote any activity that violates these Terms of Use.

10. Indemnification.

To the fullest extent permitted by applicable laws, you must indemnify, defend, and hold us and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (collectively, the “Sciving International Limited Parties”) harmless from and against all claims, damages, liabilities, losses, costs, and expenses (including attorneys’ fees) that arise from or relate to:

your access to or use of our Website, products, or services;

your User Content;

any Feedback you provide; or

your violation of these Terms of Use.

We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Sciving International Limited.

11. Disclaimer.

THIS WEBSITE AND ALL INFORMATION, PRODUCTS, AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES WHATSOEVER OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES, OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY, OR OPERATION OF THIS WEBSITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT, OR THE INFORMATION OR MATERIAL IT CONTAINS.

EACH OF THE SCIVING INTERNATIONAL LIMITED PARTIES DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION:

(A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, SERVICES, AVAILABILITY, UNINTERRUPTED ACCESS, OR SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS WEBSITE;

(B) ANY WARRANTIES THAT THIS WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS;

(C) ANY WARRANTIES THAT THIS WEBSITE, ITS CONTENT, AND ANY SERVICES OR PRODUCTS PROVIDED THROUGH IT ARE ERROR-FREE, OR DEFECTS IN THIS WEBSITE, ITS CONTENT, OR SUCH SERVICES OR PRODUCTS ARE CORRECTED;

(D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

(E) ANY WARRANTIES THAT THIS WEBSITE IS COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND

(F) ANY WARRANTIES OF NON-INFRINGEMENT.

THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS WEBSITE. THE SCIVING INTERNATIONAL LIMITED PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS PRODUCTS, SERVICES, AND/OR MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

In addition, to the maximum extent permitted by law, none of the Sciving International Limited Parties are responsible or liable for:

(a) Any loss, liability, cost, expense, or damage suffered or incurred arising out of or in connection with any access to or use of this Website or any of its content.

(b) Any reliance on, or decision made on the basis of information or material shown on or omitted from this Website.

(c) Any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment, or other engagement or appointment (if any) advertised on this Website and any representation or otherwise that we have or ask for a candidate's information, will or have asked to interview or hire a candidate, or that any candidates will meet our needs.

(d) Any matter affecting this Website or any of its content caused by circumstances beyond our reasonable control.

(e) Performance of this Website and any fault, delays, interruptions, or lack of availability of this Website or any of the services and products provided through this Website, which may occur due to increased usage of this Website, intermittent failures of this Website, or the need for repairs, maintenance, or introduction of new facilities, products, or services.

(f) Any information or material on any website operated by a third party that may be accessed from this Website.

IN NO EVENT WILL THE SCIVING INTERNATIONAL LIMITED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, ACTUAL, EXEMPLARY, PUNITIVE, OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES) REGARDLESS OF WHETHER THE SCIVING INTERNATIONAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH:

- (A) THE USE OR PERFORMANCE OF THIS WEBSITE;
- (B) ANY PROVISION OF OR FAILURE TO PROVIDE THIS WEBSITE OR ITS SERVICES (INCLUDING, WITHOUT LIMITATION, ANY LINKS ON OUR WEBSITE);
- (C) ANY INFORMATION AVAILABLE FROM THIS WEBSITE;
- (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY;
- (E) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF THE TRANSMISSION OF DATA OR CONTENT TO OR FROM US; OR
- (F) THE FAILURE TO RECEIVE, IN ANY WAY, THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS, OR PROPERTY FROM YOU.

IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE SCIVING INTERNATIONAL PARTIES ARISING UNDER THESE TERMS EXCEED \$50.00 USD.

12. General.

These Terms of Use are governed by the courts of England and Wales. All claims arising out of or relating to these terms will be litigated exclusively in the courts of England and Wales, and we and you consent to personal jurisdiction in those courts.

These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, the term will be modified, such that it is enforceable and will not affect any other terms contained herein.

If you have any questions regarding these terms, please contact us at info@sciving.com

13. Entire Agreement.

These terms contain the entire understanding between you and us relating to your use of this Website and supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Website and its contents.