# **Terms of Services**

Effective Date: [05 March, 2025]

### 1. Introduction

### 1.1 Overview

Welcome to VTI3 Net (hereinafter referred to as "we," "us," or "our"). We appreciate your interest in our platform, accessible via our website and related applications (collectively, the "Services"). These Terms of Service (the "Terms") form a legal agreement between you ("you" or "your") and VTI3 Net. They govern your use of and access to our Services, including any digital content, features, or products made available through our platform or via connected third-party platforms.

### 1.2 Acceptance of Terms

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use or access our Services. If you are using or accessing our Services on behalf of an organization, you represent and warrant that you are authorized to accept these Terms on the organization's behalf.

### 1.3 Updates to these Terms

We reserve the right to update or modify these Terms from time to time. We will provide at least 30 days' notice prior to the updated Terms taking effect, which may include posting a notice on our website or sending you an email. Your continued use of the Services after any such update or modification constitutes your acceptance of the new Terms.

### 1.4 Privacy Policy

Your privacy is important to us. Our <u>Privacy Policy</u> explains how we collect, use, share, and protect your personal data. By using our Services, you agree to our Privacy Policy.

# 2. Eligibility and Accounts

### 2.1 Eligibility

Our Services are intended only for individuals and entities legally permitted to enter into binding contracts. If you are considered a minor in your jurisdiction, you must have your parent or legal guardian's permission to use the Services. Certain parts of our Services may have additional age or eligibility requirements. You are responsible for ensuring that all persons who access the Services through your internet connection or device meet these requirements.

#### 2.2 Account Creation

You may need to create an account to use certain features of our Services. You must provide truthful, accurate, and complete information during registration. You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account. If you suspect unauthorized access to your account, please notify us immediately.

### 2.3 Multiple Accounts

You are not permitted to create multiple accounts to access the Services in violation of these Terms or to circumvent account limitations or restrictions. We reserve the right to review and deactivate any accounts that we determine to be duplicative or violate these Terms.

### 2.4 Account Suspension or Termination

We reserve the right to suspend or terminate your access to the Services if, in our sole discretion, we determine that you have violated these Terms or any applicable law, or engaged in any conduct that may harm VTI3 Net or its users. We shall not be liable for any losses, damages, or costs arising from our exercise of such rights.

### 3. The Services

### 3.1 Scope of Services

VTI3 Net provides infrastructure and tools that enable individuals, businesses, and other organizations to discover, connect, and exchange value (including payments and rewards) via messaging or social media applications. The precise features and functionalities available to you may vary depending on your region, account type, device, and other factors.

### 3.2 Third-Party Integration

Some parts of our Services may integrate with or link to third-party websites, software, or other services. Such third parties may have their own terms and policies, which you must review separately. We do not own, operate, or endorse any third-party products or services; we provide these integrations solely for your convenience and assume no responsibility for any issues arising out of your use of third-party services.

#### 3.3 Service Modifications

We may modify or discontinue any part of our Services (in whole or in part), add or remove features, or impose conditions on certain aspects of the Services without prior notice. Such modifications or changes are often necessary to enhance security, add new functionality, or address performance issues. We will endeavor to notify you of any material changes that could adversely affect you.

#### 3.4 Beta or Preview Features

From time to time, we may offer experimental, "beta," or "preview" features. These features are provided on an optional basis and may be subject to additional terms. We do not guarantee the functionality or performance of any beta features, and we may discontinue or modify them at any time.

## 4. User Responsibilities

### 4.1 Compliance with Law and Policies

In using our Services, you agree to comply with all applicable laws, regulations, and rules, as well as any instructions or policies we make available (including guidelines related to user conduct or permissible content).

### **4.2 Prohibited Conduct**

You agree you will not, and will not enable or permit any third party to:

- Engage in fraudulent, defamatory, obscene, or illegal activity.
- Use or attempt to use the Services to launder funds or perform any unauthorized financial activity.
- Access or attempt to access portions of the Services or systems by any means other than our official interfaces.
- Circumvent, disable, or otherwise interfere with any security-related features or mechanisms used to safeguard the Services or user data.

#### 4.3 Content Standards

You are solely responsible for any content you post, share, or submit using our Services ("Your Content"). Your Content must not violate any applicable laws or regulations, infringe on any third-party rights, or be harmful, deceptive, or misleading. We reserve the right to remove or refuse to display any of Your Content at our sole discretion.

### 4.4 Protecting Others' Information

If you obtain or receive personal data, account details, or other sensitive information through our Services, you must comply with all applicable privacy and data protection laws. You must not share or misuse such information.

# 5. Purchases and Payments

### 5.1 General

Some features, content, products, or services made available through VTI3 Net may require a fee ("Paid Services"). By accessing or using Paid Services, you agree to pay the applicable fees. Fees and payment methods are disclosed at checkout or upon registration for the relevant Paid Service.

### 5.2 Methods of Payment

We may accept various forms of payment, such as credit cards, debit cards, or other payment instruments. You must ensure that the payment information you provide is accurate and up to date. We reserve the right to add or remove payment methods at our sole discretion.

### **5.3 Pricing and Taxes**

Prices for Paid Services are subject to change at any time prior to purchase. All fees exclude any applicable taxes, levies, or duties imposed by governmental authorities ("Taxes"). You are responsible for the payment of any Taxes related to your use of Paid Services or purchases through our platform.

### **5.4 Payment Authorization**

By submitting a payment, you authorize us to charge the designated payment method for the total amount of the transaction. You represent and warrant that you have the legal right to use any payment method you provide.

### 5.5 Billing Cycle; Automatic Renewal (if applicable)

If any Paid Service is offered on a subscription basis, it may automatically renew under the same conditions unless you cancel in accordance with any provided cancellation instructions. We will notify you of any price changes prior to the renewal taking effect.

# 6. Refund Policy

### **6.1 All Sales Final (Subject to Applicable Law or Special Policies)**

Generally, all sales made through our Services are final, unless otherwise specified in these Terms or in specific promotional or product terms. However, if the law in your jurisdiction provides you with certain withdrawal or refund rights, we will honor such rights as required.

### **6.2 Special Circumstances**

If we, at our sole discretion, determine that there has been a technical or operational issue that has adversely affected your purchase or access to a Paid Service, we may issue credits or refunds on a case-by-case basis.

### 6.3 How to Request a Refund

If you believe you are entitled to a refund, please contact our customer support promptly with evidence of the issue. We may request additional information to process your request. Approval or denial of a refund remains in our sole discretion unless otherwise required by law.

### 7. Limited License and Use of Platform

### 7.1 License Grant

Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, revocable license to access and use our Services for lawful purposes in accordance with these Terms. Any use of our Services not expressly permitted by these Terms is prohibited.

#### 7.2 License Limitations

You must not, and will not enable or permit any third party to:

- Reproduce, copy, modify, reverse-engineer, decompile, or disassemble any part of the Services.
- Redistribute, sublicense, transfer, or otherwise exploit the Services for any commercial or unauthorized purpose.
- Interfere with, disrupt, or impose an unreasonable load on the Services or related systems or networks.

# 8. Intellectual Property

### 8.1 Our Rights

All content, trademarks, logos, and other intellectual property available on or through the Services (excluding user-generated content) are owned or licensed by VTI3 Net. You must not remove, alter, or obscure any copyright, trademark, service mark, or other notices contained in the Services.

### 8.2 User-Generated Content

As part of using our Services, you may submit, post, or display content ("User Content"). You retain any intellectual property rights you have in your User Content. By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, host, reproduce, modify, adapt, publicly display, and distribute such content, in any and all media or distribution methods, to operate, promote, or improve the Services.

### 8.3 Feedback

If you choose to submit any ideas, suggestions, or proposals regarding our Services ("Feedback"), you grant us a perpetual, worldwide, irrevocable, sublicensable, royalty-free license to use, reproduce, display, and modify that Feedback for any purpose without compensation to you.

### 9. Service Access and Downtime

### 9.1 Availability

We strive to keep our Services running smoothly; however, we do not guarantee that the Services will be uninterrupted or error-free. We may limit, suspend, or discontinue all or parts of our Services at any time without notice. We shall not be liable for any loss or damage arising out of or related to any such service disruptions.

### 9.2 Maintenance and Updates

We may conduct scheduled or emergency maintenance on the Services. During such times, the Services (or certain parts of the Services) may be inaccessible. We will attempt to provide reasonable notice of maintenance downtime but cannot guarantee availability of such notice.

### 10. Warranties and Disclaimers

### 10.1 "As Is" and "As Available"

You understand and agree that the Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, VTI3 Net, its affiliates, and their respective directors, officers, employees, and agents (collectively, the "Released Parties") disclaim all warranties, express or implied, in connection with the Services, including warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy.

### **10.2 No Guarantee of Results**

We do not warrant or guarantee that the Services will produce any particular business result, revenue, or profit; that the Services will be accurate, complete, or reliable; or that errors in the Services will be corrected. You assume all risk associated with your use of the Services.

### **10.3 Third-Party Content**

We are not responsible for the accuracy, reliability, or quality of any content, data, or materials posted by third parties or made available through integrated third-party services. You use such third-party services at your own risk and are subject to their separate terms.

# 11. Limitation of Liability

### 11.1 Exclusion of Certain Damages

To the maximum extent permitted by law, under no circumstances will the Released Parties be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with your use of or inability to use the Services, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if the Released Parties have been informed in advance of the possibility of such damages.

### 11.2 Cap on Liability

In no event will the total liability of the Released Parties, whether arising in contract, tort (including negligence), or otherwise, exceed in the aggregate the amount you have paid to us in connection with any Paid Service in the six (6) months immediately preceding the event giving rise to the claim, or one hundred U.S. dollars (USD \$100), whichever is greater.

### 11.3 State or Country-Specific Laws

Some jurisdictions do not allow certain limitations of liability. In such jurisdictions, the liability of the Released Parties shall be limited to the greatest extent permitted by law.

### 12. Indemnification

### 12.1 Indemnification Obligations

You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, actions, proceedings, liabilities, damages, losses, or expenses (including reasonable legal fees) arising out of or in connection with:

- · Your use of the Services or any content you submit;
- Your breach of these Terms; or
- Your violation of any third-party right, including any intellectual property right, publicity, confidentiality, property, or privacy right.

### 12.2 Defense and Control

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with our defense of these claims.

### 13. Termination

### 13.1 Termination by You

You may cease using the Services at any time. You may also deactivate or delete your account, if applicable, following the instructions provided within your account settings or by contacting customer support.

### 13.2 Termination by VTI3 Net

We may suspend or terminate your access to the Services in whole or in part if we determine, in our sole discretion, that:

- You have breached these Terms;
- You have engaged in conduct that may cause harm to us, our users, or third parties; or
- We are required to do so by law or a governmental authority.

### **13.3 Effect of Termination**

Upon termination, your right to access and use the Services will immediately cease. Any provisions of these Terms that by their nature should survive termination shall so survive, including sections regarding warranties, disclaimers, limitations of liability, and indemnification.

# 14. Governing Law and Dispute Resolution

### 14.1 Governing Law

Unless otherwise mandated by local law, these Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of [Jurisdiction], without giving effect to any conflict-of-law provisions.

### **14.2 Dispute Resolution**

In the event of any dispute arising out of or relating to these Terms or the Services, you agree to first attempt to resolve such dispute informally by contacting us. If the dispute remains unresolved after 30 days, each party may pursue legal remedies in accordance with the governing law and venue specified in these Terms.

#### 14.3 No Class Actions

You and VTI3 Net agree to resolve disputes on an individual basis. Neither party shall be entitled to join or consolidate claims by or against other individuals or entities, or pursue any claim as a representative or class action, or in a private attorney general capacity.

### 15. Additional Provisions

### **15.1 Entire Agreement**

These Terms, together with any policies or guidelines referenced herein, constitute the entire agreement between you and VTI3 Net regarding the subject matter of these Terms. They supersede and replace any and all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

### 15.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible under applicable law, and the remaining provisions will remain in full force and effect. Any invalid or unenforceable provision will be interpreted to give effect to its intent to the greatest extent possible.

### 15.3 Assignment

You may not assign, delegate, or otherwise transfer any of your rights or obligations under these Terms without our prior written consent. We may transfer, assign, or delegate our rights and obligations under these Terms without restriction, provided that such transfer does not diminish your rights under these Terms.

#### 15.4 No Waiver

No failure or delay by us in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy. Any waiver of any provision under these Terms will be effective only if in writing and signed by an authorized representative of VTI3 Net.

### **15.5 Force Majeure**

We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including acts of God, labor disputes, accidents, war, terrorism, pandemics, embargoes, or government orders.

### 15.6 Language

These Terms may be provided in multiple languages for convenience. In the event of any inconsistency or conflict between versions, the English version shall control to the fullest extent permitted by applicable law.

### **15.7 Electronic Communications**

By using our Services, you consent to receiving electronic communications from us, which may include notices about your account, transactional information, and other information regarding the Services. You agree that any notices, agreements, disclosures, or other communications sent to you electronically satisfy any legal communication requirements.

### 16. Contact Information

If you have any questions or comments about these Terms or our Services, please contact us at:

VTI3 Net Limited
Ground Floor, 71 Baggot Street Lower, Dublin 2, D02P593, Ireland.
2025 All Rights Reserved

Email: info@VTI3.NET

We will use reasonable efforts to respond to any inquiries in a timely manner.

# **Acknowledgment**

By accessing or using VTI3 Net's Services, you acknowledge that you have read these Terms, understand them, and agree to be bound by them.

© 2025 VTI3 Net. All Rights Reserved.