

TERMS OF USE

PLEASE READ CAREFULLY THESE TERMS OF USE OF WEBSITE BEFORE USING THE WEBSITE [HTTP://SOCO.SOCIAL](http://SOCO.SOCIAL) / AND ONLINE SERVICES AT THIS WEBSITE, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS OF USE OF WEBSITE, YOU SHALL NOT USE THE WEBSITE [HTTP://SOCO.SOCIAL](http://SOCO.SOCIAL) / AND ONLINE SERVICES AT THIS WEBSITE

WEBSITE [HTTP://SOCO.SOCIAL](http://SOCO.SOCIAL) / AND ONLINE SERVICES AT THIS WEBSITE ARE NOT INTENDED FOR THE USE OF, AND CAN NOT BE USED BY, CITIZENS OF, NATURAL AND LEGAL PERSONS, HAVING THEIR HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION (I) IN THE UNITED STATES OF AMERICA (INCLUDING ITS STATES AND THE DISTRICT OF COLUMBIA), PUERTO RICO, THE VIRGIN ISLANDS OF THE UNITED STATES, ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR (II) IN THE COUNTRY OR TERRITORY WHERE USING THE WEBSITE, THE SERVICES AT THIS WEBSITE OR THE METHOD OF PAYMENT FOR THE SERVICES SPECIFIED AT THIS WEBSITE IS PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS

IF SUCH RESTRICTED PERSON USES THE WEBSITE [HTTP://SOCO.SOCIAL](http://SOCO.SOCIAL) / OR THE SERVICES AT THIS WEBSITE, SUCH RESTRICTED PERSON HAS DONE SO ON AN UNLAWFUL, UNAUTHORIZED AND FRAUDULENT BASIS AND IN THIS REGARD SHALL BEAR NEGATIVE CONSEQUENCES CONTEMPLATED IN THIS TERMS OF USE OF WEBSITE

1. General

§1. Acceptance of Terms

1.1. These Terms shall enter into force as of the moment you first access the Website or commence use of any of the Services. By accessing, browsing or using the Website and/or any of the Services you irrevocably and unconditionally:

1.1.1. accept and adhere to these Terms and the Privacy Policy which is hereby incorporated into these Terms by reference; and

1.1.2. confirm that you are not a Restricted Person and do not represent a Restricted Person; and

1.1.3. confirm that you agree to be bound by these Terms without any exemptions, limitations, and exclusions; and

1.1.4. any and all provisions of these Terms shall be enforceable to the fullest extent against you.

1.2. If you access the Website or use any of the Services on behalf of a business (whether registered or operating without registration), that business hereby accepts these Terms. You shall cease using the Website or the Services immediately in the following events:

1.2.1. you disagree with any provision hereof and would like not to be bound by these Terms; or

1.2.2. you are Restricted Person or represent Restricted Person, or will become Restricted Person or will represent Restricted Person at any time after these Terms become effective; or

1.2.3. using the Website, the Services or the method of payment for the Services specified at the Website is prohibited or in any manner restricted by laws or regulations applicable to relations between you and us, or will become so prohibited or restricted at any time after these Terms become effective; or

1.2.4. under the laws or regulations applicable to relations between you and us, using the Website, the Services or the method of payment for the Services specified at the Website requires from Company Parties to be registered or licensed with any applicable governmental authorities, or will require such registration or licensing at any time after these Terms become effective.

§2. Amendments to Terms

1.3. These Terms may be modified, changed, supplemented or updated by Company in its sole discretion at any time without advance notice.

1.4. Company Parties may at their own discretion develop additional products, utilities, and offerings or functionalities of the Website or discontinue maintaining the Website and/or provision of any of the Services. In the event Company Parties add new products, utilities, and offerings or makes additional functionality available through the Website, these Terms shall be fully applicable to such new products, utilities, and offerings or additional functionality of the Website.

2. Use of Website

§1. Persons Who Are Restricted to Use Website and Services

2.1. The purpose of our Website is to provide you with you some general information about the software being developed by Soco Foundation Company Limited. You must not breach any of the following terms of our Acceptable Use policy set out below.

2.2. The Website and the Services are not offered for use to the following restricted persons ("**Restricted Persons**"):

2.2.1. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the District of Columbia), Puerto Rico, the Virgin Islands of the United States, and any other possessions of the United States of America; and

2.2.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where using the Website, the Services or the method of payment for the Services specified at the Website is prohibited or in any manner restricted by applicable laws or regulations, or will become prohibited or restricted at any time after these Terms become effective.

2.3. The Restricted Persons are strictly prohibited and restricted from entering and using the Website and the Services and Company Parties are not soliciting usage or purchases thereof by Restricted Persons in any way.

2.4. It is solely your obligation to verify each time you access or use the Website or the Services:

2.4.1. whether or not you or a person you represent are/is a Restricted Person;

2.4.2. whether or not you are allowed to access and to use the Website and the Services under the applicable laws and regulations; and

2.4.3. whether or not you are allowed by applicable laws and regulations to pay for the Services in the manner specified on the Website.

2.5. If a Restricted Person uses the Website or the Services, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered in by the Restricted Person on the Website shall be null and void, including, but not limited to, the following:

2.5.1. transactions resulting from acceptance of these Terms;

2.5.2. any transaction resulting from the acquisition of products, assets or Services from the Website; and

2.5.3. any payment operation.

2.6. None of the Company Parties shall be bound by a transaction or an operation specified in Article 2.5, and respective Company Party may, in its sole discretion:

2.6.1. take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above;

2.6.2. notify the relevant authorities on the transaction or the operation in question; and

2.6.3. retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation.

2.7. Any Restricted Person using Website or the Services shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses, and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's use of the Website or the Services.

§2. Your Obligations

2.8. You undertake to comply and adhere to provisions of these Terms, as well as any national and local laws and regulations applicable to your use of the Website and the Services.

2.9. You undertake to use the Website and the Services in a manner consistent with their purpose and functionality within the user interface provided by Company Parties.

§3. Modification, Limitation, and Termination of Website and Services

2.10. Company Parties shall be entitled to add, alter, modify, as well as suspend, stop, discontinue, cease maintenance, updating and correction of errors with respect to any

functionality of the Website and/or the Services, including, but not limited to, to terminate the Website or any of the Services without any notice to you.

2.11. The materials, information and related graphics published on the Website could include technical inaccuracies or typographical errors. The Company Parties may (but not obliged to) make improvements and/or changes to the Website, the Services and/or the materials, information and related graphics published on the Website at any time.

2.12. A Company Party at its sole discretion shall be entitled to impose limitations and restrictions on your use of the Website and/or the Services without any notice to you. The limitations and restrictions may be established for certain categories of users, including, but not limited to, depending on location, language, age, availability of rights to content of the Website, legal requirements or other reasons, and may include unavailability of specific functionality of or the overall access to the content of the Website, the Website and/or the Service, limitations for storage of content under your User Account and otherwise.

2.13. A Company Party at its sole discretion shall be entitled to suspend and terminate your access to the Website or the Services without any notice to you.

2.14. The website may apply technology based on an identification of IP addresses of the users that disallow Restricted Person to find, access and enter the Website. Attempts to bypass such filters shall be viewed as an illegal and fraudulent action against the Website aimed at inflicting the losses on it.

3. Open Source Software

3.1. We may make (but are not obligated to make) the source code for the software we develop available for download as open source software. You agree to be bound by and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with us in connection with your use, modifications or distributions of this open source software. When we host any software and enable you to access and use such software through our websites including this Website, then these terms will apply to such access and use, as well as any license agreements that we may enter into with you.

4. Third Party Content

4.1. We may display third-party content, advertisements, links, promotions, logos, and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

5. User Content

5.1. If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other

information and materials, sign up to our mailing list or create a User Account on the Website ("**User Content**"), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete.

5.2. We do not own, control or endorse any User Content that is transmitted, stored or processed via the Website or sent to us and we are not responsible or liable for any User Content.

5.3. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the Website, and you represent and warrant that:

5.3.1. you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these Terms;

5.3.2. your User Content does not violate any agreements or confidentiality obligations; and

5.3.3. your User Content does not violate, infringe or misappropriate any intellectual property right or other proprietary rights, including the right of publicity or privacy, of any person or entity.

5.4. You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Soco Foundation Company Limited Parties (as defined below) or another party due to someone else using your User Content or account. You may not use anyone else's User Content or account at any time without the permission of such person or entity. By posting, uploading, inputting, providing or submitting your User Content to us, you grant Soco Foundation, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

5.5. You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at soco@soco.social, so that we can communicate with you effectively and provide accurate and up to date information to you. Although we have no obligation to screen, edit or monitor User Content, we reserve the right and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason.

5.6. Any User Content submitted by you on this Website may be accessed by us globally.

6. Feedback

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us (collectively, "Feedback"), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. We

reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback. The purpose of these terms is to avoid potential misunderstandings or disputes if Soco Foundation Company Limited's products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. If you decide to send us Feedback, you acknowledge and understand that the Soco Foundation Company Limited Parties make no assurances that your Feedback will be treated as confidential or proprietary.

7. Aggregate Information

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

8. Intellectual Property

8.1. Soco Foundation Company Limited retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. Soco Foundation Company Limited reserves all rights not expressly granted.

8.2 Any unauthorized reproduction is prohibited.

8.3. You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

8.4. You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialize, publish or create derivative works from any part of the content, format or design of this Website. If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Soco Foundation Company Limited or any third party, whether by estoppel, implication or otherwise.

9. Acceptable Use Policy

9.1. You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

9.1.1. publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;

9.1.2. display, upload or transmit material that encourages conduct that may constitute a criminal offense, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;

9.1.3. interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;

9.1.4. violate any applicable laws or regulations;

9.1.5. use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;

9.1.6. create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a Soco Foundation Company Limited representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

9.1.7. mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;

9.1.8. disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);

9.1.9. violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;

9.1.10. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;

9.1.11. send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material;

9.1.12. access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;

9.1.13. obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

9.1.14. attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

9.1.15. obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

9.1.16. harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;

9.1.17. use any part of this Website other than for its intended purpose; or

9.1.18. use this Website to engage in or promote any activity that violates these terms;

9.1.19. make available any content which is false, misleading and/or promoting illegal activities.

10. Representations and Warranties

§1. Your Representations and Warranties

10.1. By using the Website or the Services you represent and warrant that:

10.1.1. you have read and understand these Terms;

10.1.2. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms. You appreciate the risks and implications of using the Website, the Services, and method of payment for the Services specified on the Website, as well as know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

10.1.3. you have all requisite power and authority to enter into these Terms, to use the Website and the Services and to carry out and perform your obligations under these Terms. If you are using the Website or the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity. References to "you" in these Terms refer to you and such entity, jointly;

10.1.4. you are of sufficient age to access the Website and to use the Website and the Services in accordance with the laws and regulations of your country of residence or any other applicable legal requirements;

10.1.5. you are not a Restricted Person and do not represent a Restricted Person;

10.1.6. the entering into and performance of these Terms will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:

(i) any provision of your constituent documents, if applicable;

(ii) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your material assets are subject;

(iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;

(iv) any foreign exchange, anti-money laundering or regulatory restrictions applicable to you; or

(v) any laws, regulations or rules applicable to you;

10.1.7. you will comply with any applicable tax obligations in your jurisdiction arising from the use of the Website, the Services, and payment for the Services;

10.1.8. the entering into, and performance under, these Terms require no approval or other action from any governmental authority or person other than you; and

10.1.9. the assets, including any digital assets, fiat currency, virtual currency or cryptocurrency, you use to pay for the Services are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing.

10.2. You agree that if your country of residence or other circumstances change such that any of the representations and warranties specified in Article 10.1 are no longer accurate, that you will immediately cease using the Website and the Services.

11. Indemnification

11.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the “Soco Foundation Company Limited Parties”) from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your access to or use of our Website, products or services; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of these Terms.

11.2. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Soco Foundation Company Limited.

12. GOVERNING LAW AND DISPUTE RESOLUTION

§1. Applicable Law

12.1. These Terms will be governed by and construed and enforced in accordance with the laws of the Soco Foundation Company Limited, without regard to conflict of law rules or principles (whether of the Cayman Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

§2. Informal Dispute Resolution

12.2. You and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with them (“**Disputes**”). If you and we are unable to resolve a Dispute within 90 days of notice of such Dispute, such Dispute shall be finally settled in an arbitration proceeding as stipulated in Articles 12.4-12.8.

§3. No Class Arbitrations, Class Actions or Representative Actions

12.3. Any Dispute is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of

representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

§4. Arbitration Proceedings

12.4. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.

12.5. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments.

12.6. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English.

12.7. Any award of the tribunal shall be final and binding from the day it is made.

12.8. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

13. Disclaimer

13.1. THIS WEBSITE AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THIS WEBSITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.

13.2. EACH OF THE SOCO FOUNDATION COMPANY LIMITED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, SERVICES, AVAILABILITY, UNINTERRUPTED ACCESS, OR SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS WEBSITE; (B) ANY WARRANTIES THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; (C) ANY WARRANTIES THAT THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS PROVIDED THROUGH IT ARE ERROR-FREE OR THAT DEFECTS IN THIS WEBSITE, ITS CONTENT OR SUCH SERVICES OR PRODUCTS WILL BE CORRECTED; (D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (E) ANY WARRANTIES THAT THIS WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND (F) ANY WARRANTIES OF NON-INFRINGEMENT. THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS WEBSITE. THE SOCO FOUNDATION COMPANY LIMITED PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

13.3. In addition, to the maximum extent permitted by law, none of the Soco Foundation Company Limited Parties shall be responsible or liable for:

13.3.1. any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of this Website or any of its content;

13.3.2. any reliance on, or decision made on the basis of, information or material shown on or omitted from this Website;

13.3.3. any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on this Website (if any) and any representation or otherwise that we have or will ask for a candidate's information, will or have asked to interview or hire a candidate, or that any candidates will meet our needs;

13.3.5. any matter affecting this Website or any of its content caused by circumstances beyond our reasonable control;

13.3.6. the performance of this Website and any fault, delays, interruptions or lack of availability of this Website and any of the services or products provided through this Website, which may occur due to increased usage of this Website, intermittent failures of this Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and

13.3.7. any information or material on any website operated by a third party which may be accessed from this Website.

13.4. IN NO EVENT WILL THE SOCO FOUNDATION COMPANY LIMITED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, ACTUAL, EXEMPLARY, PUNITIVE OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES) REGARDLESS OF WHETHER THE SOCO FOUNDATION COMPANY LIMITED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OR PERFORMANCE OF THIS WEBSITE; (B) ANY PROVISION OF OR FAILURE TO PROVIDE THIS WEBSITE OR ITS SERVICES (INCLUDING WITHOUT LIMITATION ANY LINKS ON OUR WEBSITE); (C) ANY INFORMATION AVAILABLE FROM THIS WEBSITE; (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (E) UNAUTHORIZED ACCESS, USE OR ALTERATION OF THE TRANSMISSION OF DATA OR CONTENT TO OR FROM US; OR (F) THE FAILURE TO RECEIVE IN ANY WAY THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS OR PROPERTY FROM YOU. IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE SOCO FOUNDATION COMPANY LIMITED PARTIES ARISING UNDER THESE TERMS EXCEED \$5.00 USD.

14. Miscellaneous

14.1. These Terms constitutes the entire agreement between you and Company relating to the use of the Website and the Services. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and any of the Company Parties, whether written or verbal, regarding the subject matter of these Terms.

14.2. Should any provision of these Terms, or any provision incorporated into these Terms in the future, be or become illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of these Terms shall not be affected thereby.

14.3. Company may assign Company's rights and obligations under these Terms.

14.4. Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

14.5. These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

14.6. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

14.7. If you have any questions regarding these terms, please contact us at soco@soco.social.

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