**Last Updated: Apr 26, 2024**

**TERMS OF USE**

**INTRODUCTION**

Filemarket Labs Inc. (“**Company**” or “**we**”) welcomes you to use our website filemarket.xyz (“**Service**”). These Terms of Use (“**Terms**”) describe the terms and conditions that govern your use of or access to our Service. The Terms constitute an agreement between you and us, so please read these Terms carefully.

By accessing or using the Service, you agree to be bound by these Terms, our Privacy Policy, and the other rules provided with the Service, whether or not you are a registered user of our Service. If you do not accept or understand the Terms, please do not use or access the Service.

**Changes to the Terms**

The Terms can be updated from time to time. Please check back periodically for the latest version of the Terms. If there are any significant changes made to the Terms, we will notify you. Your use of the Service following any changes to these Terms constitutes your acceptance of any such changes.

**YOUR USE OF THE SERVICE**

**Your Account and Your Information**

You do not have to create an account to access the Service. But you may need to register with the Service to use certain functions or access advanced features of the Service.

You must protect any passwords or other credentials associated with your account in the Service and take full responsibility for any use of the account. You agree to notify us of any breach of security or unauthorized use of your account.

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service.

**License to Use the Service**

We grant you a limited, non-exclusive, non-transferable, non-assignable license to access and make personal and non-commercial use of the downloadable software included in the Service. You are not allowed to resell or commercially use any part of the Service or its contents and materials.

**ELIGIBILITY**

**Age**

You must be at least 18 years old to access, use, or register with the Service.

**Prohibited Jurisdictions**

Our Service is not available to individuals or entities residing in, citizens of, incorporated in, or with registered offices in certain jurisdictions, including but not limited to Afghanistan, Albania, Bosnia & Herzegovina, Botswana, Burundi, Cameroon, Central African Republic, Democratic Republic of the Congo, Congo, Croatia, Eritrea, Ethiopia, Haiti, Iraq, Kosovo, Lebanon, Libya, Macao, Mali, Mozambique, Myanmar (Burma), Nicaragua, Nigeria, Pakistan, Somalia, South Sudan, Sudan, Tanzania, Venezuela, Vietnam, Western Sahara, Yemen, Zimbabwe, Belarus, Iran, North Korea, Cuba, Russia, Syrian Arab Republic, Ukraine (specifically, Kherson, Zaporizhzhia, Donetsk, Luhansk, and Crimea) (“**Prohibited Localities**”). The use of Service by individuals or entities residing in, citizens of, incorporated in, or with registered offices either of the Prohibited Localities is strictly prohibited.

The use of virtual private networks (VPNs) or similar methods by individuals residing in either of the Prohibited Localities to alter the IP address is also strictly prohibited.

By accessing or using the Service, you further represent and warrant that you are not listed on any Sanctions Lists, as defined further. “**Sanctions Lists**” refer to sanctions designations published by international organizations, governmental authorities, and state agencies, including but not limited to those of the United Nations, European Union, United States, and United Kingdom.

Accessing or using the Service in jurisdictions where it is prohibited by law or where it imposes legal obligations on us is strictly prohibited. We cannot guarantee that the information, products, or services provided through the Service are suitable for use in all jurisdictions.

WE RESERVE THE RIGHT TO RESTRICT ACCESS TO THE SERVICE AT OUR SOLE DISCRETION, INCLUDING BY PERSON, GEOGRAPHIC AREA, OR JURISDICTION, AT ANY TIME WITHOUT ANY NOTICE.

**USER CONTENT**

You own all data, information, photos, text, and other materials that you upload, post, provide, develop, operate, or display in the Service (“**User Content**”). You agree that your User Content will not violate any applicable law or any third-party rights.

We do not take any ownership rights in the User Content. But you grant us a non-exclusive, assignable, royalty-free, perpetual, non-revocable, worldwide license to use, copy, modify, reproduce, store, display, publish, and distribute the User Content, including for the purpose of promoting the Service. This license will last for a period that is commercially reasonable for us to use the User Content.

**PROHIBITED ACTIVITIES**

The following restrictions apply to your use of the Service. You are not allowed to:

* copy, alter, modify, display, or otherwise create derivative works of the Service;
* disassemble, decompile, reverse-engineer, or derive the source code of the Service;
* interfere with or disrupt the Service;
* transmit viruses, malware, or other malicious software;
* attempt to gain unauthorized access to the Service;
* sell, rent, transfer, or otherwise assign any rights to the Service to any third party;
* make access to your account available to multiple users;
* upload, post, or transmit any content which is defamatory, fraudulent, false, harassing, harmful to reputation, or infringing the privacy rights of any other person;
* upload, post, or transmit any content which is abusive, pornographic, indecent, profane, obscene, hateful, libelous, illegal, or violative of third-party rights; or
* access or use the Service in violation of any applicable local or international laws.

We reserve our right to remove from the Service any content that violates these restrictions or to suspend or terminate your account for violation of these Terms.

**FEES AND PAYMENT**

The Service operates solely as a marketplace platform facilitating transactions between sellers of tokenized files and buyers, who utilize their personal wallets for transaction purposes. THE SERVICE DOES NOT PROCESS TRANSACTIONS INDEPENDENTLY AND DOES NOT STORE USERS’ FUNDS. For each transaction facilitated on the platform, the Service deducts a fixed fee of $1 from the seller’s wallet associated with the transaction.

We may add new features for additional fees or change pricing at any time. We will communicate any price changes to you in advance. By accessing or using the Service, you agree to the new pricing.

**INTELLECTUAL PROPERTY**

All rights, including any copyright, patent, trade secret, or other intellectual property rights in the Service, will remain our sole property.

**COPYRIGHT COMPLAINT**

If you believe that your copyrights have been infringed in any way, please send us a complaint at genesis@filemarket.xyz with “Copyright” in the subject line.

**UPDATES TO THE SERVICE**

We may issue updates or upgrades to the Service and disable access to the Service for any period of time or permanently. The Service is subject to scheduled and unscheduled service interruptions.

You consent to automatic updates or upgrades of the version of the Service that you are using on your device to a new version.

You agree that we will not be liable to you for any interruption of the Service.

**PRIVACY**

Our Privacy Policy (https://filemarket.xyz/docs/PrivacyPolicy.docx) explains how we collect, use, and protect your personal data.

When you collect or transmit any personal data through the Service, you must follow all laws and obtain all permissions from each data source to transmit such data through the Services. You agree not to:

* use a username that is the name of another person with the intent of impersonating that person;
* provide any false personal data to us or create any user account for anyone other than yourself without such person’s permission;
* engage in unauthorized collection of users’ information or access the Service by automated means, including bots or scrapers; or
* reveal any personal data related to another user, including address, phone number, email, credit card number, digital wallet number, or any information that may otherwise identify another user.

**GENERAL TERMS**

**Links to Third-Party Websites**

The Service may contain links to websites owned by third parties. Such links are provided for informational purposes only. We are not responsible for any third-party websites or their content.

**Limitation of Liability**

The Service is provided to you “as is.” We make no warranty of completeness, accuracy, availability, timeliness, security, or reliability of the Service or any content in the Service. We will not be liable for any damages, including loss of profits, loss of data, or other losses resulting from:

* any interruption of the Service;
* any content of any third party on the Service, including any defamatory, offensive, or illegal conduct of other users or third parties;
* any content obtained from the Service; or
* unauthorized access, use, or alteration of any material or content.

**Indemnity**

You agree to defend, indemnify, and hold us harmless from any claim, losses, obligations, damages, or expenses arising from your use of or access to the Service, your breach of these Terms, or your violation of any law or the rights of a third party. This term will continue to be effective even if you have stopped using the Service.

**Governing Law and Resolution of Disputes**

All claims relating to these Terms or the Service will be governed by the law of New York, United States, excluding its conflict-of-laws rules. Any claim will be resolved by the American Arbitration Association.

You agree that any cause of action arising out of or related to the Service must commence within 1 year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

**TERM AND TERMINATION**

You may stop using the Service or delete your account at any time.

We reserve the right to discontinue the Service at any time without notice. We may also terminate or suspend your access to the Service without notice if (a) you violate these Terms or (b) we are required to do so to comply with a legal requirement or court order.

**CONTACT INFORMATION**

If you have any questions about these Terms, you can contact us at genesis@filemarket.xyz.

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