

Terms of Service for Zen The Panda

Effective Date: 22nd of August 2023

1. Introduction

These Terms of Service ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Zen The Panda, located at Smart Tower, Emirates Bank, Sheikh Zayed Road, Dubai, United Arab Emirates ("Company," "we," "us," or "our"), concerning your access to and use of the zenthepanda.com website as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Service"). You agree that by accessing the Service, you have read, understood, and agree to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

2. Service Description

Zen The Panda provides a digital platform facilitating interaction with our proprietary crypto token and associated services. Our Service is not affiliated with any original creators of similarly themed tokens but is inspired by the wider cultural phenomenon surrounding digital currencies and community-driven projects.

3. Risk Acknowledgment

You acknowledge that cryptocurrencies and digital tokens are subject to high market risks and volatility. By engaging in transactions or investments within the Service, you assume all associated risks, including the potential loss of your investment. The Company bears no responsibility for your investment decisions.

4. User Obligations and Prohibited Conduct

As a condition of your use of the Service, you agree not to use the Service for any purpose that is unlawful or prohibited by these Terms. Activities including, but not limited to, the following are expressly prohibited:

- Illegal or fraudulent use of the Service.
- Attempting to breach or circumvent any security measures of the Service.
- Engaging in any activity that manipulates or interferes with the operational integrity of the Service.
- Utilization of the Service in any manner related to money laundering, terrorism financing, or other illegal activities.

5. No Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant that the Service will function uninterrupted, that defects will be corrected, or that the Service or the server that makes it available are free of viruses or other harmful components.

6. Limitation of Liability

To the fullest extent permitted by applicable law, in no event will the Company, its affiliates, officers, directors, employees, agents, suppliers, or licensors be liable for any (a) indirect, special, incidental, punitive, exemplary, or consequential damages; (b) loss of use, data, business, or profits; or (c) damage caused by malware, transmission errors, or interruptions in access to the Service, whether based on warranty, contract, tort, delict, or any other legal theory, and whether or not the Company has been informed of the possibility of such damage.

7. Intellectual Property Rights

All rights, title, and interest in and to the Service (excluding content provided by users) are and will remain the exclusive property of the Company and its licensors. Any use of the Service not expressly permitted by these Terms is a breach of these Terms and may violate copyright, patent, trademark, and other laws.

8. Privacy

Your privacy is important to us. Our Privacy Policy, which is part of these Terms, describes how we collect, use, and protect your personal information. By using the Service, you agree to the collection and use of information in accordance with our Privacy Policy.

9. Amendment of Terms

The Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

10. Termination

The Company may terminate or suspend your access to the Service immediately, without prior notice or liability, at our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

11. Governing Law

These Terms shall be governed and construed in accordance with the laws of Dubai, without regard to its conflict of law provisions.

12. Contact Information

For any questions about these Terms of Service, please contact us at contact@zenthepanda.com.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.