

## **Terms of Use**

### **1. The Software**

These software terms of use (the “Terms”) apply to software published by us (the “Software”).

### **2. About us**

2.1. We are Web3 Labs Ltd and we publish the Software. We’re a company registered in England and Wales with company number 10783824 whose registered address is at 2 Leonard Circus, 62 Paul Street, London EC2A 4DQ. In these terms we refer to ourselves as “we”, “us”, “our” or “ourselves”.

2.2. In case you need it, our VAT number is GB283828172.

2.3. You get hold of us in any of the following ways:

- a. by emailing us at [hi@web3labs.com](mailto:hi@web3labs.com); or
- b. by writing to us at 2 Leonard Circus, 62 Paul Street, London EC2A 4DQ.

### **3. Personal Data**

For information about how we collect and use your personal information, please see our privacy notice which is available at <https://www.web3labs.com/privacy-policy>.

### **4. Terms of use**

4.1. These Terms set out the terms on which you may use the Software. These Terms are important and you should read them carefully before using the Software. They explain how you may use the Software.

4.2. By using (and continuing to use) the Software, you agree to comply with these Terms. If you do not agree with these Terms then you must stop using the Software immediately.

### **5. Changes to these Terms**

5.1. We may change these Terms from time to time. You should therefore check these Terms each time you use our Software for any changes. These Terms were last updated on April 27, 2019.

5.2. If you do not agree with the new/amended Terms then you must stop using the Software immediately. If you continue to use the Software, you agree to comply with the new/amended Terms.

### **6. Site Availability and access to the Site**

6.1. We permit access to the Software on a temporary basis and we may amend, suspend or indefinitely withdraw the Software, without notice to you.

6.2. You may only use our Software for lawful reasons.

6.3. Whilst we try to make this Software available at all times, we make no promises that it will be available at all times and we will not be liable if the Software is unavailable for any period of time, for whatever reason.

6.4. Access to the Software may be restricted or the Software may be unavailable to allow us to repair, maintain or improve the Software. We do not guarantee that access to the Software will be uninterrupted.

6.5. You are responsible for ensuring that you have the necessary and compatible equipment and devices for accessing our Software.

### **7. Updates to Content**

We regularly change and update content on our Software.

### **8. Reliance on Content**

8.1. The content in our Software is posted for general information purposes on an 'as is' basis and is not intended to amount to advice on which you should rely.

8.2. You should always obtain your own professional advice before taking any action or refraining from doing something based on the content of our Software.

8.3. We use reasonable endeavours to provide content which is up to date, but we do not warrant, represent, promise or guarantee that the content on our Software is up to date or accurate.

## **9. Third Party Sites**

The Software may contain links to third-party websites. We are not responsible for the content on any linked website and we accept no responsibility for any loss or damage suffered due to your use of them. We provide these links as we believe it may assist you and other users of our Software but by providing the link we do not in any way approve the linked website or anything contained therein.

## **10. Viruses and bugs**

10.1. We do not guarantee that our Software will be free from viruses, bugs or other harmful code or programs. It is your responsibility to ensure that the equipment and devices you use to access our Software are installed with up to date and sufficient anti-virus software.

10.2. You must not intentionally introduce viruses, bugs or other harmful code or programs to our Software.

10.3. You must not attempt to hack or attack or attempt to gain unauthorised access to our Software, any part of it or any software or equipment connected to it. We may take legal action against you and we may disclose your details to law enforcement agencies where we believe this is necessary or if we are required to disclose them by law. We may take any other action as we consider is necessary

## **11. Our Liability**

11.1. Nothing in this section 13 or these Terms shall exclude or place limits on our liability for any death or personal injury caused by our negligence or for any other liability which cannot be excluded or limited by law.

11.2. To the fullest extent permitted by law we exclude all liability for loss or damage arising out of or in connection with your use of our Software (including any inability to use our Software). This exclusion covers, but is not limited to, liability for:

- a. any direct loss;
- b. any loss of profit;
- c. any loss of revenue, anticipated savings or goodwill; or
- d. any indirect or consequential loss.

11.3. To the fullest extent permitted by law, we exclude all representations and warranties relating to our Software and the content on it.

11.4. As explained in section 8, we will not be liable for any loss or damage arising out of or in connection with your use of or reliance on any content on our Software.

11.5. If you are a consumer, then none of these exclusions or limitations or other terms in these Terms affect your rights under consumer law.

## **12. Intellectual Property Rights**

12.1. Except in respect of content uploaded by visitors (see section 11) we own (or we are an authorised licensee) of all intellectual property rights in this Software and in the material and content published on it. These are protected by worldwide intellectual property laws and we reserve all such rights.

12.2. We grant to users of the Software a non-exclusive revocable licence to view and print the content appearing on the Software or any part of it, subject to the following conditions:

- a. you may print one copy for your own personal use (but not for commercial use);
- b. you may download extract(s) from our Software for your own personal use (but not for commercial use);
- c. you must not delete any copyright notice from any content which you print or download;
- d. you must acknowledge us (or the relevant person/contributor) as the author of the content;
- e. you must not license or resell any content printed or downloaded from our Software; and
- f. you must not use any of our trade marks or any third party trade marks which appear on our Software without our express written permission (or that of the relevant third party).

12.3. If you print or copy any content from our Software without complying with these Terms then your right to access our Software will end immediately and you must destroy, delete or return any copies of the content when and how we instruct you to.

### **13. Links to our Software**

You may link to our Software but any such link is subject to the following conditions:

- a. the link must not damage our reputation;
- b. you must ensure that the link does not in any way suggest that there is any kind of association between us and does not suggest that we promote or endorse you in any way; and
- c. we reserve the right to withdraw permission to you linking to our Software.

### **14. Severance**

If any part of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of these Terms.

### **15. Law and Jurisdiction**

If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. Unless you are a consumer living in Scotland or Northern Ireland, we both agree respectively that proceedings will be brought in the English courts. However, if you are a consumer living in Scotland, you can bring proceedings in Scottish or English courts and if you are a consumer living in Northern Ireland you can bring proceedings in Northern Irish or English courts.