

PAYGLIDE

TERMS OF SERVICE

Last Updated: February 1st

Table of Contents

<i>Terms of Service</i>	3
1. THE SERVICES	4
Description of Services	4
Eligibility	4
Age Constraint	4
Authorized Representative	4
Prohibited Conduct	4
Account Creation	4
Account Security	5
Accessing the Services	5
Assumption of Risks	5
Responsibility for Taxes	6
Transaction Limits	6
2. USER WARRANTIES	7
3. FEES	8
4. ERRORS AND REFUNDS	8
5. THIRD PARTY DELAYS OR ERRORS	8
6. NOTICE	8
7. DATA USAGE AND PRIVACY	9
Privacy Policy	9
Document Destruction	9
8. INTELLECTUAL PROPERTY	9
9. INTERACTIONS WITH THIRD PARTIES	9
10. TERMINATION	10
11. SERVICES CHANGES AND SUSPENSIONS	10
12. USER CONTRIBUTIONS	10
Monitoring and Enforcement; Termination	11
Content Standards	11
Copyright Infringement	12
13. THIRD PARTY CONTENT	12
14. COPYRIGHT POLICY	12
15. INDEMNIFICATION	13
16. WARRANTY DISCLAIMER	13
17. LIMITATION OF LIABILITY	14
18. DISPUTE RESOLUTION	14
19. GENERAL TERMS	15
No Waivers	15
Entire Agreement	15
Assignment	16
Governing Law	16
Injunctive Relief	16
How to Contact Us	16

Terms of Service

Last Updated: February 1st 2023

These Terms of Service (the “**User Agreement**”) are between you (referenced herein as “**you**”, “**your**”, or “**user**”) and Qutrics Carbon Limited (“**PayGlide**”) and its affiliates (“**we**”, “**our**”, the “**Company**” or “**PayGlide**”). This User Agreement governs your use of the Company’s website located at www.payglide.xyz (together with any successor site, the “**Site**”) and the Company’s web or app-based software platform (the “**Platform**”) that offers a checkout service which allows users to purchase non-fungible tokens (“**NFTs**”) through third-party provided wallets, The Site, Platform and all software, content, tools, features and functionalities offered on or through our Site and Platform are collectively referred to as the “**Services**”.

If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to this User Agreement, and (b) you agree to this User Agreement on the entity’s behalf.

By accessing, using, or attempting to access or use the Services, you acknowledge and agree that you have read, understood and accept all of the terms and conditions contained in this User Agreement. If you do not agree, you may not access the Services and must immediately cease any use of the Services.

We may amend this User Agreement from time to time by posting a revised version to the Services, in which case we will update the “Last Updated” date at the top of this User Agreement. If we make any changes that are material, we will use reasonable efforts to attempt to notify you, such as by email to the e-mail address you provide to us when registering for the Services. Please review the User Agreement on a periodic basis. Each time you use the Services, you agree to be bound by the terms of the User Agreement in effect at the time of your use thereof. If you do not agree to the revised terms, you are not permitted to use the Services.

THIS USER AGREEMENT CONTAINS IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION AND CLASS ACTION WAIVER (SEE SECTION 18) THAT REQUIRES YOU AND PAYGLIDE TO RESOLVE ALL DISPUTES BY BINDING INDIVIDUAL ARBITRATION INSTEAD OF IN COURT. YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED IN SECTION 18.

PayGlide is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons. Digital assets are not legal tender and are not backed by any government. Digital assets are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.

NO FINANCIAL, INVESTMENT, TAX, LEGAL OR SECURITIES ADVICE IS GIVEN THROUGH OR IN CONNECTION WITH OUR SERVICES.

Nothing contained on the Services constitutes a solicitation, recommendation, endorsement, or offer by us or any third party to buy or sell any digital assets, securities, or other financial instruments. Neither us nor any of our affiliates has: (1) evaluated the merit of any digital assets available through the Services; or (2) has endorsed or sponsored any digital assets made available.

1. THE SERVICES

Description of Services

PayGlide has partnered with certain third-parties to enable the purchase and sale of NFTs. You may use the Services as a purchaser of NFTs to (a) engage in transactions with PayGlide to purchase NFTs offered by a third-party seller (the “**NFT Seller**”) in exchange for fiat currency. You may also use the Services as a wallet (“**Wallet Operator**”) if you would like your users to buy NFTs to users desiring to use a fiat payment method provided by PayGlide.

Eligibility

Age Constraint

In order to use the Services, you must be at least eighteen (18) years of age (or the applicable age of majority and contractual capacity in the jurisdiction in which you reside) to enter into these Terms, and you expressly signify your consent and acceptance to be bound by these Terms.

Authorized Representative

If you are accepting these Terms on behalf of a company or other legal entity or otherwise any other person (whether an individual or an entity), you represent that you have the legal authority to accept these Terms on that person’s behalf, in which case “you” will refer to that person. If you do not have such authority, or if you do not accept and agree to these Terms whether in part or in full, do not use the Services.

Prohibited Conduct

You may not use this Service if you: (i) do not agree to these Terms; (ii) are not of applicable age of majority; or (iii) are prohibited from accessing, browsing or using the Services or any of the Services contents, products or services by applicable laws and regulations.

Account Creation

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information, including your e-mail address and a valid payment method (such as a credit card). You agree to provide PayGlide with any information we reasonably request for purposes of identity verification and the detection of money laundering, fraud or other criminal activities. You also may need to complete certain verification procedures before you may be permitted to use the Services. Upon PayGlide’s verification of the information you submit, including your payment method, you will be authorized to use the Services to purchase NFTs offered for sale by an NFT Seller via a Wallet Operator. It is a condition of your use of the Services that all the information you provide is correct, current, and complete.

If you are using the Services to purchase an NFT from an NFT Seller, you are not required to create an account and may instead conduct one-time transactions with PayGlide using a payment method accepted by PayGlide. However, if you are a Wallet Operator and desire to use the Services to enable fiat payment for NFTs for sale by NFT Sellers, you need to create an account to access the Services.

Account Security

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information. You agree to notify us immediately at daniel@eucleides.com of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the User Agreement.

Accessing the Services

When you use the Services to purchase an NFT offered for sale by an NFT Seller via a Wallet Operator, you agree and understand that PayGlide will (a) deposit the required cryptocurrency into your Wallet, (b) charge your chosen payment method (c) transfer the cryptocurrency in your Wallet to the NFT Seller and (d) deliver the purchased NFT to your Wallet in one closed transaction.

By using an external Wallet in connection with the Services, you agree that you are using such external Wallet under the terms and conditions of the applicable providers of such external Wallet. For example, for the Lilico Wallet, those terms and conditions are available at <https://lilico.app/about/terms>. External Wallets are not associated with, maintained by or affiliated with us. You are solely responsible for keeping your external Wallet and any private keys necessary to decrypt your External Wallet secure. We have no ability to help you access or recover your private keys for your external Wallet. We accept no responsibility or liability to you in connection with your use of an external Wallet, and we make no representations or warranties regarding how the Services will operate with any specific External Wallet.

As noted above, we provide functionalities via the Services to transfer NFTs purchased through the Services directly to an external Wallet. Transfers via the Services to external Wallets may be facilitated by one or more smart contracts that we do not control. You acknowledge the risk of smart contracts and agree to be bound by the outcome of any smart contract operation that you initiate or that we initiate at your direction. We accept no liability or responsibility for any such transfer, including for any loss, data corruption or other negative impact that may occur to your NFTs purchased via the Services or wallets or other assets when attempting to transfer assets between wallets.

Assumption of Risks

You acknowledge and agree that digital assets are volatile and risky, and their trading is affected by many factors outside our or your control. You acknowledge and agree that you purchase NFTs at your own risk. As with any asset, the value of non-fungible tokens can go up or down and there can be a substantial risk that you lose money buying, selling or holding non-fungible tokens. You should carefully consider whether trading or holding non-fungible tokens is suitable for you in light of your financial condition. We make no promise that any NFT you purchase will be worth anything. You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology, including but not limited to, risk of losing access to non-fungible tokens due to loss of private key(s), custodial error or purchase error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks.

You are solely responsible for any transactions, and for all fees that you may incur as a result of your acquisition or sales of digital assets. Although we try to offer lower fees through our Services, we cannot control the timing of every transaction, and you acknowledge that the time of a transaction can affect the value of the asset or the fees associated with a transaction or both.

PayGlide has no control over and is not responsible for any activity conducted by you or other parties (including the NFT Seller and Wallet Operator). You acknowledge and agree that you are solely responsible and liable for your use of any NFT, and all of your related acts or omissions, and that your use of a NFT is subject to such terms of service and applicable law. You agree that PayGlide shall not be a party to or have any responsibility or liability arising out of any disputes between you and the results of owning an NFT, including related to any NFT or any intellectual property rights associated therewith.

PayGlide makes no representations or warranties, express or implied, written or oral, made by or on behalf or in connection with any NFT or NFT Seller or Wallet Operator, including any representations or warranties of title, non-infringement, functionality, merchantability, usage, security suitability or fitness for any particular purpose, workmanship or technical quality of any NFT. PayGlide is not responsible for and does not verify the rights or authenticity of any NFTs provided by NFT Sellers nor any claims made by or on an NFT. You are solely responsible for verifying the rights (including any perks and other utility) and authenticity of any NFT you purchase, including any claims made by or on an NFT, as well as any transfer of rights, rights to sell, interest in copyrights, and other intellectual property rights applicable to any NFT purchased through the Services. You acknowledge and agree that PayGlide is not responsible for delivering any functionality offered or purported to be offered on or through the NFTs you purchase. Any perks or utility related to an NFT are not provided by PayGlide, and you are responsible for verifying any perks or utility related to an NFT.

TO THE FULLEST EXTENT PERMITTED BY LAW, PAYGLIDE DISCLAIMS ALL WARRANTIES AND LIABILITIES WITH RESPECT TO ANY NFT PURCHASED THROUGH THE SERVICES.

Responsibility for Taxes

PayGlide is not responsible for determining applicable withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto (“Taxes”), that apply to NFT transactions.

Any payments with respect to your NFT transactions shall be made without deduction or withholding for any Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

Transaction Limits

Your use of the Services is subject to transaction limits (based on total fiat amount) set by PayGlide. If you have any questions about the limits, please contact PayGlide at daniel@eucleides.com

2. USER WARRANTIES

Without limiting the foregoing, you warrant and agree that your use of the App will not (and will not allow any third party to) :

(a) in any manner:

- involve the sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- involve the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- involve the uploading, posting, transmitting or otherwise making available through the App any content that infringes the intellectual proprietary, privacy or publicity rights of any party;
- involve using the App to violate the legal rights (such as rights of privacy and publicity) of others;
- involve engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
- involve interfering with other users' enjoyment of the App;
- involve exploiting the App for any unauthorized commercial purpose;
- involve modifying, adapting, translating, or reverse engineering any portion of the App;
- involve removing any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it;
- involve reformatting or framing any portion of the App;
- involve displaying any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;
- involve using any spider, site search/retrieval application, or other device to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorized purpose;
- involve accessing or using the App for the purpose of creating a product or service that is competitive with any of our products or services;
- involve abusing, harassing, or threatening another user of the App or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favoritism by our employees or otherwise); or
- involve using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the App or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (each, a "Category A Prohibited Activity"); and/or

(b) in any manner:

- involve creating user accounts by automated means or under false or fraudulent pretenses;
- involve the impersonation of another person (via the use of an email address or otherwise);
- involve using, employing, operating, or creating a computer program to simulate the human behavior of a user ("Bots");
- involve using, employing, or operating Bots or other similar forms of automation to engage in any activity or transaction on the App;
- involve acquiring NFTs through inappropriate or illegal means (including, among other things, using a stolen credit card, or a payment mechanism that you do not have the right to use, or purchasing a

NFT and then attempting to charge the cost back to your payment method while still maintaining ownership or control of the NFT or selling, gifting or trading the NFT to someone else);

- involve the purchasing, selling or facilitating the purchase and sale of any user's account(s) to other users or third parties for cash or cryptocurrency consideration outside of the App; or
- otherwise involve or result in the wrongful seizure or receipt of any impact NFTs or other digital assets (each, a "Category B Prohibited Activity" and, together with Category A Prohibited Activity, the "Prohibited Activities").

3. FEES

PayGlide charges: (i) a processing fee ([3.9]% + [30cents]), which is disclosed to you prior to each transaction; and (ii) a transfer fee (variable depending on the blockchain gas fees), which is disclosed to you prior to each request to transfer the NFT to your wallet

Your financial institution or Wallet Operator may also impose a fee to purchase an NFT. PayGlide is not responsible for any fees charged by a third party. In addition, it is your responsibility to ensure you have sufficient funds in your designated bank account to complete any purchases using the Services. You are responsible for any non-sufficient funds or overdraft fees imposed by third parties.

4. ERRORS AND REFUNDS

Generally, PayGlide does not offer any refunds to users of Services. However, if PayGlide cannot purchase the NFT due to an error in the smart contract, PayGlide will refund the transaction minus the applicable fees.

Other than the foregoing, all transactions for the purchase of NFTs through the Services are permanent and non-reversible. If you believe a transaction was conducted fraudulently, please alert your bank or card issuer, as applicable, and follow their instructions.

Please note that PayGlide does not support transactions that you attempt using either tokens that are not supported by PayGlide, or transactions that use an unsupported chain.

5. THIRD PARTY DELAYS OR ERRORS

PayGlide, is not responsible for any delays or errors in the provision of the Services, including, but not limited to, delays in the purchase of NFTs for you from a third party, including if such delays or errors are caused by you, your service provider (e.g., your bank), your internet connection or internet service provider.

6. NOTICE

Any notice required to be given by PayGlide under this Agreement, or otherwise, may be provided to you by email, a posting on our Services, or other reasonable means. PayGlide may broadcast, distribute or

display notices or messages through the Services or via email to inform you of changes to this Agreement, the Services, the Privacy Policy or other matters of importance. Such broadcasts, distributions or displays of information shall constitute notice to you. Your continued use of the Services subsequent to such notification shall be deemed an acknowledgement and acceptance thereof.

7. DATA USAGE AND PRIVACY

Privacy Policy

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain how we collect, manage, process, and store your personal information.

Document Destruction

The Company may, in its discretion, retain data collected on or through the Services or processed based on such data (collectively, "Data") pursuant to our data retention policies.

8. INTELLECTUAL PROPERTY

The Company reserves all rights in and to the Services and all intellectual property therein and thereto, including the look and feel, trade dress, trademarks, images, content and copy on or available through the Services. "PayGlide" and all associated logos, trademarks or other identifiers displayed within the Services are the sole property of the Company or its licensors. You acknowledge that, as between you and PayGlide, all rights, title and interest, including all copyright, trademark, patent, trade secret and other intellectual property or proprietary rights, related to the Services (including all modifications, improvements, upgrades, and derivative works thereof) belong exclusively to PayGlide.

9. INTERACTIONS WITH THIRD PARTIES

Any website that is accessible via link embedded in the Services that redirects you from the Site or Platform are provided for your convenience only. You acknowledge that such other websites and their content are not within PayGlide's control. All such websites are subject to the terms, conditions, policies, and procedures of the owners of such websites and not this User Agreement. Accordingly, PayGlide hereby expressly disclaims and shall not have any liability or responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on any such websites accessible through links on the Services. We encourage you to read the applicable terms and conditions pertaining to your use of such third party websites to understand your rights and obligations.

You acknowledge and agree that third parties may embed a portion of our Services in their checkout flow, so that you can make NFT purchases using our technology. You agree that we are not responsible for the manner in which our technology is embedded or used by these third parties, and even though they use a portion of our Services, you hereby hold us harmless from and against any and all claims or losses arising from such use.

10. TERMINATION

PayGlide, in its sole discretion, may suspend or terminate your access to or use of the Services, for any reason, including, without limitation, if we receive a subpoena, court order or other binding order from a government authority requiring us to do so or if we believe you have violated the terms of this User Agreement, in letter or in spirit. PayGlide may also, in its sole discretion, discontinue providing the Services, or any part thereof, with or without notice.

All provisions of this Agreement which, according to their terms or their nature, should survive termination, including, without limitation, provisions with respect to limitation or liability and disclaimer of warranties, shall survive.

11. SERVICES CHANGES AND SUSPENSIONS

We reserve the right to withdraw or amend the Services in our sole discretion without notice. Additionally, the Services may, as applicable, be delayed, restricted, forfeited, or ultimately unavailable due to certain laws and regulations governing our Services as well as certain circumstances and conditions associated with your use of the Services. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to Users.

12. USER CONTRIBUTIONS

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”).

All User Contributions must comply with the Content Standards set out in this User Agreement.

Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with this User Agreement.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the User Agreement, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company or its affiliates.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this User Agreement.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM AND AGAINST ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this User Agreement and our Privacy Policy.
- Be likely to deceive any person.

- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our Copyright Policy below for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

13. THIRD PARTY CONTENT

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

14. COPYRIGHT POLICY

The Company will respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify the Company’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit the Company to contact you, such as your address, telephone number, and, e-mail address;

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Qutrics Carbon Limited

Address: 71-75 SHELTON STREET COVENT GARDEN LONDON WC2H 9JQ

Email: daniel@eucleides.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with the Company's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. the Company may also at its sole discretion limit access to the Service and/or terminate the User accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the terms of this User Agreement or your use of the Services, including, but not limited to, your User Contributions, any use of any content, services, and products other than as expressly authorized in this User Agreement or your use of any information obtained from the Services.

16. WARRANTY DISCLAIMER

USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE,' WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, THE COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION,

UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICES.

FURTHER, THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE.

SOME LAWS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE OR (B) ANY AMOUNTS IN EXCESS OF .THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE

STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (SUCH AS THE LAWS OF THE STATE OF NEW JERSEY).

18. DISPUTE RESOLUTION

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

Any dispute, claim or controversy arising out of or in connection with these Terms, with regards to the interpretation, performance or non-performance, validity, enforceability or breach of these Terms, PayGlide and the person in concern shall endeavor to resolve such dispute, claim or controversy through amicable means. In the event the dispute, claim or controversy has not been resolved amicably by the concerned parties within twenty (20) days (or such longer period as the parties may mutually agree in writing) as of the notification of such dispute, claim or controversy by one of the parties to the other party in concern, the same shall be finally settled by arbitration in accordance with the provisions below.

All disputes arising out of or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”), and:

- (a) The arbitration shall be conducted by three (3) arbitrators appointed in accordance with the said ICC Rules – provided that each of PayGlide and the person in interest shall each appoint one (1) arbitrator and such elected arbitrators shall thereafter appoint the third arbitrator;
- (b) The venue of arbitration shall be London, England;
- (c) The proceedings of the arbitration shall be conducted in English language;
- (d) The applicable law shall be the laws of England; and
- (e) The award shall be final and binding on the parties in concern and, so far as applicable law permits, not subject to appeal and shall be the sole and exclusive remedy between the parties regarding any dispute.

Notwithstanding the foregoing, PayGlide is entitled to seek injunctive relief or interim or conservatory measures from any court of competent jurisdiction.

You have the right to opt-out and not be bound by the arbitration and waiver of class provisions set forth in this User Agreement by sending written notice of your decision to opt-out to daniel@eucleides.com. The notice must be sent to the Company within thirty (30) days of your registering to use the Services or agreeing to this User Agreement (or if this Section 18 is amended hereafter, within 30 days of such amendment being effective), otherwise you shall be bound to arbitrate disputes in accordance with this User Agreement, and the notice must specify your name and mailing address. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

Notwithstanding anything in this User Agreement to the contrary, You may instead assert your Claim in “small claims” court, but only if your Claim qualifies, your Claim remains only in such court, and your Claim remains on an individual, non-representative and non-class basis. Further, you and the Company will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, or if the Claim relates to intellectual property infringement or misappropriation.

19. GENERAL TERMS

No Waivers

Our failure or delay to exercise or enforce any right or provision of these Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. The waiver of any right or provision of these Terms will be effective only if in writing and signed for and on behalf of us by a duly authorized representative.

If any provision of this User Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the User Agreement will continue in full force and effect.

Entire Agreement

This User Agreement constitutes the sole and entire agreement between you and Qutrics Carbon Limited regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Assignment

We may assign our rights and obligations under this User Agreement. This User Agreement will inure to the benefit of our successors, assigns and licensees.

Governing Law

All matters arising out of or relating to these Terms will be governed by and construed in accordance with the laws of England (United Kingdom).

Injunctive Relief

You agree that a breach of this User Agreement will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

How to Contact Us

You may contact us regarding the Services or this User Agreement by email at daniel@eucleides.com