

Terms of Use

Last updated: June 01, 2020

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

These Terms of Use (hereinafter – “Terms”) apply to your access to, and use of, the websites of The Oracle of Liberty project (“TheOoL,” “we” or “us”), including www.theool.net (collectively, the “Site”). These Terms do not alter the terms or conditions of any other agreement you may have with TheOoL for products, services or otherwise (collectively, “Agreement”). To the extent there is a conflict between any Agreement and these Terms, the terms of the Agreement shall govern.

TheOoL reserves the right to change or modify these Terms at any time in its sole discretion and without prior specific notice to you. TheOoL will change the “Last updated” date at the top of these Terms when such changes or modifications are made, which shall be effective immediately. Your continued use of the Website will indicate your acceptance of such changed or modified Terms.

TheOoL reserves the right, in its sole discretion, to modify, suspend or cancel the Website or any portion of the Website or Services without prior notice to you, and to block or prevent your future access to, and use of, the Site.

1. ELIGIBILITY

By accessing or using the Site, you represent and warrant that you have not previously been suspended or removed from the Site. You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country to which the Russian Federation has embargoed goods or services; (b) identified as a “Specially Designated National.” You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms.

2. PRIVACY POLICY

Please refer to our Privacy Policy for information about how TheOoL collects, uses and discloses information about its users.

3. COPYRIGHT AND LIMITED LICENSE

Unless otherwise indicated on the Site, the Site and all the content and other materials on the Site, including, without limitation, the TheOoL logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “TheOoL Materials”) are the proprietary property of TheOoL or its licensors or users and are protected by copyright laws of the Russian Federation and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site and TheOoL Materials subject to these Terms. Except as expressly permitted on the Site, in these Terms or otherwise in writing by TheOoL, such license does not include: (a) any resale or commercial use of the Site or the TheOoL Materials; (b) the distribution, public performance or public display of any TheOoL Materials; (c) modifying or otherwise making any derivative uses of the Site and the TheOoL Materials, or any

portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the TheOoL Materials or any information contained therein; or (f) any use of the Site or the TheOoL Materials other than for its intended purpose. Any use of the Site or the TheOoL Materials other than as specifically authorized herein, without the prior written permission of TheOoL, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. COPYRIGHT COMPLAINTS

If you believe anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with us at the following email address: support@the-ool.net.

5. USER CONTENT

The Site may include interactive areas or services ("Interactive Areas") in which you or other users may create, post, send or store messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code, links or other items or content on the Site ("User Content"). By using the Site, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Site any of the following:

a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, false, misleading or otherwise objectionable; b. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law; c. User Content that may impinge upon the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual's consent; d. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content; e. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; f. Viruses, corrupted data or other harmful, disruptive or destructive files; or g. User Content that, in the sole judgment of TheOoL, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas, the Site, or which may expose TheOoL to any harm or liability of any kind.

TheOoL does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is TheOoL liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. When you participate in Interactive Areas you understand that certain information and content you choose to post may be displayed publicly or to select users. You are solely responsible for your use of the Site and the Interactive Areas and use them at your own risk.

If you become aware of User Content that you believe violates these Terms, you may report it by emailing support@the-ool.net. Enforcement of the Terms, however, is solely in our discretion and the absence of enforcement of these Terms in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Site will not contain any content that is prohibited by the Terms. Although TheOoL has no obligation to

screen, edit or monitor any of the User Content posted on the Site, TheOoL reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the Site in violation of these Terms may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

Except as otherwise provided herein, on the Site or in a separate agreement TheOoL claims no ownership or control over any User Content. However, if you post User Content to the Site, you grant TheOoL a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on our websites and on third-party sites. This license will terminate when you remove your User Content, except that the license will continue with respect to any off-site uses that have already been made and any cached or archived uses that may still exist when User Content is removed. By posting User Content, you hereby release TheOoL and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any additional compensation for any use of your User Content.

By posting User Content to the Site you represent and warrant that: (a) such User Content is non-confidential; (b) you own and control all of the rights to the User Content or you otherwise have the right to post and use such User Content and to grant the rights to TheOoL that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, does not, and will not, violate these Terms or any applicable law, rule or regulation.

6. REPEAT INFRINGER POLICY

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws TheOoL has adopted a policy of terminating, in appropriate circumstances and in TheOoL's sole discretion, users who are deemed to be repeat infringers. TheOoL may also, in its sole discretion, limit access to the Site and/or terminate the Account of any user who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

7. TRADEMARKS

"TheOoL" and TheOoL logo and other TheOoL product or service name, logo or slogans contained in the Site are trademarks or service marks of TheOoL (the "TheOoL Marks") and may not be copied, imitated or used, in whole or in part, except as expressly permitted in these Terms or on the Site or with the prior written permission of TheOoL. You may not use any metatags or any other "hidden text" utilizing any TheOoL Marks without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of TheOoL and is part of the TheOoL Marks and may not be copied, imitated or used, in whole or in part, without our prior written permission except as expressly permitted herein or on the Site. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the written permission of the applicable trademark holder. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

8. HYPERLINKS

You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray TheOoL or our Site in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any TheOoL Marks or other proprietary graphic of TheOoL to link to the Site without the express written permission of TheOoL. Further, you may not use, frame or utilize framing techniques to enclose any TheOoL trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout/design of any page or form contained on a page of the Site without TheOoL's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of TheOoL or any third party.

9. THIRD PARTY CONTENT

TheOoL and its users may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by TheOoL, including but not limited to any third party advertisements or promotions (collectively the "Third Party Content") as a service to those interested in this information. TheOoL does not control, endorse or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that TheOoL is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third parties. TheOoL is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site.

10. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding TheOoL or the Site (collectively, "Feedback") that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and will become the sole property of TheOoL. TheOoL will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless TheOoL, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including but not limited to reasonable attorneys' fees) arising out of or related to: (a) your use of the Site; (b) any User Content or Feedback you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Site. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

12. DISCLAIMER OF WARRANTIES

THEOOL PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE SITE OR THE THEOOL MATERIALS. THE SITE AND THEOOL MATERIALS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THEOOL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE AND THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. THEOOL DOES NOT REPRESENT OR WARRANT THAT THEOOL MATERIALS OR THE SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE THEOOL ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SITE SAFE, THEOOL CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

TheOoL reserves the right to change any and all content contained in the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by TheOoL.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL THEOOL, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, 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, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE THEOOL MATERIALS OR THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM THEOOL, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THEOOL'S RECORDS, PROGRAMS OR SITE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THEOOL, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THEOOL FOR ACCESS TO OR USE OF THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. MODIFICATIONS TO THE SITE

TheOoL reserves the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that TheOoL will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

15. APPLICABLE LAW AND VENUE

These Terms and your use of the Site will be governed by and construed in accordance with the laws of the Russian Federation, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms not subject to arbitration (as set forth below) will be filed only in the courts located in the Russian Federation, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

16. ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THEOOL AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and TheOoL agree to arbitrate any dispute arising from these Terms or relating to the Site, except that you and TheOoL are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and TheOoL agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in the City of Samara, the Russian Federation, and that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of courts of arbitration. You and TheOoL also agree that the courts in the City of Samara, the Russian Federation have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In any arbitration, the parties will not seek discovery from each other, and the arbitrator shall not allow parties to engage in discovery; rather, each party shall disclose the evidence supporting their positions at some mutually agreeable time and date prior to the final hearing. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Neither you, nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person, if TheOoL is a party to the proceeding. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then that language shall be deemed to have been dropped from the Terms and the remaining obligations relating to arbitration shall continue in full force and effect.

17. SURVIVAL

Sections 5 (User Content), 7 (Trademarks), 9 (Third Party Content), 10 (Feedback), 11 (Indemnification), 12 (Disclaimer of Warranties), 13 (Limitation on Liability), 15 (Applicable Law and Venue), 16 (Arbitration), this Section 17 (Survival) and Section 18 (Severability) will survive any termination or expiration of these Terms.

18. SEVERABILITY

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.