# **Terms and Conditions**



These Terms and Conditions constitute a contract between ALLMARS project, its subsidiaries ("ALLMARS") and you, a user of the Services ("User") in relation to the Services.

By using the Services, you agree that you have read, understood, and to are bound by these Terms, as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all of these Terms and Conditions or comply with the requirements herein, please do not access or use the Services.

### 1. SERVICES

- 1.1. ALLMARS project ("Project") provides multiple service offerings namely: (Mining Solution, Liquidity Locking service and Token Lockers, cumulatively referred to as ("Services"). 1.2. The User may be required to connect their wallet to the Project to gain access to the Services. We are not responsible for any loss or damage that may arise from such integration.
- 1.3. You understand that the Project Services involve nascent technologies, and the usage of such Services could result in partial or complete loss of funds.

#### 2. USER RESPONSIBILITY

- 2.1. The User may not:
  - 2.1.1. infringe any proprietary rights;
  - 2.1.2. make any back-up or archival copies of the Project or any part thereof;
  - 2.1.3. use the Services in any unlawful manner, for fraudulent or malicious activities; or violate applicable laws in any manner.
  - 2.2. The User agrees to familiarize himself with the Project, the services, and

its usage. The User agrees to follow all the requisite steps involved in using the platform as intended. Project will not be liable for any wrongful use of the Project due to user error.

## 3. INTELLECTUAL PROPERTY AND THIRD-PARTY SERVICES

- 3.1. Nothing in these Terms should be construed as conferring any right in or license to the Project or any third-party's intellectual rights.
- 3.2. The Services may include services, content, and information owned, made available, or otherwise licensed by a third-party or contain links to third-party Services. You understand that third-party Services are the responsibility of the third-party that created or provided it and acknowledge that the use of such third-party Services is solely at your own risk.
- 3.3. The Services makes no representations and excludes all warranties and liabilities arising out of or pertaining to such third-party services, including its accuracy or completeness.
- **3.4**. All intellectual property rights in and to third-party Services are the property of the respective third-parties.

# 4. DISCLAIMERS AND WARRANTIES

4.1. The User agrees that his use of the Services is at his sole risk. To the extent permitted by applicable law, the Services are provided on an "as is" and "as available" basis. The Project does not warrant that the functions contained in the Services will meet the User's requirements. The User hereby accepts full responsibility for any consequences that may arise from User's use of the Services, and expressly agree and acknowledge that the Project will have absolutely no liability in this regard.

- 4.2. The Project will make all commercially reasonable attempts to facilitate information about the usage of the Services ("Services Information"). However, the User understands that the Project does not guarantee the accuracy, timeliness, or completeness of such information, does not provide any warranties in connection with User's use or reliance on such information.
- 4.3. The User agrees that his use of the Services Information at his own risk. The Project will not be liable to the User in any manner for the termination, interruption, delay, or inaccuracy of any services information.
- **4.4.** The Project does not warrant or represent that the Services will be compatible with any third-party hardware or software, unless explicitly indicated. It will be the User's responsibility to ensure compatibility of the Services prior to use. Additionally, The Project will not be held responsible for any actual, incidental or consequential damages that may result from any use or inability to use any third-party peripherals with the Services.
- 4.5. The Project may contain links to third-party web sites or services that are not owned or controlled by The Project. The Project has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any such websites. The User further acknowledge and agree that The Project will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or service.
- 4.6. To the fullest extent permissible under applicable law, the Project expressly disclaims all warranties of any kind, express or implied, arising out of the Services, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, compatibility, applicability, usability, appropriateness, and any warranty that may arise out of course of performance,

course of dealing, or usage of trade.

- **4.7.** To the fullest extent permissible by law, the Project, its affiliates, and their related parties each disclaim all liability to you for any loss or damage arising out of or due to:
  - **4.7.1.** User's use of, inability to use, or availability or unavailability of the Services, including any third-party services made available through the Services;
  - **4.7.2.** the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction or unauthorized access to the Project's records, programs, services, server, or other infrastructure relating to the Project;
  - 4.7.3. the Services being infected with any malicious code or viruses;
  - 4.7.4. the failure of the Services to remain operational for any period of time.

## 5. ANTI-MONEY LAUNDERING POLICY

The Project expressly prohibits and rejects the use of the Service for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations, consistent with various jurisdictions' laws, regulations and norms. By using the Service, the User represents that he is not involved in any such activity.

## FORCE MAJEURE

The Project will have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents

beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

# 7. JURISDICTION AND GOVERNING LAW

- 7.1. Parties will attempt in good faith to mutually resolve any and all disputes, whether of law or fact, and of any nature whatsoever arising from or with respect to this Terms and Conditions.
- 7.2. Disputes will be resolved in a court of law in one of the EU countries identified by the Project, in accordance with the procedural aspects of law for the time being in force and rules thereunder.
- 7.3. The award rendered by such court will be final and binding on the Parties.

## 8. MISCELLANEOUS PROVISIONS

- 8.1. The Project reserves the right at any time to modify these Terms and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be communicated to you and, unless expressly rejected (in which these Terms will terminate), will be effective immediately and will be incorporated into these Terms. In the event, you refuse to accept such changes, these Terms and license will terminate.
- 8.2. All notices, requests, demands, and determinations for the Project under these Terms will be sent to allmars@protonmail.com

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