

## Fem3.Space Terms of Use



**Last revised: 01.04.2023**

### 1. **Welcome to Fem3.Space!**

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF OUR SERVICES.

These Terms of Use is entered into between you (hereinafter referred to as "you" or "your"), and on the other side, **Fem3.Space** (hereinafter referred to as "us" or "we").

By using (in any possible way) our Services, you fully agree that you have read, understood, and accepted all the terms and conditions stipulated in these Terms of Use (hereinafter referred to as "**Terms**").

When you decide to access, test or use specific features described or pre-available on the Platform, you may be subject to specific additional terms and conditions that will be available in the corresponding section (if applicable).

Accessing and using in any way our Services available on the Platform you fully acknowledge to be bounded by these Terms and shall form a legal agreement and create a binding contract between you and **Fem3.Space**.

By accepting these Terms you understand that they apply exclusively to the Services offered through the Platform and not to the activity of Fem3.Space itself.

### 2. **Who we are and how to contact us**

Fem3.Space is an association that have a vision to create a Web3 community that promotes diversity, equity and innovation, where all voices are heard and valued.

Diverse teams, with their unique perspectives and experiences, can generate the best products and services that meet the evolving needs of the global community.

The community promotes and supports women in the community to ensure that their voices are represented and their contributions are recognized.

The project is also committed to encouraging and inspiring the next generation of women in technology by providing visible role models. Fem3.space paves the way for more women to join the industry and make their mark.

Please note that, as of now, our Platform is considered just beta technical infrastructure and must be seen only as an online beta tool for using our Services. We offer no guarantee or assurance of the function ability of the Platform and/or its Services.

Thus, Fem3.Space does not commit and shall not be liable for any failure to support, display or offer any of the features available within the Platform, especially but not limited to the situation in which a damage is caused by the action of a third party.

To contact us, please email at [contact@fem3.space](mailto:contact@fem3.space)

### 3. **Definitions (a-z)**

**"Applicable Law"**

means any law, statute, regulation, code, ordinance, norm, court decision, order, decree of Romania or any other normative or administrative act in Romania or any other decision enacted by

or requirement or recommendation issued by a public authority or any interpretation or application of the above by a public authority, provided that any of the above has a binding effect by itself.

**“Authority”**

means any statutory governmental, judicial, or other authority or any of them or any of their authorized representative;

**“Cases of force majeure”**

represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;

**“Platform”**

means the technical infrastructure operated by Fem3.Space available at <https://fem3.space/>.

**“Services”**

any utilities or functionalities of the Platform.

**4. General Provisions**

WE DO NOT OFFER ANY INVESTMENT OR FINANCIAL ADVICE. ANY REFERENCE TO INVESTMENTS DISPLAYED ON THE PLATFORM ARE MENTIONED ONLY FOR INFORMATIVE PURPOSES.

We do not provide investment or consulting advice of any kind and is not responsible for the use or interpretation of information available on the Platform (regardless the uploader) or provided throughout other relevant means of communication.

All Services are available only to persons who are at least 18 years of age or are otherwise considered as having full civil capacity of their rights according to the applicable national regulations.

**5. The Platform’s functionality**

Sometimes it will be necessary, and we may need to suspend or withdraw the Platform or the ecosystem for an undefined period of time.

We do not guarantee that the Platform, as well as any content thereof, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, if possible.

To avoid any misunderstanding, by using our Platform and Services you acknowledge that there may be situations in which you will be unable to use them, including to take any action in connection to our Services.

You are also responsible for ensuring that all persons who access our Platform through your device or internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them.

**6. Prohibition of Use and Commitments**

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use any of the Services. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you are interacting with our Services.

By accessing and using Fem3.Space Services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (the Office of

Foreign Assets Control of the U.S. Department of the Treasury), or the denied persons or entity list of the U.S. Department of Commerce.

We have the right to choose the markets and jurisdictions wherever it finds appropriate to conduct the business, and may restrict or refuse, in its discretion, the provision of Services in certain countries or regions.

## **7. Technical Partners and Providers and Third Parties**

Services may occasionally be accessed through separate third-party websites or platforms, in which case those Platform's own policies, limitations, and terms & conditions will fully apply to those services.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we are not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

Henceforth, under no circumstances should we be considered liable or a party to any business relationship/Agreement concluded between any person and the third-party providing services in connection with the Services, even those services promoted or displayed on the Platform.

## **8. Intellectual Property Rights**

Subject to the fulfillment of the foregoing Terms, Fem3.Space grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access and use Fem3.Space Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use the Services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function, and access rights regarding the Services should be stipulated in the discretion of Fem3.Space. Fem3.Space reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using our Services in any way not expressly authorized by these Terms.

To avoid any misunderstanding:

- these Terms only grant a limited license to access and use Fem3.Space Services. Therefore, you hereby agree that when you use our Services, we do not transfer our Services or the ownership or intellectual property rights of any intellectual property to you or anyone else.
- the content published, all the text, graphics, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the Services or provided as a part of our Services, are exclusively owned, controlled and/or licensed by Fem3.Space or its members, parent companies, licensors or affiliates.

Fem3.Space owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

## **9. Do not rely on information on our site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content published on the Platform.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on the Platform is accurate, complete, or up to date.

Under no circumstances, should Ads, articles, or any other advertisement available on the Platform be construed as a Platform's mandatory bid (business offer).

All information available on the Platform should be interpreted as a commercial presentation.

Please note that different rules and policies may be applicable for each feature or even for the same feature if it is provided by different third parties.

## **10. Campaigns**

We may propose or accept to organize different Campaigns for different purposes, such as marketing Campaigns (Giveaways, Airdrops, Bounty) or economic Campaigns for supporting the integrity of the ecosystem's economy.

Campaigns may be directly organized through the Platform, where those Terms and other specific Policies will be applicable, or through third party's services, where the Campaigns will be fully governed by their terms & conditions.

We are not responsible to any advertising campaigns which is not directly and fully conducted by us, even if those advertising campaigns are displayed on the Platform or can be accessed through external links/hyperlinks available in the Platform.

## **11. Verifications**

To comply with all applicable regulations, in some cases, Fem3.Space may need to verify your identity for using specific Services.

In order to comply with the mandatory law provisions, Fem3.Space may require from you to prove your identity by providing the personal information or documents such as, but not limited to national ID, passport, driving license, live video, proof of funds, proof of residence (utility bill) and so on.

For example, that information is mandatory in order to verify your identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes.

When applicable, all personal data will be collected, used, and shared in accordance with the Privacy Policy displayed in the corresponding section of the Platform.

Pursuant to the provisions of our terms of service, we reserve the right to deny access to the Services, in the event of non-compliance with our identification verifications and source of funds verification protocols. Furthermore, in the event that such non-compliance is discovered during the course of our due diligence procedures, we reserve the right to temporarily suspend access to the Services, until such time as the requisite information is provided and has been deemed sufficient to satisfy our know-your-customer and anti-money laundering compliance requirements.

If there are any grounds for believing that any of the information you provided is incorrect, false, outdated, or incomplete, we will send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of the Services we provide for you, including the services provided within the Platform. If we are unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to us during your use of its services.

## **12. Restrictions**

During the use of our Services, you firmly assert that at any point you:

- fully comply with the requirements of Applicable Laws and regulations, as well as these Terms;
- do not violate other person's rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other person from using the Services;
- not try to identify any vulnerability of the Platform/Services (including the third party integrated), or violate any security or authentication measures.

You expressly empowered us to perform any action to identify and investigate any violation of these Terms and/or of the Platform's Terms & Conditions, unilaterally determine whether you have violated any provisions and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information, you published that are found to be violations.

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms and Conditions, or may direct, or indirect violate its provisions;
- is related to illegal activities or with the purpose of causing harm to another person, regardless the way in which this purpose is done or achieved.

### **13. Indemnification**

You agree to indemnify and hold harmless us, our affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with the Services, (ii) your breach of these Terms, or (iii) your violation of any applicable laws, regulation, or rights of any third party during your use of the Services.

In such cases, we will have the right, in our sole discretion, to control any actions or proceedings and to determine whether we wish to settle, and if so, on what terms.

### **14. Warranty and Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE THE SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE". YOUR USE OF THE SERVICES, INCLUDING OUR CONTENT WITHIN THE SERVICES (and excluding the content posted by users), IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE SERVICES OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES' RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE SERVICES, THE CONTENT AVAILABLE ON THE PLATFORM OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY.

SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

## **15. Liability**

To the fullest extent permitted by Applicable Law, you agree and understand that we will not be liable for: any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these Terms or your use of the Services.

We and our affiliated entities shall not be held liable for any loss of profits, revenues, business opportunities, diminution in value or any other losses (collectively "**Losses**") arising from or in connection with these Terms or your use of or access to the Services, including, but not limited to:

- (i) downloading or sharing of information, including personal information, during the use of our Services;
- (ii) services provided by third parties in connection with the Services;
- (iii) your dealings with or participation in promotional campaigns of third - parties found while using our Services.

We will not be liable for damages caused by others, the wrongful or unlawful actions of third parties, or an act of God. The limitations and exclusions in these terms will apply whether or not we have been advised of or should have been aware of the possibility of any losses arising.

To the fullest extent permitted by law and except as otherwise stated in these Terms, we are not liable in connection with any disputes that arise out of or relate to the herein.

## **16. There are other terms that may apply to you**

We do not charge you to access the Platform. Instead, businesses and organizations may pay us to show you ads for their products and services. By using our Platform, you agree that we can show you ads that we think will be relevant to you and your interests.

We do not sell your personal data to advertisers, and we do not share information that directly identifies you with advertisers unless you give us specific permission.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

## **17. We may make changes our Terms**

We might change, add or remove parts of these Terms at any time and in our sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the terms on our Platform and modifying the [Last revised] date displayed on this page.

All modifications or changes to these terms will become effective upon publication on the Platform or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Services following the changes to the Terms, you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate to do directly contact us.

**18. We may transfer this agreement to someone else**

The transfer of rights and obligations arising from these Terms and / or the use of the Platform is subject to our prior written consent.

You expressly agree that we may unilaterally transfer all rights and obligations that may be stemming from these Terms without your consent.

**19. How to complain**

If you wish to complain about content uploaded by other users, please contact us on [contact@fem3.space](mailto:contact@fem3.space).

**20. Security**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the regulation which governs the Platform's activity. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

**21. Which country's laws apply to any disputes?**

To the maximum extent permitted by the Applicable Law, any invalid or unenforceable term or provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions thereof or the validity or enforceability of the offending term or provision in any other situation. To the maximum extent permitted by the Applicable Law, you and us, acting in good-faith, shall attest the nullity or unenforceability of the respective term or provision and shall replace it by a valid or enforceable term or provision which most accurately reflects the economic and legal purpose of the invalid or unenforceable term or provision.