

Terms and Conditions

By accessing and using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Subject matter

The subject matter of present terms is the use of Service as provided. Under the Service shall be solely understood a software application Web3 Antivirus in the form of Google Chrome Extension available for download and installation only in Google Chrome Internet Store and located at <https://chrome.google.com/webstore/detail/web3-antivirus/inejiiekmjkmphgjjejhcmkpjncboo> dn.

The Service is intended to be used as said extension only with the purpose of displaying resulting information of the analysis on the possible technical, intellectual property rights infringement, financial scams, and/or other similar risks and associated suspicious activities related to the use of Web3 enabled web-based resources, solutions, and associated technologies.

The Service provides the user with detailed information on the Web3-enabled resource, where such information is a result of the utilization of our proprietary technology and methodology to identify potential risks in smart contract code, potential associations of the smart contract with stolen, duplicate, or fake assets, names, trademarks, logos, suspicions on association of the smart contracts or wallets with suspicious transaction patterns or known scams and other. It is implied and understood that some functions of the Service can be removed, modified, or added solely at our discretion and without any prior notice.

The Service by its nature and design is provided only for informational purposes. Displayed information in its entirety is automatically generated, is not subjected to any human review, and shall not constitute in any manner and without limitation an expert, professional, legal or financial statement, or advice on the nature of the evaluated smart contract, third party website or services, transaction or similar activity (hereinafter - the Deal). Nothing in the Service and/or information generated by the Service prevents the user from proceeding with Deal, and such proceeding is conducted with full acceptance by the user, its associated or affected third parties of all associated known. Users will be liable for hidden direct and indirect risks, costs, losses, damages or any other outcomes and consequences whatsoever. Therefore the user assumes full and unlimited responsibility for any decision, action, or inaction in connection with the evaluated Deal.

2. Eligibility

You represent and warrant that you:

- (a) are of legal age to be bind by these terms under the legislation of your country;
- (b) previously have not been suspended or deleted from using our Service;
- (c) will only use the Service for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you;
- (d) you are not a citizen, resident, or member of any jurisdiction or group where use of the Service is prohibited by applicable laws or regulations. If permits or licenses are required for you to use the Service, you shall first obtain those prior to such use. We are not responsible for your using the Service in a way that violates the law or regulations.

3. Acceptable use

You agree to use the Service in accordance with the applicable law and regulations and in accordance with these Terms. You are solely responsible for your conduct while using the Service. You must not:

1. Copy, reproduce, modify, distribute, duplicate, sell, resell, license, publicly display or disclose the Service without our prior consent.
2. Share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from the Service;
3. Use the Service, directly or indirectly, in any manner that could cause the Service so used to: (i) be a substitute for the Service by a third party, (ii) affect our ability to realize revenue in connection with the Service, or (iii) compete with Web3 Antivirus 's business;
4. Store or use data or content in an archival file site, database or other searchable repository except as expressly permitted by this agreement or in an applicable order form.
5. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Service or to extract data;
6. Use or attempt to use another user's account without authorization;
7. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Service that you are not authorised to access;
8. Introduce to the Service any virus, trojan worms, logic bombs, or other harmful material or otherwise hack the Service;
9. Develop any third-party applications that interact with the Service without our prior written consent.
10. Provide any without limitation paid, monetized, or compensated otherwise services to any third party using the Service or information, obtained in any manner from the Service.

We reserve the right to solely and independently determine whether a use of the Service is in violation of these Terms or fails to constitute acceptable use.

4. Third-party links

The Service may contain links to third-party websites or services that are not owned or controlled by us. Your use of all links to third-party websites is at your own risk. We do not control over, and make no representation regarding third-party websites.

We have no control over and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or Services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or Service available on or through any such web sites or Service.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or Services that you visit.

5. Intellectual property rights

We retain all rights, including all copyright and other intellectual property rights, in all content and other materials contained on our website or provided in connection with the Service.

Subject to these Terms, and your compliance with these Terms, we hereby grant you a limited, revocable, personal, non-exclusive, non-sublicensable, and non-transferable license to use the Service exclusively for your personal use. You agree not to use the Service for any commercial or entrepreneurial purposes.

Despite the foregoing license, you have no other rights to the Service and may not edit, copy, modify, distribute, publish, display, perform, license, sell, rent, lease, loan, create derivative works, reverse engineer, or in any way exploit the Service in any manner.

6. Disclaimer

6.1. Informational Service. Disclaimer of the legal commitments

Since the subject matter of these terms is Information provision only for informational purposes, it is implied, understood, and entirely accepted, that it shall not constitute expert, professional, legal, or financial statement, advice, or opinion following the nature of the Deal. We declare that we in no possible way are intended to provide you via Service with any legal, tax, investment, financial, or similar service, or work, as well as we are not evaluating, instructing, or advising on the legal, financial, commercial, technical or similar use, technique, or decision making aspects applicable to the Deal. In no way whatsoever the Service is intended to evaluate the correctness of the information related to the Deal, as well as it is not designed or intended to imply a measure of fraudulency of the Deal, nor to blame or implicate any provider of the Deal for any loss or damage pursuing to the Deal.

The Service is a fully automated solution and therefore it is understood and accepted that no human review of the Service results is conducted, nor is it possible. The information is based on our proprietary software solution but not on the knowledge or expertise in law, finance, tax, and similar activities exhibited by individuals. The user exhibits his free will to use the Service and accept or decline the information or any other results pursuant to the Deal. The user thereto is solely responsible for any decision in connection with the evaluated Deal and all its

consequences and outcomes. We disclaim all liabilities in connection with the evaluated Deal and all its consequences and outcomes.

6.2. Disclaimer of risks associated with the Deal

We disclaim and waive any and all liability and risks without exclusion whatsoever that may arise in connection with the final decision and choice made by the user in connection to the Deal regardless of the period when such choice or decision was made. Users understand and accept that execution of any Deal by its nature bears industry-specific risks and losses or damages might occur.

IN ADDITION USER REPRESENTS AND WARRANTS THAT USER UNDERSTANDS AND IS WILLING TO ACCEPT THE RISKS ASSOCIATED WITH THE SYSTEMS SUCH AS SMART CONTRACTS, PUBLIC BLOCKCHAIN NETWORKS (INCLUDING BUT NOT LIMITED TO THE ETHEREUM BLOCKCHAIN NETWORK), TRANSACTIONS, AND ASSOCIATED SERVICES INDEPENDENTLY TO OUR SERVICE.

WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO SMART CONTRACTS DESIGN OR PERFORMANCE, TRANSACTIONS, THIRD PARTIES WEBSITES AND ANY BLOCKCHAIN OPERATION INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE THEIR SUPPORTING INCLUDING ANY TECHNICAL ISSUES HAVING FUND LOSSES OR ANY DAMAGES AS A RESULT. YOU DISCLAIM IN THEIR ENTIRETY ALL CLAIMS, DAMAGES, LOSSES WHICH MAY ARISE IN CONNECTION WITH SUCH IMPROPER OPERATION.

6.3. Understanding the risks associated with the information

The User understands that information may not contain indication of potential risks, malicious activity or identification of the suspicious logic, or association with malicious activity. The accuracy or reliability of information is not guaranteed due to the nature, limitations and/or non-correct operation of the Service.

With full understanding and acceptance of the fact that any user can use the Service to consult, extract payments or benefit otherwise, we disclaim all associated risks whatsoever, and can not be held responsible for any damages, losses or other consequences without limitation, caused by any such actions, as we well as we can't be assumed or implied to participate in any consulting, extracting payments or benefiting otherwise.

6.4. Disclaims of any commercial proposals

Our Service is provided for informational purposes only. Nothing in our Service shall constitute or be considered or construed as an offering or proposal of engagement into business arrangements, financial or investment proposal, or advice, transaction execution or recommendation for purchase or sale of the cryptocurrency, assets, media or other financial instrument, or investment strategy. Service is not designed for the resolution of the specific needs of any individual of any nature, regardless of their nature.

The user shall choose the Deal by itself and by doing so represents capacity for sufficient knowledge, market sophistication, professional advice, and experience to make own evaluation

and judgement of the merits and risks of any Deals conducted. WE DISCLAIM ALL FINANCIAL, INVESTMENT AND ECONOMIC CONSEQUENCES OF THE DEAL EXECUTED BY THE USER.

6.5. Disclaimer of the warranties of Service operation.

To the maximum extent permitted under applicable law, the Service is provided on an “as is” and “as available” basis. We expressly disclaim, and waived, all warranties of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement as to the Service, including the information, content, and materials contained therein.

In addition, we shall not be liable with respect to Services provision, or any other Subject matter for any:

- error and interruption of use, loss or inaccuracy of data, purchase of substitute goods and services, loss of business;
- indirect, incidental, special, or consequential damages even if you have been advised of the possibility of such damages;
- hardware failure or data loss, corrupted files, incorrectly constructed transactions; viruses, third-party attacks, or any other unauthorized third-party activities;
- force majeure events - any event beyond our reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, fire, war, insurrection, riot, labor dispute, accident, action of government, etc.;
- influence, affection or interference or impact by our Service on the third-party applications or systems, software or hardware installed by the user on its computer or other equipment;
- in cases when the Service can be subjected or being a subject of influence, affection or interference by the third-party applications or systems, software and hardware installed by the user on its computer or other equipment.

7. Indemnification by user

User hereby indemnifies and saves harmless us, our shareholders, directors, employees, subcontractors, consultants, and/or our affiliated or associated parties from any and all direct or indirect liabilities, claims (including, but not limited to, claims for injunctive relief), damages, losses, liens, causes of action, suits, civil, criminal, statutory, or administrative actions or proceedings, fines, taxes, assessments, penalties, judgments, and/or other expenses of any kind, nature or description whatsoever (including, but not limited to, our attorney’s fees and expenses and costs of investigation) resulting from or related to the user’s use or misuse of this Service, whether or not such use or misuse is negligent, wilful, criminal, or otherwise results in a claim or prospective claim by any third party howsoever aggrieved. Without limiting the generality of the foregoing, the user hereby indemnifies and saves harmless us from liabilities for or relating to the user’s use or misuse of the Service to commit fraud or mischief, or to engage or attempt to engage in fraudulent or legally mischievous acts, including hacking, phishing (or similar illegal or unethical acts). This indemnification includes for liabilities or claims for personal injury, bodily injury, emotional distress, real and/or personal property damage, and economic loss resulting from any action or inaction by the user.

8. Limitation of liability

8.1. General limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE (OR OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY FINANCIAL LOSS, LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, SERVICE, THE WEBSITE OR OTHER SERVICE, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, OR THE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES OR SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU OR APPLY ONLY IN THE MINIMUM REQUIRED DAMAGES AMOUNT OR 100.00 USD WHICH IS LESS.

8.2. We shall not be held liable for any action taken or omitted by it pursuant to, or in connection with, these Terms except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that Service's gross negligence or willful misconduct was the direct cause of any loss to you, and subject to the limitations set forth below.

Despite anything else stated in these Terms, we shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities, or harm to any person or entity relating to:

- the ownership, validity, or genuineness of any Deal or other assets;
- the collectability, insurability, effectiveness, marketability, or suitability of any Deal or other assets;
- transactions you conduct or attempt to conduct based on information while using our Service;
- losses, delays, failures, errors, interruptions, or loss of data occurring directly or indirectly by reason of circumstances beyond our control like acts of God; action or inaction of civil or military authority; public enemy; war; terrorism; riot; fire; flood; sabotage; epidemics or pandemics; labor disputes; civil commotion; interruption, loss or malfunction of utilities, transportation, computer or communications capabilities; insurrection; elements of nature; or non-performance by a third party;
- losses, delays, failures, errors, interruptions, or loss of data occurring directly or indirectly by the User exploitation of our Service fully or partially.

Except as otherwise required by law, in no event shall we be liable for any special, indirect, or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, arising out of or in any way connected with the use of or

inability to use the Service, including without limitation any damages resulting from reliance by you on any information obtained from using the Service.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU OR APPLY ONLY IN THE MINIMUM REQUIRED DAMAGES AMOUNT OR 100 USD WHICH IS LESS.

9. Maintenance

We may temporarily suspend the Service from time to time for maintenance, support or technical review of the Service. We do not warrant any particular level of Service availability.

10. Termination

We may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding the Service and supersede and replace any prior agreements we might have between us regarding the Service.

12. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to notify you prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

13. Governing law and jurisdiction

These Terms shall be governed and construed in accordance with the laws of the state of Delaware, without regard to its conflict of law provisions.

You irrevocably agree that the Delaware state courts shall have exclusive jurisdiction to hear and decide any suit, action, or proceedings or settle any dispute arising out of or in connection with the Service.

14. Contact us

If you have any questions about these Terms, please contact us via email:support@w3a.tech.