

# Terms of Service & Conditions

The following terms under the 'Definitions' clause have had their meanings explicitly stated. Definitions under this section are clearly capitalized and carry the same meaning, singular or plural within the context of this agreement.

## Definitions

The following terms are defined as follows:

**Affiliate** – any actual entity, legal or corporate body which has Control (defined below) or is under Control by a party or parties.

**Control** – Ownership of 50% of more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Country** – A nation or independent sovereign state with its own laws and jurisdiction. E.g. United States, Utah.

**Company** (the 'Company', 'We', 'Us' or 'Our) – The Crypto Media Co.

**Device** – Any electronic instrument that can access the Service, such as, but not limited to, all cellular devices, computers and tablets with access to the internet.

**Privacy Policy** – A separate agreement outlining how your data and cookies will be used by The Crypto Media Co.

**Service or Website** – This refers to all goods, products, services and information derived from the website (<https://thecryptomediaco.com>) and all subsets of information drawn or quoted from the original text, as well as the website itself.

**Terms and Conditions ('Terms')** – The entirety of this agreement between the end user and The Crypto Media Co. regarding the use of any and all goods, products, services and information.

**Third-party Social Media Service ('Third Party Services')** – Any services or content provided by third parties displayed on the website or made available through the Service.

**The End User ('You' 'Your')** – the individual person or persons, legal entity, bodies corporate or representative accessing the Service for personal use or interacting on behalf of any legal entity.

## 1. Acknowledgment

1.1 These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

1.2 Your access to and use of the Service is conditional on Your acceptance of and compliance with the Terms and Conditions. These Terms and Conditions apply to all End Users who access or use the Service.

1.3 By accessing or using the Service, You consent to be bound by these Terms and Conditions for the entire time that you are using the service. If You do not consent to be bound by every part of the Terms and Conditions, then You may not access the Service.

Unauthorised access to the Service in this instance will result in the forfeiture of your rights under the Terms at the discretion of The Crypto Media Co.

1.4 By using the Service, you confirm that you are over the legal age within your country of domicile. The Service does not permit minors to access the Service.

1.5 Your access to and use of the Service is further conditional on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes:

1.5.1 Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and;

1.5.2 Your right to privacy under this agreement. Please read Our Privacy Policy carefully before using Our Service. Proceeding to use the Service is taken to be consent of the use of your data under the agreement.

## 2. Links to Other Websites

2.1 Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and takes no responsibility for, the content, privacy policies, or practices of any third party web sites or services deployed by the Service.

2.2 You further acknowledge and agree that the Company shall not be liable for any loss, damage, error or negligence, directly or indirectly caused or alleged to be caused by, or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites, services and companies, legal entities or actual persons which are used with the Service.

2.3 We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## 3. Termination

3.1 We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

The Company reserves the right to suspend or terminate Your access to the Service and the website, without prior notice or liability for any reason whatsoever, including without limitation the breach of any clause of the Terms and Conditions and Privacy Policy.

3.2 Upon termination, Your right to use the Service will cease immediately.

3.3 The Crypto Media Co. reserves the right to pursue legal action should the breach constitute an actionable offense, provided that some harm (including, but not limited to financial or libellous) has come about as a direct or indirect result of your actions.

## 4 Limitation of Liability

4.1 Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

4.1 Notwithstanding any damages that You might incur as a result of using the Service or interacting with the Company, the entire liability of the Company and any of its suppliers (sans criminal actions) shall be limited to compensation of the equivalent value of your purchase.

4.1.1 Should You incur some realistic harm through the Service but have not purchased any goods or services, the sum of Your compensation will be a value of 100 USD.

4.1.2 The Crypto Media Co. reserves the right to allocate compensation greater or lesser than the stated values in 4.1.1 on a case-by-case basis.

4.2 To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for:

any special, incidental, indirect, or consequential damages whatsoever including, but not limited to damages for:

loss of profits

loss of data or other information

for business interruption

for personal injury

loss of privacy arising out of or in any way related to the use of or inability to use the Service

third-party software and/or third-party hardware used with the Service

or otherwise in connection with any provision of this Terms, even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

4.2.1 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

4.2.1 NB: Subject to the jurisdiction of your state, Country, county or local jurisdiction, the exclusion of implied warranties or limitation of liability for incidental or consequential damages do not apply. In these states, Countries, counties or local jurisdictions, every party's liability will be limited to the greatest extent permitted by the relevant legislation of that Country or jurisdiction.

## 5. "AS IS" and "AS AVAILABLE" Disclaimer

5.1 The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

5.2 To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service

5.2.1 This includes all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

5.2.2 Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will:

meet the requirements of the End User,

achieve any intended results,

be compatible or work with any other software, applications, systems or services,

operate without interruption,

meet any performance or reliability standards,

or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's providers make any representation or warranty of any kind, express or implied as to:

(i) the operation or availability of the Service, or the information, content, and materials or products included thereon;

(ii) the Service being uninterrupted or error-free;

(iii) the accuracy, reliability, relevance or currency of any information or content provided through the Service or Third Party Services; or

(iv) that the Service, its servers, the contents, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or any other harmful components.

5.2.3 In reference to Para 5.2.2 the Company will take reasonable measures to ensure that all communication through the Service, its servers, the contents, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or any other harmful components.

5.3 NB: Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

5.3 NB: Subject to the jurisdiction of your state, Country, county or local jurisdiction, the exclusion of certain warranties or limitations on applicable statutory rights of a consumer do not apply under Paras 5.1-5.2. In these states, Countries, counties or local jurisdictions, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## 6. Governing Law

6.1 The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## 7. Disputes Resolution

7.1 If You have any concern or dispute about the Service or the Company and any of its Affiliates in conjunction with the use of the Service, You agree to first try to resolve the dispute informally by contacting the Company or its Representatives through an official channel in private.

7.2 To the furthest extent of the law within your Country or legal jurisdiction, all disputes are to be treated as confidential between the End User and the Company, until such a time as it has been resolved to both parties' satisfaction under the Terms & Conditions, with the exception of 7.2.1.

7.2.1 The Company and the End User reserves the right to make the matter public by giving clear, reasonable notice to the other party.

## 8. For European Union (EU) Users

8.1 If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## 9. United States/Canada Legal Compliance

9.1 You represent and warrant that:

(i) You are not located in a country that is subject to the United States or Canadian government embargo, or that has been designated by the United States or Canadian government as a "terrorist supporting" country or similar classification by an official body representing the governance of your state or by Federal jurisdiction, and;

(ii) You are not listed on any United States or Canadian government list of prohibited or restricted parties.

## 10. Severability

10.1 If any provision of these Terms is held to be unenforceable or invalid, such provision or clause will be, at the discretion of the Company amended and interpreted to accomplish the original objective of such provision(s) to the greatest extent possible under applicable law within that jurisdiction and the remaining provisions will continue in full force and effect.

## 11. Waiver

11.1 Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## 12. Translation Interpretation

12.1 These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the wording and intended effect of the original English text shall prevail in the case of a dispute.

## 13. Changes to These Terms and Conditions

13.1 We reserve the right, at Our sole discretion, to modify or replace these Terms at any time without warning.

13.2 If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

13.3 By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, You will not be permitted to continue using the Service and may face termination of your access under Para 3. Furthermore, you may face any form of further action by the Crypto Media Co. at Our discretion.