

Terms of Service

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We are frequently modifying, updating, expanding, and improving the Products. We have the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy, and other incorporated terms and policies at any time, in our sole discretion. Nonetheless, we encourage you to check the Site frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to these Terms, then we will post the revised Terms and the revised effective date on the Site. Your continued use of the Products after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at Forkspot.io is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of Forkspot.io, and any other purported modifications or alterations or conflicting terms will be null and void.

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When you register with Forkspot.io, purchase rights to receive tokens pursuant to an Agreement, or engage in any other transaction with Forkspot.io, you also will be subject to these Terms and/or other similar agreements governing your use of our services. If any conflict exists between these Terms and the Agreement or the Confidential Private Placement Memorandum related to the Agreement (“**PPM**”), then the provisions of the Agreement and/or PPM will control.

Electronic Communications

Visiting or using the Products or sending emails to Forkspot.io constitute electronic communications. By visiting the Site, using the Products, or sending emails to Forkspot.io, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the Products, satisfy any legal requirement that such communications be in writing.

Your Account

If you use then Site, then you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Forkspot.io is not responsible for third party access to your account that results from theft or misappropriation of your account. Forkspot.io and its associates have the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Products. We will not be liable for any loss or damage arising from your failure to comply herewith.

Forkspot.io does not knowingly collect, either online or offline, personal information from persons under the age of thirteen (13). If you are under the age of thirteen (13), you may not use the Products under any circumstances. If you are under the age of eighteen (18), then you may not enter into an Agreement.

You acknowledge that we may establish general practices and limits concerning use of the Products, including, without limitation, the maximum period of time that data or other content will be retained by the Products and the maximum storage space that will be allotted on Forkspot.io on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Products. You acknowledge that we have the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we have the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

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The Products may but need not contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload any content that infringes any intellectual property or other proprietary rights of any party; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of any electronics; upload any content that creates or poses a privacy or security risk to any person; upload any content that constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; upload any content that is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; interfere with or disrupt the Products or Forkspot.io or networks connected to the Products, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of thirteen (13); further or promote any criminal activity or enterprise or provide instructional information about illegal activities; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including email addresses, without their consent; violate any applicable laws or regulations.

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