

# Terms of Use

**Last Modified: August 4, 2021**

PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING THIS WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS OF USE MAY CHANGE AT ANY TIME WITHOUT NOTICE TO YOU AND CREATE LEGAL AGREEMENT BETWEEN YOU AND THE ABEY FOUNDATION. BY USING THE ABEY FOUNDATION'S WEBSITES AND SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPT, AND AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THESE TERMS ("TERMS OF USE") AS BETWEEN YOU AND THE ABEY FOUNDATION. IF YOU DO NOT AGREE TO THESE TERMS OF USE, OR ARE UNDER THE AGE OF 18, YOU MAY NOT ACCESS OR OTHERWISE USE THESE SERVICES.

PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT REQUIRES YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

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## Accessing the Website

These Terms of Use apply to the websites and mobile applications owned by the ABEY Foundation and its affiliates (hereinafter referred to as the "ABEY FOUNDATION", "We", "Our", or "Us") and the Services offered thereon. Such websites and mobile applications are collectively referred to as the "Websites," or each individually as the "Website." In some cases, the Websites may be governed by different terms of use ("Additional Terms"), in which case any conflicting terms in the Additional Terms shall prevail over the terms of these Terms of Use.

When accessing and using this Website and associated Services (as hereinafter defined), You ("You") must comply with these Terms of Use, which may be amended by the ABEY FOUNDATION at any time. Such amended Terms of Use shall be effective upon publication on the Website and shall continue until You stop accessing the Website and stop using the Services.

## Use of Services

The Services offered via the Websites are those with which you interact on the Website (the "Services"). You agree to use the Services in accordance with these Terms of Use and any applicable laws and regulations.

In particular, You agree that when using the Services, You will not:

- a) Use the Services in connection with surveys, contests, chain letters, junk email, illegal schemes, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, illegal, indecent or unlawful topic, name, material or information.
- d) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same.
- e) Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- f) Use the Services to transmit files that contain viruses, malware, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- g) Use the Services in any manner which could be perceived as deceptive or dishonest.
- h) Use the Services to advertise for sale any illicit products or services.
- i) Download any file posted by another user of the Services that You know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- j) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- k) Restrict or inhibit any other user from using and enjoying the Services.
- l) Harvest or otherwise collect information about others, including e-mail addresses or any other information that could be deemed 'personal' in nature.
- m) Create a false identity for the purpose of misleading others, or otherwise provide false registration information for any Services which may require registration.
- n) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

The ABEY FOUNDATION reserves the right to review your use of the Services and restrict or terminate Your access to the Services at any time, without notice, for any reason whatsoever. The ABEY FOUNDATION further reserves the right at all times to disclose any information as the ABEY FOUNDATION deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in THE ABEY FOUNDATION's sole discretion.

## **Payment**

Your use of some Services may require payment to the ABEY FOUNDATION. Services that are conditioned upon payment to the ABEY FOUNDATION are accompanied by payment terms specific to that Service. If You do not comply with the payment terms of the Services, the ABEY FOUNDATION

reserves the right to restrict or terminate Your use of the Services without notice to You, and if applicable, delete any data You input or store using the Services.

## **Legal Disclaimer and Limitation of Liability**

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## **Intellectual Property**

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## **Non-Commercial Use**

Unless otherwise specified, the Services are for non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from or by using the Services. For the avoidance of doubt, any media, files, applications, or code downloaded from the Websites may only be used for non-commercial purposes unless otherwise specified.

## **Linking to Websites**

The ABEY FOUNDATION consents only to links to the Website in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Website or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent Your relationship with the ABEY FOUNDATION; (c) imply that the ABEY FOUNDATION approves or endorses You, Your website, or your service or product offerings; and (d) present false or misleading impressions about the ABEY FOUNDATION or otherwise damage the goodwill associated with the ABEY FOUNDATION name or its trademarks.

You further agree that the ABEY FOUNDATION may at any time, in its sole discretion, terminate permission to link to the Websites or to the use the ABEY FOUNDATION's trademarks and/or copyrights. In such event, You agree to immediately remove all links to the Websites and to cease any related use of the ABEY FOUNDATION's trademarks and/or copyrights.

## **Indemnification**

You shall indemnify and hold the ABEY FOUNDATION, its officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of Your willful, negligent or tortious conducts, including but not limited to Your violation of any third-party intellectual property rights or licenses, arising out of Your use of the Websites or Services, regardless of whether or not the willful, negligent, or tortious act is caused in part by the ABEY FOUNDATION.

## **Governing Law and Arbitration**

The Terms of Use shall be governed by and construed in accordance with the laws of Liechtenstein, without regard to its principles of conflict of laws. Any claims or disputes between you and the ABEY FOUNDATION arising out of or in connection with this Website or Services shall be individually settled by arbitration administered by the American Arbitration Association in accordance with its Commercial

Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any arbitration shall be Liechtenstein.

YOU AGREE THAT ANY CLAIM YOU MAY HAVE AGAINST THE ABEY FOUNDATION, INCLUDING THE ABEY FOUNDATION'S PAST AND PRESENT AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, MUST BE BROUGHT INDIVIDUALLY IN ACCORDANCE WITH THIS SECTION, AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST THE ABEY FOUNDATION.

## **Severability**

In the event that any provision of these Terms of Use shall for any reason be held invalid, illegal or unenforceable in any respect by a court or arbitrator of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from these Terms of Use and the remainder hereof shall remain in full force and effect.

## **Contacting THE ABEY FOUNDATION**

To submit questions regarding these Terms of Use, or to exercise any rights relating to Your personal information, please contact the ABEY FOUNDATION by email at [contact@abey.org](mailto:contact@abey.org), or by mail to the ABEY FOUNDATION's mailing address at:

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