

Terms of Use

Last updated: December 28, 2023

Acceptance of the Terms of Use

Please read these Terms carefully. These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “Terms” or “Agreement”) govern your relationship with Impulse Labs LLC (hereinafter referred as “We”, “Our”, “Us”) concerning our services to view, explore and use our tools, at your own discretion (hereinafter referred as “Service”), Website is currently located at Impulsedao.xyz (hereinafter referred as “Website”).

By accessing, browsing or otherwise using the Website or Services, or by acknowledging agreement to the Terms, you agree that you have read, understood and accepted all of the Terms and Privacy Policy, which is incorporated by reference into the Terms.

We collect, process, and otherwise use your information in accordance with our Privacy Policy.

By accessing or using the Website or Services, you agree to be bound by these Terms, a current version of which is available at the Website, and which may be modified from time to time at our sole discretion in accordance with these Terms. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE CONSTITUTES AN ACCEPTANCE OF THESE TERMS.

IF YOU ACCEPT THESE TERMS ON BEHALF OF A BUSINESS, ORGANIZATION, OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH BUSINESS, ORGANIZATION, OR OTHER ENTITY TO THESE TERMS, AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT HERETO OF SUCH BUSINESS, ORGANIZATION OR OTHER ENTITY.

IF YOU ARE UNWILLING TO AGREE TO THESE TERMS, OR YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND THE BUSINESS, ORGANIZATION, OR OTHER ENTITY YOU REPRESENT, DO NOT ACCEPT, AND DO NOT ACCESS OR OTHERWISE USE THE WEBSITE.

Services

We are building a fully onchain player-versus-player game for algorithms (“Vara Arena”). To use our Service, you can use a third-party wallet which allows you to engage in transactions on blockchains. Your account on the service (“Account”) will be associated with your blockchain address, Discord account or email address. A blockchain address and a third-party wallet are not operated by, maintained by, or affiliated with us, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its content. You are solely responsible for keeping your wallet secure.

Eligibility

Age. By accessing or using the Services, you represent and warrant that you are at least eighteen (18) years of age. If you are under the age of eighteen (18), you may not, under any circumstances or for any reason, use the Website and/or Services.

Services are NOT offered to persons or entities who reside in, are citizens of, are incorporated in any restricted territory or any of the jurisdictions enlisted below titled “Prohibited Localities”. We do not make exceptions.

Legality. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you and in your jurisdiction. By using or accessing the Services, you represent to us that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or excluded or denied persons, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or any other government authority.

Prohibited Localities. You are not a resident of United States of America, Burundi, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, Zimbabwe or any other country to which imposes similar sanctions.

Non-Circumvention. You agree not to access the Services using any technology for the purposes of circumventing these Terms.

Compliance Obligations

You expressly agree that you assume all risks in connection with your access to and use of the Services. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the Services.

The Services may not be available or appropriate for use in all jurisdictions. By accessing or using the Services, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Services and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

User conduct

By using or accessing the Services, you represent and warrant that you understand that there are inherent risks associated with technologies including, without limitation, cryptography and Blockchain, and you agree that we are not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Services facilitates your interaction with decentralized networks and technology and, as such, we have no control over any Blockchain and cannot and do not ensure that any of your interactions will be confirmed on the relevant Blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- We do not act as an agent for any of the users.
- We do not own or control any of the underlying software through which Blockchain networks are formed, and therefore are not responsible for them and their operation.
- Although it is intended to provide accurate and timely information on the Services, the Services or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website or relevant tools are your sole responsibility.

You represent and warrant that you: (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your wallet; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your wallet; (c) know, understand and accept the risks associated with your wallet; and (d) accept the risks, and are responsible for conducting your own independent analysis of the risks. You further assume and agree that we will have no responsibility or liability for such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against us, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein.

As it has been already stated, we only provide you with the relevant services and neither have control over your interactions with the Blockchain nor encourage you to perform any interaction performed by you via the Website remains your sole responsibility.

All information provided in connection with your access and use of the Services is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Website or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

The Website may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Services. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources

or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

Intellectual property rights

All rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights that belong to us are reserved and we are exclusive owners thereof. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works except as expressly authorized herein.

We hereby disclaim any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third Party Material are the properties of their respective owners. We disclaim any proprietary interests in the intellectual property rights other than its own.

Indemnification

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from (a) your access to and use of the Services; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Website or Services with your assistance or using any device or account that you own or control.

Limitation of Liability

EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, 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 OUR WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM US, 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 A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this

section may not apply to Certain users.

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF US (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), 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 SERVICES EXCEED THE FEES PAID BY YOU TO US DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

We are not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all acts that are regarded as Force Majeure in legal practice.

Applicable law and dispute resolutions

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

This Agreement shall be governed, construed, and enforced in accordance with the law of Saint Vincent and the Grenadines.

The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations.

You and we agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to us shall be provided by sending an email to. Your notice must include (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking.

The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without

including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Amendments

We may revise and update these Terms from time to time in our sole discretion without notice to you by posting updates and/or amendments and/or alterations. All changes are effective immediately when we post them.

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.

Notices

Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The language of the communication shall be English.