Terms of Use

Last updated on February 10, 2021

These terms of use/service, together with any documents and additional terms they incorporate by reference (collectively, these “Terms”), are entered into between ImpulseVen Project and any of its subsidiaries or affiliates, including (collectively, “ImpulseVen,” “we,” “us,” and “our”) and you or the company or other legal entity that you represent (“you” or “your”).

Please read these Terms carefully as they govern your use of our website located at our Site, and use of the products, features, content, applications, or services we provide (collectively with the Site, the “Services”). These terms describe your rights and obligations and our disclaimers and limitations of legal liability. By accessing or using our Site or our Services, you accept and agree to be bound by and to comply with these Terms, including the mandatory arbitration provision in Section 12. If you do not agree to these Terms, you must not access or use our Site or the Services. Please carefully review the disclosures and disclaimers set forth in Section 8 in their entirety before using any software/platform developed by ImpulseVen.

You must be able to form a legally binding contract online either on behalf of a company or as an individual. Accordingly, you represent that, if you are agreeing to these Terms on behalf of a company or other legal entity, you have the legal authority to bind the company or other legal entity to these Terms and you are at least 18 years old (or the age of majority where you reside, whichever is older), can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

Additionally, you represent and warrant that you are not a citizen or resident of United states, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Site or the Services would be illegal or otherwise violate any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over ImpulseVen, you, the Site or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (“Applicable Law”).

1. MODIFICATIONS TO THESE TERMS

We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we will provide you with notice of such changes by sending an email, providing a notice through the Site or our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, any modifications are effective immediately, and your continued use of the Site or our Services will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

2. SERVICES

The ImpulseVen is the DeFi project having Staking, farming & AI Trading, Derivative platorm features and also deployed smart contact on Ethereum Blockchain. This is publicly available smart contract.

The primary purpose of the Site is to enable users to access and utilize feature of the website as well as to provide resources and information, including, without limitation, developer documentation, product examples, and other related services (all which are covered under the definition of “Services”).

The “ImpulseVen” is comprised of all users, companies, applications, and any other device, service or person interacting in any way, directly or indirectly, with the ImpulseVen contracts/token on the Ethereum blockchain, including other services of ImpulseVen.

Some Services offered by us or other participants in the project require payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (the “Distributed Ledger Technology”), which may require that you pay a fee, such as “gas” charges on the Ethereum network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments and fees, “Charges”).

You acknowledge and agree that ImpulseVen has no control over any Distributed Ledger Technology transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable. Accordingly, you must ensure that you have a sufficient balance of the applicable Distributed Ledger Technology network tokens stored at your Distributed Ledger Technology-compatible wallet address (“Distributed Ledger Technology Address”) to complete any transaction on the ImpulseVen or the Distributed Ledger Technology before initiating such transaction.

As a condition to accessing or using the Services or the Site, you: (i) will only use the Services and the Site for lawful purposes and in accordance with these Terms; (ii) will ensure that all information that you provide on the Site is current, complete, and accurate; (iii) will maintain the security and confidentiality of access to your Distributed Ledger Technology Address; and (iv) agree (A) that no Protected Party (defined below) will be responsible for any loss or damage incurred as the result of any interactions you have with other users of the Site, Services including any loss of the tokens issued by ImpulseVen (“VEN Tokens”), any other tokens or other unit of value; and (B) if there is a dispute between you and any other site or other user, no Protected Party will be under any obligation to become involved.

As a condition to accessing or using the Site or the Services, you will not: (i) Violate any Applicable Law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended; (ii) Export, import, or transfer, directly or indirectly, any ImpulseVen technology in violation of applicable export laws or regulations; (iii) Infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site or the Services; (iv) Misrepresent the truthfulness, sourcing or reliability of any content on the Site or through the Services; (v) Use the Site or Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site, Services that could damage, disable, overburden, or impair the functioning of the Site, Services or the Project network in any manner; (vi) Attempt to circumvent any content filtering techniques or security measures that ImpulseVen employs on the Site or the Services, or attempt to access any service or area of the Site or the Services that you are not authorized to access; (vii) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site or Services or to extract data; (viii) Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site or the Services; (ix) Post content or communications on the Site or through the Services that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable; (x) Post content on the Site or through the Services containing unsolicited promotions, political campaigning, or commercial messages or any chain messages or user content designed to deceive or trick the user of the Service; or (xi) Encourage or induce any third party to engage in any of the activities prohibited under these Terms.

3. PROPRIETARY RIGHTS

ImpulseVen owns the Site and the Services, including all technology, content and other materials used, displayed or provided on the Site (including all intellectual property rights), and hereby grants you a limited, revocable, non-transferable, license to access and use those portions of the Site and the Services that are proprietary to ImpulseVen in accordance with their intended uses and using their designated public interfaces.

Any of ImpulseVen’s product or service names, logos, and other marks used in the Site or as a part of the Services, including ImpulseVen's name and logo are trademarks owned by ImpulseVen, its affiliates or its applicable licensors. You may generally use ImpulseVen’s name and logo to refer to ImpulseVen’s products or services, provided that it does not in any way suggest or imply sponsorship or approval by ImpulseVen. You may also indicate the relationship of your products and services to ImpulseVen’s products or services by using an accurate descriptive term in connection with your product or service. You may not use ImpulseVen’s name and logo in a manner that may cause confusion with others. ImpulseVen reserves its right to prohibit the use of the ImpulseVen marks by anyone we believe misuses our trademarks. Except as provided in the foregoing, you may not copy, imitate or use them without ImpulseVen’s (or the applicable licensor’s) prior written consent.

ImpulseVen will be free to use, disclose, reproduce, license, and otherwise distribute and exploit any suggestions, comments, or other feedback provided by you to ImpulseVen with respect to the Site or Services (“Feedback”) provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

ImpulseVen may host or provide links to Sites and other content of third parties (“Third Party Content”). ImpulseVen makes no claim or representation regarding, and accepts no responsibility for, Third Party Content or for the quality, accuracy, nature, ownership or reliability thereof. Your use these links and the Third Party Content at your own risk. When you leave the Site, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Site to which you navigate from the Site.

1. **PROHIBITED ACTIVITIES**

In connection with your use of Services, you hereby agree that you will not:

1. violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
2. intentionally try to defraud (or assist in the defrauding of) ImpulseVen or any other User;
3. provide false, inaccurate, or misleading information;
4. trade taking advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
5. take any action that interferes with, intercepts, or expropriates any system, data, or information;
6. partake in any transaction involving the proceeds of illegal activity;
7. attempt to gain unauthorized access to other ImpulseVen Accounts, the Services, or any related networks or systems;
8. use the Services on behalf of any third party or otherwise act as an intermediary between ImpulseVen and any third parties;
9. use the Services to engage in conduct that is detrimental to ImpulseVen or to any other User or any other third party;
10. collect any user information from other Users, including, without limitation, email addresses;
11. defame, harass, or violate the privacy or intellectual property rights of ImpulseVen or any other User; or
12. upload, display or transmit any messages, photos, videos or other media that contain illegal goods, pornographic, violent, obscene or copyrighted images or materials for use as an avatar, in connection with a payment or payment request, or otherwise.

5. CHANGES; SUSPENSION; TERMINATION

The ImpulseVen is intended to be decentralized and self-operating. Accordingly, we may, at our sole discretion, from time to time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Services offered by ImpulseVen, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

ImpulseVen will not be liable for any losses suffered by you resulting from any modification to any Services or from any suspension or termination, for any reason, of your access to all or any portion of the Site or the Services.

All of these terms will survive any termination of your access to the Site or the Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive.

6. ELECTRONIC NOTICES

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with these Terms or any Services. You agree that we may provide our Communications to you by posting them on the Site or through the Services or by emailing them to you at the email address you provide in connection with using the Services. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact our support team to request additional electronic copies of our Communications by filing a support request at [legal@impulseven.com](mailto:legal@impulseven.com)

7. INDEMNIFICATION

You will defend, indemnify, and hold harmless ImpulseVen, our affiliates, and our affiliates’ respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, licensors and contractors (collectively, “Protected Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out of or relating to your use of, or conduct in connection with, the Site, Services, the ImpulseVen or VEN Tokens, Distributed Ledger Technology assets associated with your Distributed Ledger Technology Address, any other digital assets, any Feedback or Your Content; your violation of these Terms; your violation of applicable laws or regulations; or your infringement or misappropriation of the rights of any other person or entity. If you are obligated to indemnify any Protected Party, ImpulseVen (or, at its discretion, the applicable Protected Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether ImpulseVen wishes to settle, and if so, on what terms.

8. DISCLOSURES; DISCLAIMERS

You are responsible for complying with all laws and regulations applicable to your transactions.

This Site and the Services do not constitute advice or a recommendation concerning any commodity, security or other asset. ImpulseVen is not acting as an investment adviser or commodity trading adviser to any person.

ImpulseVen is not responsible for operation of the underlying protocols such as Ethereum, no guarantee of their functionality, security, or availability.

To the maximum extent permitted under Applicable Law, the Site and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Site or the Services (including any related data) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Site or the Service are correctable or will be corrected.

You acknowledge that your data on the Site or through the Services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, and agree that, to the maximum extent permitted under Applicable Law, we will not be liable for any loss or damage caused by denial-of-service attacks, software failures, viruses or other technologically harmful materials (including those which may infect your computer equipment), protocol changes by third party providers, Internet outages, force majeure events or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside our control.

The disclaimer of implied warranties contained in these Terms may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which you reside.

9. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

In no event will the Company, together with any Protected Party, be liable for any incidental, indirect, special, punitive, exemplary, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with the Site, the Services (and any of their content and functionality), any execution or settlement of a transaction, any performance or non-performance of the Services, your Distributed Ledger Technology assets, other digital assets, VEN Tokens or any other product, service or other item provided by or on behalf of a Protected Party, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not any Protected Party has been advised of, knew of or should have known of the possibility of such damages and notwithstanding any failure of the essential purpose of these Terms or any limited remedy nor is ImpulseVen in any way responsible.

10. RELEASE

To the extent permitted by applicable law, in consideration for being allowed to use the Site, the Services and/or the ImpulseVen, you hereby release and forever discharge the Project and all Protected Parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site, the Services and/or the ImpulseVen (including any interactions with, or act or omission of, other Site or ImpulseVen users or any third-party services).

11. DISPUTE RESOLUTION AND ARBITRATION

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with ImpulseVen and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. In addition, arbitration precludes you from suing in court or having a court trial.

You and ImpulseVen agree that any dispute arising out of or related to these Terms or our Services is personal to you and ImpulseVen and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Except for small claims disputes in which you or ImpulseVen seeks to bring an individual action in small claims court located in the county or other applicable jurisdiction where you reside or disputes in which you or ImpulseVen seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and ImpulseVen waive your rights to a Court trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, for any dispute or claim that you have against ImpulseVen or relating in any way to the Services, you agree to first contact ImpulseVen and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to ImpulseVen by email at legal@impulseven.com. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the claim and set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and ImpulseVen cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to International Arbitration court.

Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and ImpulseVen will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 11 by emailing us at legal@impulseven.com. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 11.

If any portion of this Section 11 is found to be unenforceable or unlawful for any reason, the unenforceable or unlawful provision will be severed from these Terms, severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 11 or the parties’ ability to compel arbitration of any remaining claims on an individual basis under this Section 11, and to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 11 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 11 will be enforceable.

12. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site or the Services, will be governed by and construed and enforced in accordance with the laws of the MU, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction.

13. MISCELLANEOUS

Any right or remedy of ImpulseVen set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law or in equity. Our failure or delay in exercising any right, power, or privilege under these Terms will not operate as a waiver thereof. The invalidity or unenforceability of any of these Terms will not affect the validity or enforceability of any other of these Terms, all of which will remain in full force and effect. We will have no responsibility or liability for any failure or delay in performance of the Site or any of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction. You may not assign or transfer any right to use the Site or the Services, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval. Headings of sections are for convenience only and will not be used to limit or construe such sections. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Site and the Services. If there is a conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.