

Terms

Terms of Service

These Terms of Use govern your usage of our Platforms, including our website (www.spacemonkeez.io), mobile applications, and other digital platforms.

Before accessing or using our Platforms, please read these Terms of Use carefully. By accessing or using our Platforms, you agree to these Terms of Use. If you disagree with these Terms of Use, you are not authorized to continue using our Platforms.

About Us

Project Spacemonkeez (referred to as "we," "our," and "us") is an International Business Company (SpaceLabs Ltd.) based in the Marshall Islands, duly established under the laws of the Marshall Islands, with registry number 126445. Our registered office is located at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands, MH 96960. We develop Spacemonkeez, which operates on the AVAX network using smart contracts developed by us. We aim to enhance your experience by rolling out mobile applications and other digital platforms. Our Website, mobile applications, other digital platforms, and smart contracts (collectively, "our Platforms") are owned and edited by us. The information and content on our Platforms are not intended for distribution to or use by any person or entity in jurisdictions or countries where such distribution or use would be contrary to law or regulation, or which would subject us to registration requirements within such jurisdictions or countries. You are responsible for compliance with local laws if accessing our Platforms from other locations. You must not be on any trade embargoes or economic sanctions lists to use our Platforms. Our Platforms are intended for users aged 18 and above. Users under 18 are not permitted to use our Platforms.

Our Privacy Policy

Our Privacy Policy, which outlines how we process personal data collected from you or provided by you, also applies to your use of our Platforms. About our Hosting Services

Our Website hosting services are provided by AWS, and we use AWS Network Firewall for protection. Our mobile applications may be hosted by us or other companies. Refer to the relevant conditions of use for those companies.

Changes to these Terms of Use

We may periodically update these Terms of Use. Regularly check this page for changes, which are binding on you. The latest version of these Terms of Use will always be on our Website. New versions take effect immediately upon posting and govern the use of our Platforms and your relationship with us. By continuing to use our Platforms, you accept and agree to be bound by these updates and amendments. Changes to our Platforms

We may update our Platforms and change content at any time. We are not obligated to update content, and it may be outdated at any given time. We do not guarantee that our Platforms or any content will be error-free.

Accessing our Platforms

Our Platforms are available free of charge. We do not guarantee uninterrupted availability of our Platforms, and access is temporary. We may suspend, withdraw, or change our Platforms without notice and will not be liable for unavailability. You are responsible for arrangements to access our Platforms and ensuring others who access through your internet connection comply with these Terms of Use. Our Platforms are not to be used for illegal or unauthorized purposes. Automated, non-human access to our Platforms, such as through bots or scripts, is prohibited. Content on our Platforms may not be appropriate or available in your location. We may limit availability to any person or geographic area at any time. Access from your location is at your own risk. Prohibited Use

Use our Platforms only for intended purposes and not in connection with commercial endeavors, unless agreed in a contract with us. Do not engage in unauthorized use of our Platforms, such as collecting user information for unsolicited email or creating false accounts. Do not bypass security features, disrupt or burden our Platforms, or attempt unauthorized access. Do not retrieve data or content from our Platforms to create collections or directories without our written permission. Do not engage in fraudulent or misleading activities, impersonate others, or misuse users' account details. Do not use our Platforms to harass or harm others or for automated system use. Do not upload harmful material like viruses or spam, or engage in data collection mechanisms. Do not reverse engineer our software, delete copyright notices, or use our Platforms for competitive or commercial purposes without authorization. Do not misuse our support services or submit false reports. Do not advertise unauthorized goods or services, engage in framing or linking without permission, or disparage us or our Platforms. Use our Platforms in accordance with applicable laws and regulations.

Intellectual Property

We own or license all intellectual property rights on our Platforms and published material, including source codes, databases, and graphics. Trademarks on our Platforms are protected and require permission for use. All content on our Platforms is copyrighted or licensed for our use. All rights reserved. You must acknowledge our status (and any contributors) as content authors on our Platforms. You are not authorized to use any content on our Platforms for public or commercial purposes without a license from us or our licensors.

No Reliance on Information

The content on our Platforms is for general information only and not professional advice. While we strive for accuracy, we do not guarantee the completeness or up-to-dateness of the content.

Limitation of our Liability

We exclude all implied conditions, warranties, representations, or other terms that may apply to our Platforms. We are not liable for any loss or damage arising from the use or inability to use our Platforms, or reliance on any content. For business users: We are not liable for loss of profits, sales, business, savings, opportunity, goodwill, reputation, or indirect or consequential losses. For consumer users: Our Platforms are for private use only. We are not liable for any loss of profit, business, interruption, or opportunity. You are responsible for Taxes associated with your use of our Platforms. We are not liable for loss or damage from viruses or other harmful material from our Platforms or linked content. We perform regular data backups, but you are responsible for your data transmitted to our Platforms.

We are not responsible for content on linked websites. Our Platforms' availability and these limitations of liability are essential for our provision of services. You agree to defend, indemnify, and hold us harmless from any claims arising from your use of our Platforms or breach of these Terms of Use.

Assumption of Risks

You acknowledge the volatility of blockchain asset prices and the risks of using internet-based and digital assets. You are responsible for determining applicable Taxes for your transactions. You acknowledge the risks of using the Ethereum network and the potential impact of regulatory changes on the Spacemonkeez ecosystem and the \$AI token. Uploading Content to our Platforms

Comply with our content standards when uploading content or contacting other users. Uploaded content is non-confidential. You retain ownership but grant us and other users a limited license to use your content. We are not responsible for the content or accuracy of user-posted content. We have the right to remove non-compliant posts. User views do not represent ours.

Viruses

We do not guarantee that our Platforms are free from viruses or bugs. You are responsible for using virus protection software and securing your device. Do not misuse our Platforms by introducing harmful material or attempting unauthorized access.

Linking to our Platforms

Link to our Platforms in a fair and legal manner without damaging our reputation. Do not suggest endorsement or association without our consent. We reserve the right to withdraw linking permission.

Third-Party Links and Resources in our Platforms

We provide third-party links for information only and are not responsible for their content or accuracy. Advertisements on our Website are not endorsed by us.

Termination and Suspension

We may terminate or suspend your access for violating these Terms of Use. We may discontinue access to our Platforms without notice or liability.

"Limitation of our Liability" and "General Provisions" survive termination.

General Provisions

Content on our Platforms may not be appropriate for all countries. You are responsible for local law compliance. Invalid or unenforceable provisions do not affect the remainder of these Terms of Use. These Terms of Use constitute the entire agreement between us regarding Platform use. Waivers of breaches do not constitute waivers of subsequent breaches.

Applicable Law and Jurisdiction

These Terms of Use are governed by the laws of Marshall Islands country, with exclusive jurisdiction in Marshall Islands courts.

Partnerships

Official partnerships will be announced on our Platforms. Sole announcements of partnerships by third parties may be false.

Contact Us

For questions, comments, or personal data requests, contact us at info@spacemonkeez.io.

Last Updated: June 11th, 2024