

# NEPT Token Landing Page | Terms of Use

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Effective Date: 15th April 2022

Nept limited, (hereinafter "Company" or "us" or "we" or "our") is a company incorporated under the laws and regulations of the British Virgin Islands which runs and makes available the online website accessible at [www.metanept.io](http://www.metanept.io) and all its related sites, blogs, forums and Website (altogether the "Website").

These Terms of Use have been put together so that you, the User (*hereinafter*, "User" or "You" or "Your") comprehend and become familiar with the terms and conditions that govern your relationship with the Company when you use and access the Website. By your continued usage of and access to this Website, and any services that are linked to the Website, you assent to the Terms of Use, and this shall be construed as a valid and enforceable agreement between you and the Company

## DEFINITIONS

1. For a better understanding of the terms set out herein, we have thought it necessary to define the following terms:
  - 1.1. "Website" shall be, [www.metanept.io](http://www.metanept.io), the online website provided by the Company through which a user accesses certain Company services.
  - 1.2. "User" shall be the person accessing the Website and the Website, if available under certain circumstances described herein.
  - 1.3. "Payment Method" shall be the method available on the Website chosen by the Client to make payments or purchases of products or services there available.
  - 1.4. "User Account" shall be used to refer to the account created by a User on the Website.
  - 1.5. "Features" shall be the allowed interactions available and accessible through the Website.

## SERVICES

2. Your ability to access the Website services is subject to your compliance with these Terms of Use and your consent to our policies.
3. In certain circumstances the Services may become unavailable whenever:
  - 3.1. Your payments, if any, are not cleared when they are expected to occur and your account is put on hold as a result of such pending payment;
  - 3.2. The Company has good reasons to believe that you are in breach of this Terms of Use or have otherwise incurred unacceptable behaviour online, and your account is suspended until such situation is cleared; and
  - 3.3. The Company discovers that your activities may be illegal or otherwise illegitimate, and therefore terminates your access to the Website and the Services in General.

## ELIGIBILITY

4. The following conditions must be fulfilled for you to be a User of the Website, and to use its services:
  - 4.1. You must be at least 18 years old
  - 4.2. The services are legal in your jurisdiction and the usage of the same does not violate any laws or regulations of your jurisdiction
  - 4.3. You hold the authority and/or sufficient legal representation to register for any kind of entity, when applicable.
  - 4.4. At the time of any registration, you have entered true and verifiable information and You are not exploiting false identities, impersonating people, or using any usernames that you are not authorised to do, and nor do you intend to do so.

#### PERSONAL INFORMATION

5. Our Privacy and Cookie policy comprehensively outlines the Company's stances and actions regarding the handling of personal and private information of all its Website Users.

#### ACCEPTABLE USE

6. Users must comply with this agreement at all times. You are not allowed to do any of the following:
  - 6.1. Upload any content or material which is not property or to which the User has been granted a license.
  - 6.2. Impersonate anyone or report information that is untrue, inaccurate or otherwise false.
  - 6.3. Breach the terms and conditions of this Agreement.
  - 6.4. Frame or Mirror the website in any manner.
  - 6.5. Attempt to make copies of, reproduce or otherwise clone the Website, its contents, its solution, its databases, trademarks and any other parts of it.
  - 6.6. Reverse engineer any components of the Website, any other pieces of software which run the services, or the content and features available thereon.
  - 6.7. Try to upload or otherwise infest the server with viruses, spyware, malware or any other harmful software.
  - 6.8. Attempt to access the Website through a backdoor, or attempt to access the Website as anything different than a user.
  - 6.9. Aid or assist a third party in any of the aforementioned prohibitions.

#### INTELLECTUAL PROPERTY

7. All the content viewable, accessible, available and otherwise displayed on the Website, including the Website, the services and any other material there available shall be construed as the exclusive property of the Company or its licensors.
8. Their download and use, including any copyright and other property rights of the Website and its services, may not be breached or used commercially. Any use must be abiding with this Agreement or previously authorized by the Company or its licensors in writing.

9. By extending the license of the foregoing section, the Company does not extend or grant any rights or licenses to Users for the use of their content, trademarks or software not directly related to the Website services.

#### TERMINATION

10. The Company reserves all right to terminate your access to the Website and its services, without any liability and obligation to notice to you, effective immediately, including, but not limited when:
  - 10.1. You breach the terms and conditions of this Agreement;
  - 10.2. The Company becomes aware or believes in good faith that you are using the Services for illegal activities and/or purposes, or plan to do so;
  - 10.3. You are continuously suspended for non-payment if any; and
  - 10.4. The Company files for bankruptcy and is unable to enable the Services.

#### SEVERABILITY, SURVIVAL AND WAIVER

11. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.
12. Some of the Sections of this Agreement may survive the termination of these terms, regardless of which party promoted such termination.
13. The failure of any Party to exercise any rights they may be entitled to shall not constitute or be construed as a waiver or forfeiture of such rights in the present or future..

#### ASSIGNMENT

14. The Parties agree that User may not assign any of users' rights or obligations determined in this agreement to any third parties, without express and explicit written consent of the Company. The Company may at any time assign this Agreement, provided that the conditions and terms of this Agreement survive such assignment and are kept identical or improved by the assignee.

#### ENTIRE AGREEMENT.-

15. This Agreement and the Governing Documents, in general, contain the entire understanding of the User and the Company shall supersede all prior understandings of the parties hereto relating to the subject matter hereof.
16. Notwithstanding the aforementioned, this may not apply if a different agreement is signed between the user and the Company.

#### INDEMNITY

17. You agree to indemnify and hold harmless the Company, its affiliates, directors, stockholders, officers, licensors, employees and agents against any legal claims, charges, damages, costs, liabilities and losses, including any applicable reasonable attorney fees, which arise out of:
  - 17.1. Your use of the Websites services and the content you upload;

- 17.2. Your breach of any of the terms and conditions of these Terms;
- 17.3. Any unacceptable or objectionable use of the Website or any service offered to the User by the Company; and
- 17.4. Any negligent or willful misconduct by the User.

#### LIMITED LIABILITY

- 18. Under no circumstances shall the Company be liable to the user or any other person for any indirect, inconsequential, special or punitive damages for any matter arising from or related to this agreement, the Website or its service. This includes but is not limited to:
  - 18.1. the Party's use or inability to use the website;
  - 18.2. any changes to the website;
  - 18.3. delays, failure, unauthorised access or alteration of data;
  - 18.4. any content or data transmitted or received, or not transmitted or received by/from any party; and
  - 18.5. any content or data from a third-person accessed on or through the website or the service.
- 19. Some jurisdictions prohibit the exclusion or limitation of incidental or consequential damages. Thus, this limitation of liability may not apply to such Users.

#### DISCLAIMER OF WARRANTIES

- 20. THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. USE OF THIS WEBSITE AND ANY SERVICE OFFERED BY THE COMPANY IS AT THE USER'S SOLE RISK. THE COMPANY MAKES NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (B) THAT THE WEBSITES OR THE SERVICE WILL MEET THE USER'S REQUIREMENTS; (C) THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED, ACCESSIBLE OR ERROR-FREE; AND/OR (D) THAT ANY INFORMATION, DATA OR CONTENT OBTAINED FROM THE WEBSITE, OR THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE, TIMELY OR FREE FROM VIRUSES OR OTHER FORMS OF DESTRUCTIVE CODE. NO ADVICE OR INFORMATION OBTAINED BY THE USER FROM THE COMPANY, WHETHER IN ORAL, WRITTEN OR ELECTRONIC FORM, RELATING TO THE USER'S USE OF THIS WEBSITE, THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### ERRORS AND OMISSIONS

- 21. The Website may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to certain products or services offered by the Company.
- 22. The Company shall not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honour reservations or information affected by such inaccuracies.

23. The Company reserves the right to make changes, corrections, cancellations and/or improvements to any information contained on the Website, at any time without notice, including after confirmation of a transaction.

#### PRODUCTS AND SERVICES

24. The Website may contain information about products and services (i.e., NEPT Tokens and other NFTs) offered by the Company, not all of which are available in every location. Any reference to a Company product or service on the Website does not imply that such product or service is or will be available in the User's jurisdiction.

#### THIRD-PARTY LINKS

25. The Company is not responsible for the privacy policy or cookies of any third party websites whose links may be attached to the Company's Website. The User also agrees that the Company is not responsible for the availability of external websites and resources, and cannot be held liable for the content, advertising, products or other material from such websites or resources.

#### MODIFICATION

26. The Company has the right at any time or from time to time to modify or amend this Agreement. Should the Company choose to modify this Agreement the Website will display such changes, which will be the User's only notification of any such change. Any use of the Website or the Service by User after such notification shall constitute User's acceptance of the modified or amended terms. No modification to this Agreement made by the User shall be binding upon the Company.

#### FORCE MAJEURE

27. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, disease outbreak, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labour disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended.
28. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement.

#### CHOICE OF LAW.

29. The laws of the British Virgin Islands shall apply and be used for interpretation of these Terms in the event of any dispute arising out of this agreement.

30. Each Party hereto voluntarily and willingly submits to the exclusive jurisdiction of the courts operating in the British Virgin Islands and other applicable courts of appeals.