Pond - Terms of Use

Effective Date: December 18, 2024

Acceptance of the Terms of Use

Pond Global Ltd ("**Pond Global**") makes available its website located at cryptopond.xyz including any content, functionality, and services offered on or through cryptopond.xyz (the "**Website**"), and also operates and offers to its users its proprietary online application, which is accessible from the Website (the "**Platform**" and together with the Website, the "**Services**").

These Terms of Use are entered into by and among you, on the one hand, and Pond Global and its affiliate Pond Global Inc. on the other, and govern your use of the Services offered by Pond Global.

Pond Global and Pond Global Inc. shall each referred to herein as "**Company**" or "**we**" or "**us**" and its variants.

The following terms and conditions, together with any documents they expressly incorporate by reference, including our **Privacy Policy** (collectively, these "**Terms**"), govern your access to and use of the Services offered by Pond Global.

If the user engages with the Services under authority from a different party or on another party's behalf, then "**you**" (and its variants, including "**your**") as used herein refers to that person on whose behalf the Services are used (e.g., an employer). If the person engaging with our Services is an individual, acting in their own individual capacity, then "**you**" refers to that individual. If you have anyone using the Services on your behalf, you agree that you are responsible for the actions and inactions of all such persons, as if they were your own.

Please read the Terms carefully before you start to use the Platform or the Website. **By using the Services or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms.** If you do not want to agree to these Terms of Use or the **Privacy Policy**, which is incorporated into these Terms by this reference, you must not access or use the Services.

The Services are offered and available to users who 18 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Changes to the Terms

We may revise and update the Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material we provide or make available on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services or content posted or available thereon or therethrough is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. WE WILL NOT BE LIABLE FOR, AND YOU HEREBY HOLD US AND OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "**COMPANY INDEMNIFIED PARTIES**") HARMLESS FROM AND

AGAINST ANY AND ALL LIABILITY, COSTS, LOSSES, EXPENSES, DAMAGES, AND LOSSES ASSOCIATED WITH OR ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES, OR ANY PORTION THEREOF, ANY CONTENT ON THE SERVICES, OR ANY SUCH CONTENT BEING INACCESSIBLE TO YOU AT ANY TIME OR FOR ANY REASON.

You are responsible for:

•   Making all arrangements necessary for you to have access to the Services.

•   Ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them.

To access the Services or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including through the use of any interactive features on the Services, is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our **Privacy Policy**.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

AI Model Development

The Services may allow you (as a developer) to deploy on the Services an artificial intelligence ("**AI**") model (each, an "**AI Model**"), and offer it to other users of the Services. We do not promise or undertake any obligations to assist you with your deployment activities.

Before you can deploy your AI Model on our Platform, we may require you to enter into a competition. You acknowledge and agree that we reserve the sole discretion to select the winner, and we accept no responsibility for our selection process or success criteria. We and other users may evaluate the AI Model against pre-set or subjective criteria that we create in our discretion. You acknowledge and agree that you have no recourse if you disagree with or perceive the competition results as unfair.

By participating in any competition, you agree to provide us with a copy of or ready access to (e.g., GitHub repository) the source code for your AI Model. If you fail to provide us access to the source code or a copy of it, as we request, we may reject your participation in the competition and/or your application to post your AI Model on our Platform, and prevent is deployment.

You may receive points when you enter a competition, which we will grant or not in our discretion and using our own judgement. Please note that these points are purely symbolic, hold no monetary or tangible value, and are solely used to track progress and determine the competition winner. If we cannot access the source code for your AI Model

at any time, you acknowledge and agree that we may void or take back any points you have earned as part of a competition or refuse to issue them to you.

We reserve the right to review all AI Models before allowing their deployment on our Platform, but do not undertake to perform such review. We may allow you to impose terms or conditions of use on the use of your AI Models, but we do not undertake to enforce such terms or conditions on any user.

Each AI Model is developed by you, as a developer, using your own technology and resources. We have no involvement in development of the AI Models, even if we provide any criteria for their functionality or development, and have no responsibility and accept no liability for AI Models you create or deploy, even with our feedback.

We may grant AI Model developers access to certain datasets to use in connection with your AI Model when deployed in the Services. Subject to these Terms, Company grants each AI Model developer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the datasets we choose to make available for use on the Services, solely in connection with your authorized use of the Services. This license is strictly limited to the scope necessary for you to utilize the Services as intended and as permitted by these Terms. Any use of the datasets outside of the Services or for purposes not expressly authorized under these Terms, and any use of the datasets outside the Services, is strictly prohibited. Company reserves the right to modify, suspend, or terminate this license at any time and for any reason, including but not limited to a breach of these Terms. You, as a developer, specifically acknowledge and agree that all rights, title, and interest in and to the datasets remain exclusively with Company or its licensors and that no ownership or other rights are transferred to developers under this license. You also further acknowledge that the datasets are not Company property, and as third-party materials, Company has no liability for such datasets, or the data accuracy, legality or reliability. The licenses granted herein are granted for convenience only, and we undertake no responsibility or liability with respect to same.

You acknowledge and agree that we do not screen AI Model users, or conduct any background, "know your customer" (KYC) or other checks on them. You specifically accept this risk, and agree that we may make the AI Models available without such checks.

We reserve the right to remove or suspend an AI Model from the Services at any time and for any or no reason. Such termination, suspension, or removal may occur without prior notice.

You agree that, once deployed, we require that all AI Models remain active on the Platform, even if you choose to also deploy your AI Model elsewhere. In order to maintain the AI Model, we may require your assistance, or updates to the underlying technology. You agree to provide all reasonable cooperation and assistance, and further copies of any source code necessary for us to continue to make the AI Model available to users. You acknowledge and agree that we may charge a fee to users for accessing and using your AI Models, and we may or may not share any such revenues with you. You specifically consent to this arrangement.

You may be permitted, in our discretion, to require compensation from users of AI Models you create and deploy on the Platform, but please note that the terms and conditions applicable to such compensation may be modified or updated by Company at its discretion at any time, and compensation is not guaranteed. Company reserves the right to block or withhold access to funds for violations of these Terms or for any other reason, including if required by law.

You are required to, and agree that you will, comply with all applicable laws, in your processing of information of users of your AI Model, and your deployment of your AI Model on the Platform.

WHILE WE RESERVE THE RIGHT TO TAKE DOWN OR PREVENT ACCESS TO ANY AI MODELS ON THE SERVICES, WE DO NOT UNDERTAKE AND HAVE NO RESPONSIBILITY FOR MONITORING OR POLICING THE AI MODELS OR THEIR OUTPUT. YOU ACKNOWLEDGE AND AGREE THAT ALL DATA WE MAKE AVAILABLE TO YOU FOR USE IN CONNECTION WITH AI MODELS IS THIRD-PARTY DATA, AND WE HAVE NO RESPONSIBILITY FOR SAME.

EACH AI MODEL DEVELOPER HEREBY HOLDS THE COMPANY INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, LOSSES, EXPENSES, DAMAGES AND

LOSSES ASSOCIATED WITH OR ARISING IN CONNECTION WITH: (A) ANY DELAYS IN, OR FAILURE TO RECEIVE COMPENSATION FOR USE BY OTHERS OF ANY AI MODELS YOU DEVELOP; (B) ANY FAILURE BY COMPANY TO ENFORCE ANY TERMS OR CONDITIONS YOU IMPOSE ON USE OF YOUR AI MODELS ON OTHER USERS; (C) OUR REMOVAL OR SUSPENSION OF YOUR AI MODELS FROM THE SERVICES; (D) DATASETS MADE AVAILABLE FOR USE IN CONNECTION WITH AI MODELS; (E) YOUR DATA HANDLING PRACTICES; (F) YOUR COMPLIANCE OR NON-COMPLIANCE WITH LAWS; OR (G) USERS OF YOUR AI MODELS OR THEIR ACTIONS OR INACTIONS.

AI Model Use

As a user of an AI Model, you acknowledge and agree that use of each such AI Model is subject to your compliance with the Terms. AI Model developers may also impose additional terms and conditions on your use of their AI Models, and you agree to comply with same, even though we may not specifically enforce them. Please be sure to understand terms applicable to your use of a particular AI Model prior to using same.

AI Models vary. Please be sure you understand the functionality of each AI Model you use, and its outputs. Also, you must understand that AI Models are not foolproof and may produce inaccurate outputs, make mistakes or have faulty code that results in outputs different than you expect or desire. You specifically accept this risk.

Even if we review an AI Model prior to its deployment on the Services, each user acknowledges and agrees that we are not responsible and undertake no obligation to assist in regards to your use of the AI Model.

You acknowledge and agree that Company and AI Model developers may charge fees for your use of the Services, and AI Models. You agree to pay all applicable fees imposed. If the AI Model is offered via a subscription, and your subscription plan includes an auto-renewal option, you must cancel your subscription before the renewal date if you do not wish to continue using the applicable AI Model. It is your responsibility to manage and cancel your subscription in accordance with all applicable terms (whether these Terms or those imposed by AI Model developers). We have no responsibility for managing your subscriptions, or notifying you of terms of such subscriptions when you use an AI Model. You acknowledge and agree that the amount you are charged for use of an AI Model may increase with or without notice.

There are third party materials used in AI Models, whether provided or used by the AI Model developer, or provided by third-parties (or even sourced by us), and we do not control, do not monitor and undertake no responsibility to review or authorize any such materials. Each user of an AI Model acknowledges and agrees that they are using third party technology and content when accessing the Services, and when using AI Models, and that Company is not responsible for same.

You acknowledge and agree that Company does not screen AI Model developers or perform any sort of background or other confirmation or check on them, such as a KYC. We also do not screen the quality or functionality of any AI Model. We therefore do not guarantee the identity of AI Developers or the veracity of any claims they make with respect to their AI Models, or the results you achieve from using same.

YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT PROVIDE RESOLUTION FOR ANY QUALITY CONCERNS OR FEE DISPUTES, AND DO NOT HAVE A MECHANISM TO ASSIST YOU WITH ADDRESSING ANY QUALITY CONCERNS OR FEE ISSUES RELATED TO ANY AI MODEL.

EACH AI MODEL USER HEREBY HOLDS THE COMPANY INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, LOSSES, EXPENSES, DAMAGES AND LOSSES ASSOCIATED WITH OR ARISING IN CONNECTION WITH: (A) YOUR USE OF OR RELIANCE ON ANY AI MODEL OR ITS OUTPUT; (B) THE FEES YOU INCUR AS YOU USE THE SERVICES (WHETHER IMPOSED BY US, AN AI DEVELOPER, OR THIRD-PARTY PROTOCOLS OR SERVICES); (C) ANY TECHNOLOGY USED BY AI MODEL DEVELOPERS, OR THIRD PARTY MATERIALS, INCLUDING DATA USED TO TRAIN OR USE THE AI MODELS; (D) ANY AI MODEL DEVELOPER'S ACTIONS OR INACTIONS.

Intellectual Property Rights

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Company, AI Model developers, or their respective licensors, or other providers of such materials and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws across the globe.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Services that is not yours, except as follows:

• Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

• You may store files that are automatically cached by your Web browser for display enhancement purposes.

• If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

• Modify copies of any materials from the Services.

• Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

• Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Company.

Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Trademarks

Company's name, trademarks, and logos, and all related names, logos, product and service names, designs, and slogans are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services:

• In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

• For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.

- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam", or any other similar solicitation.

- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Company or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.

- Use any content available on or via the Services, any portion thereof, or any output generated, for training any machine learning or artificial intelligence tool, software, or platform.

- Use any content available on or via the Services, any portion thereof, or any output generated, for the purpose of identifying a specific individual or extracting personal information.

- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Services.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Using the Services to carry out any financial activities subject to registration or licensing;

- Using the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law), fraud, or other deceptive, misleading, or manipulative activity;

- Engaging in any anticompetitive behavior or other misconduct;

- Using the Services as a tool to commit theft, fraud or any other property crime; or

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.

- Copy, mirror or otherwise attempt to replicate or reproduce the Services.

- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Services.

Feedback and User Contributions

You may from time to time provide us with feedback about our Services, or suggestions or ideas for improvement of or different functionality, options, content or other changes to our Services (collectively, "**Feedback**").

The Services may allow you to input information into AI Models, upload software code related to AI Models, provide ideas and suggestions about potential future AI Models to be developed, and may also contain message boards, chat rooms, personal profiles, forums, bulletin boards, leaderboards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, deploy, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Services.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution and Feedback will be considered non-confidential and non-proprietary. By providing any Feedback or posting any User Contribution on the Services, you hereby grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a perpetual, irrevocable, worldwide, universal, royalty-free, fully paid-up, sublicensable, and transferable license for any purpose, including to use, reproduce, modify, adapt, create derivative works of, perform, display, distribute, store, transmit, and otherwise exploit your User Contributions and/or Feedback in any format, medium, or distribution method now known or hereafter developed. For the avoidance of doubt, this license includes, without limitation, the rights to: (a) Use your User Contributions and/or Feedback to enhance, develop, and refine the Services or related offerings; (b) Commercialize your User Contributions or Feedback, or any derivative works thereof, including but not limited to incorporating it into products or services for sale or licensing to third parties; and (c) Share, disclose, or otherwise provide access to your User Contributions and/or Feedback to third parties for any purpose, including without limitation, for collaboration, development, or monetization opportunities, and without giving you attribution. This license survives any termination of your account or use of the Services. You waive any moral rights or similar rights in your User Contributions and/or Feedback to the extent permitted by applicable law, acknowledging that we may make modifications to your User Contributions and/or Feedback for purposes of use, display, or distribution.

You further grant to the applicable AI Model developer into whose AI Model you input any information, if any, the right to process that information, which you acknowledge may be processed outside your country of residence or location, to produce the output you requested, and to train their model.

You represent and warrant that, throughout any time you use the Services:

• You own or control all rights in and to the User Contributions and the Feedback, and have the right to grant the license granted above to us, the AI Model developers, and to our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

• All of your User Contributions and the Feedback do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions and Feedback you submit or contribute, and you, not Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

Monitoring and Enforcement; Termination

We have the right, but do not undertake the obligation to:

• Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

- Terminate or suspend your access to all or part of the Services for any or no reason, including any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD THE COMPANY INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, LOSSES, EXPENSES, DAMAGES, AND LOSSES ASSOCIATED WITH OR ARISING IN CONNECTION WITH SUCH INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review any material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, provincial, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.

- Be likely to deceive any person.

- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.

- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our **Copyright Policy**, which is hereby incorporated into these Terms by this reference, for instructions on sending us a notice of copyright infringement. We reserve the right to terminate the user accounts of repeat infringers.

Reliance on Information Posted / Third Party Materials

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any information found on the Services. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services include content provided by third parties, including materials used to create, train and produced by AI Models, other users, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY MATERIALS, AI MODELS, INFORMATION, PROTOCOLS, NETWORKS, INFRASTRUCTURE, RESOURCES, APPLICATIONS, DATA, CONTENT, OR SERVICES, EVEN IF AVAILABLE ON, THROUGH OR FROM THE SERVICES. WE HAVE NO RESPONSIBILITY FOR, NO CONTROL OVER, AND MAKE NO GUARANTEES WITH RESPECT TO, THE QUALITY, SECURITY, ACCURACY, RELIABILITY, OR UPTIME OF SUCH THIRD-PARTY MATERIALS. YOU HEREBY HOLD THE COMPANY INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, LOSSES, EXPENSES, DAMAGES, AND LOSSES ASSOCIATED WITH OR ARISING IN CONNECTION WITH YOUR USE OF SUCH ITEMS.

Taxes

You are entirely responsible for any tax liability which may arise from activities you engage in while on the Services, if any. It is your responsibility to ensure you have accounted for, reported to the proper governmental authority, and paid all such taxes to the applicable governmental authority. We do not undertake any obligation to report any such taxes, nor collect or disburse them on your behalf. The taxes you owe are solely your responsibility. YOU HEREBY HOLD THE COMPANY INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, LOSSES, EXPENSES, DAMAGES, AND LOSSES ASSOCIATED WITH OR ARISING IN CONNECTION WITH YOUR TRANSACTIONS ON THE SERVICES.

Changes to the Services

We may update or modify the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Further, you acknowledge and agree that the developers of AI Models process your information when you use such models, and we do not control such processing. Users are responsible for understanding the data handling and processing by each AI Model developer, when using their models.

Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to:

•   Link from your own or certain third-party websites to certain content on the Services.

•   Send emails or other communications with certain content, or links to certain content, on the Services.

•   Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

•   Establish a link from any website that is not owned by you.

•   Cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

•   Link to any part of the Services other than the homepage.

•   Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

Access to the Services may not be legal by certain persons or in certain countries. You are responsible for compliance with the local laws applicable to your use of the Services.

Disclaimer of Warranties and Limitation on Liability

You understand that we cannot and do not guarantee or warrant that any materials available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection, security, and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS, LIABILITY, COST, EXPENSE OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY A DENIAL OF SERVICE OR DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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Indemnification

You agree to defend, indemnify, and hold the Company Indemnified Parties harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and legal costs) arising out of or relating to your violation of these Terms or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Services.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Subject to the provisions of the Arbitration Section below, any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in New York City and County, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require you to submit any disputes arising under these Terms, or in connection with your use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

IF COMPANY ELECTS TO PURSUE ARBITRATION AS SET FORTH HEREIN, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THESE TERMS, OUR SERVICES (OR ANY PORTION OR ALL OF THE FOREGOING), INCLUDING THE BREACH, TERMINATION OR VALIDITY OF THESE TERMS, SHALL BE FINALLY RESOLVED BY ARBITRATION. THE TRIBUNAL SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms, our Privacy Policy, and our Copyright Policy constitute the sole and entire agreement between you and Company regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Your Comments and Concerns

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: hello@cryptopond.xyz.