

Last Updated: February 20, 2023

## TERMS OF USE

Take Away Ecosystem LTD ("Take Away Ecosystem", the "Company", "us", "we" or "our") welcomes you to [www.takeawaycoin.com](http://www.takeawaycoin.com). Get familiar with the Terms of Use (the "Terms") attentively as they are a binding legal agreement between you ["You" or "Your"] and Take Away Ecosystem LTD ("Take Away Ecosystem", the "Company", "us", "we" or "our") that governs your access to and use of the [www.takeawaycoin.com](http://www.takeawaycoin.com) website and any content, software, products, materials, and services provided by or available on [www.takeawaycoin.com](http://www.takeawaycoin.com) (collectively, the "Website"). By using the website, you accept these Terms and Conditions in full.

### 1. Agreement Acceptance

#### 1.1 Approval by Using or Visiting the Website.

You accept to be legally obligated to follow the terms and conditions on behalf of yourself or the company or organization that you represent by accessing or using the Website. If you do not agree with the terms and conditions of these terms and conditions, you aren't allowed to use or access the Website and must leave immediately.

#### 1.2 Who Has Permission to Access or Use the Website.

To visit the Website, you must be at least 13 years old and the minimum age of digital consent in your country, and you must have the authority, responsibility, and power to enter into this Agreement on your own or on behalf of the entity or organization that you represent. You may still not access or use the Website if you do not fulfill all of these conditions.

#### 1.3 Terms' Improvements and Modifications.

The Company maintains the right, at its sole discretion and without notification to you, to amend these Terms at any time. The most recent version of these Terms is available on the Website and should be consulted before accessing or using the Website. Any modifications become effective immediately after they are posted on the Website and apply to your use and access to the Website from that time forward.

Your subsequent use of or access to the Website upon any modifications to this Agreement shall indicate your acknowledgment of such changes and consent to be affected by their terms and conditions. You should visit this page periodically to stay informed of any changes.

## 2. Website accessibility.

The Company provides the Website as a service to the Take Away Ecosystem user community (the "Community"). You agree that the Company will have no responsibility to you or any third party for any losses or damages resulting from your use of the Website being unavailable, either in whole or in part, at any time or for any amount of time.

You may be required to supply some registration data or other information in order to use the Website or some of the resources it provides. The data you supply on the Website must be correct, relevant, and full as a condition of your use of the Website.

Whether you choose or are given a username, password, or other pieces of information as part of our security measures, you must keep it secure and not reveal it to any other entity or individual. You undertake to alert us promptly if there is any unauthorized access to or use of your username or password, or if there is any other security violation. You should exercise extra caution while accessing your account from a public or shared computer to prevent others from viewing or recording your password or other sensitive information.

## 3. Reliance on Posted Information

The data provided on or via the Website is only for general informational purposes. We make no guarantees about the accuracy, completeness, or utility of this material. Your reliance on such material is entirely your own responsibility. We expressly disclaim all duty and responsibility for any reliance placed on such materials by you or any other visitor to the Website, or by any person who is told of any of its contents.

This Website contains third-party content, such as items given by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or monitoring services.

## 4. Making use of the Website.

### 4.1 Restricted Usage.

You are only permitted to use the Website for authorized purposes and in compliance with these Conditions. You agree not to use the Website in any way that may cause harm to the site, the community, or the company.

### 4.2 Banned Behavior.

You are not permitted to participate in any of the following prohibited acts in conjunction with your use of the Website:

(a) There will be no violations of laws or obligations. Any relevant laws or regulations (including intellectual property laws and privacy or publicity laws) or contractual commitments are violated.

(b) There will be no inappropriate communications. Deliver any sort of unsolicited or illegal advertising, promotional materials, spam, junk mail, chain letters, or any other form of unsolicited communications, commercial or otherwise.

(c) Minors are not to be harmed. Minors should not be used or harmed in any manner, including by exposing unsuitable content or gaining personally identifying information.

(d) No Interference with Others' Pleasure. Harass or obstruct anyone else's use or enjoyment of the Website, or subject the Company or other users to liability or other harm.

(e) No interfering with or disabling the website. Use any equipment, program, or routine that interferes with the correct operation of the Website, or take any action that may interfere with, disrupt, disable, impair, or impose an undue load on the Website's infrastructure, including servers or networks linked to the Website.

(f) There are no viruses, worms, or other harmful software. Upload, send, or distribute viruses, Trojan horses, worms, logic bombs, or other items designed to harm or change the assets of others, including denial-of-service or distributed denial-of-service attacks, to or through the Website.

(g) No unauthorized access or security violations. Infringe on the Website's security by (i) attempting to gain unauthorized access to the Website or other systems or networks connected to the Website, (ii) breaching or circumventing encryption or other security codes or tools, or (iii) data mining or interfering with any server, computer, database, host, user, or network connected to the Website.

h) No User Data Collection. Gather, harvest, or compile any data or information about another user without their permission. This includes, but is not limited to, their emails, usernames, and passwords.

## 5. Intellectual Property Rights.

The Company, its licensors, or other providers of such material own the Website and its 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) and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Except where otherwise indicated: (a) all material, data, and information on the Website, including data files, text, music, audio files or other sounds, photographs, videos, or other images, but excluding software or computer code (collectively, the "Non- Code Content") is licensed under the Creative Commons Attribution 4.0 International License; and (b) all software or computer code (collectively, the "Code Content") is licensed under the MIT/X11 License.

## 6. Acceptance of Risk

The information provided on or via the website is provided only for informational purposes. The Company disclaims all responsibility for the accuracy, completeness, usefulness, or quality of such material. You may only rely on such material at your own risk. The Company disclaims all duty and obligation deriving from your or any other user's reliance on such information, or anybody who may be told of any of its contents.

## 7. Privacy.

When you use the Website, we may collect the following information about your equipment, browsing behaviors, and habits using a number of technologies: (a) Activity Information. Information about your visits to our website, including the types of material you see or interact with; the features you use; the actions you do; the time, frequency, and length of your activities; and additional information regarding your use and actions on the website.

This information may be used to maintain or enhance the Website's quality, as well as to compile broad, aggregate statistics on the Website's usage. Cookies may be among the technologies used for this automated data collecting. A cookie is a little data file that is saved on the hard disk of your computer, either temporarily ("session cookies") or for an extended length of time ("permanent cookies"). Cookies include information that a web server can later read. We may use cookies to make your Website experience more personalized and engaging. See our Cookie Policy for more information.

We shall not sell, trade, or otherwise disclose any user information without their prior consent. This does not include disclosures to our website hosting partners or other parties that assist us in operating our website or supporting the Community, so long as those parties agree to keep this information secret.

We may also disclose information as necessary to comply with any court order, law, or legal process, including to respond to any government or regulatory request, or if we believe disclosure is necessary to protect the rights, property, or safety of the Company, our users, partners, agents, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and the prevention of malware, spam, and viruses.

## 8. Service Links and Ads.

The Website provides links to third-party sites, resources, services, protocols, and other items (collectively, "Service Links"). Service Links include, but are not limited to, links contained in advertisements, such as banner ads and sponsored links, as well as Take Away Ecosystem-owned or -licensed products and services regulated by separate terms of service. When the Service Link refers to a third-party website, resource, service, protocol, or

other product, we have no control over the content of those sites or resources and assume no liability for them or any loss or damage that may result from your use of them.

Insofar as a Service Link links to a Take Away Ecosystem-owned or licensed resource, service, protocol, or product with other relevant terms, those other terms shall apply exclusively. If you elect to access any of the third-party websites connected to this website, you do so solely at your own risk and are subject to the terms of service for such websites. We have the right to revoke linking authorization at any time without prior notice. If you opt to visit a Service Link, you do so solely at your own risk and pursuant to the terms and conditions of use applicable to the site, resource, service, protocol, or other product accessible via the Service Link. Before proceeding with any transaction involving a Service Link, you should conduct any due diligence you deem necessary or suitable.

## 9. Including Links to Websites and Social Media

You may link to our homepage so long as you do so in a way that is fair and legal and does not damage or take advantage of our reputation. However, you may 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 permission.

## 10.No Guarantee.

You acknowledge that we cannot and do not guarantee or assure the absence of viruses or another harmful programming in files downloadable from the Internet or our Website. You are responsible for adopting enough processes and checkpoints to fulfill your individual needs for anti-virus protection and data input/output correctness, as well as for maintaining a method external to our site for the reconstruction of any lost data.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENY-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 WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. NEITHER THE BUSINESS NOR ANYONE ASSOCIATED WITH THE COMPANY MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITES.

NOTWITHSTANDING THE ABOVE, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE

WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKE THE COMPANY HEREBY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR SPECIFIC PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY; HOWEVER, IT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 11. Restrictions on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, SHALL THE COMPANY OR ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE WEBSITE, ANY SERVICE LINK, OR ANY CONTENT ON THE SERVICES OR SUCH SERVICE LINK, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, WHICH MAY INCLUDE FRAUD.

## 12. Indemnification.

You agree to indemnify and hold the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

## 13. Governing Law, Arbitration, Waiver of Class Action

These Terms shall be governed and interpreted in line with Belize laws. If a disagreement or dispute involving the Website or these Terms cannot be resolved between the parties despite reasonable efforts, the disagreement or dispute shall be resolved exclusively by confidential, binding arbitration seated in Belize and conducted in the English language by a single arbitrator in accordance with the Arbitration Rules of the Belize Regional Arbitration Centre.

The arbitrator shall be appointed in accordance with the Belize Regional Arbitration Rules' processes. The arbitrator's award or decision shall be final and binding on the parties, and the parties expressly waive any right under the laws of any jurisdiction to appeal or otherwise question the arbitrator's award, ruling, or decision. All parties to these terms of service forgo their right to a jury trial.

You hereby acknowledge, represent, and warrant that you understand: (i) there is no judge or jury in arbitration, and absent this mandatory provision, the parties would have the right to sue in court and have a jury trial regarding Disputes; (ii) the costs of arbitration may exceed the costs of litigation in some instances; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. Each party irrevocably waives the right to a jury trial in any action, suit, or other legal proceeding arising out of or relating to these Terms or the transactions contemplated hereby.

You agree that, unless prohibited by law, no claims may be arbitrated on a class or representative basis, and that arbitration will only be used to resolve disputes between you and us.

If any provision of this arbitration clause is later ruled unenforceable as a matter of law, the remainder of this section shall continue in effect, with the exception that class arbitration shall never be permitted.

YOU ACKNOWLEDGE AND AGREE THAT BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

## 14. Miscellaneous.

### 14.1 Waiver and Separation of Terms

The Company's waiver of any provision of these Terms shall not be construed as a further or continuing waiver of such provision or a waiver of any other provision, nor shall the Company's failure to assert a right or provision under these Terms constitute a waiver of such right or provision.

If any provision of these Terms is determined 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 necessary to ensure that the remaining provisions of these Terms remain in full force and effect.

#### 14.2 Whole Agreement.

The Terms comprise the entire agreement between you and the Company and govern your use of the Website, superseding any prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, about the Website.

#### 14.3 Titles.

These Terms solely include headings and titles of sections, clauses, and portions for your convenience. These headers and titles shall not change the meaning of any Agreement clauses.

## 15. Your Responses and Concerns

This website is managed by the Company. Any suggestions, comments, requests for technical support, and other messages pertaining to the Site should be sent to [general@takeawayecosystem](mailto:general@takeawayecosystem).