

Website Terms and Conditions

The website located at <https://soken.io/> (the “**Site**”) is a copyrighted work belonging to Soken LLC, hereinafter also called as (“**Company**”, “**us**”, “**our**”, and “**we**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features, or will be delivered by direct contact, as the team may deem appropriate. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS AND CONDITIONS (“**TERMS**”) SET FORTH THE LEGALLY BINDING AGREEMENT THAT GOVERN YOUR USE OF OUR SERVICES. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

DEFINITIONS AND INTERPRETATION

In these terms and conditions, the following definitions apply unless otherwise stated:

‘Business Day’ means a day (other than a Saturday, Sunday or public holiday) when the banks in the Canada are open for business.

‘Contract’ means the contract between the Company and the Client for the supply of the Products and Services governed by these Terms and the Order.

‘Client’ means you, the business entity who purchases Products and/or Services from the Company and whose details are set out in the Order.

‘Force Majeure Event’ means an event beyond the reasonable control of either party, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order,

rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

'Company' means Soken LLC a company incorporated in Canada, with registered office at 32 Britain Street, Toronto, ON, Canada, trading as Soken.

'Order' means the order placed by the Client either for Products or for Services.

'Quotation' means the written quotation prepared by the Company which contains its proposals for providing Products and Services to the Clients.

'Products' means the set of documentation that the Company is able to sell to the Client as specified in the Order.

'Services' means the crypto related services that the Company is able to provide to the Client as specified in the Order.

Where these Terms use words in their singular form, they shall also be read to include the plural form of the word and vice versa. Where these Conditions use words which denote a particular gender, they shall be also read to include all genders and vice versa.

The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms.

OVERVIEW

The Site <https://soken.io/> is managed by **Soken LLC**. The Site is a product and service-based blockchain related platform with the goal of fostering trust within the blockchain ecosystem, allowing this developing technology to achieve its full potential among existing enterprises, governments, and blockchain startups.

Any new features or services which will be added to the current Site shall also be subject to these Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

Authority and Capacity

The parties and their legal representatives guarantee that they have the authority and capacity to enter into this agreement.

Enforceability

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

General Disclaimer

To the maximum extent permitted by applicable law, nothing in this document will:

- limit or exclude your liability or misinterpretation of the information presented on the Site;
- limit any of your liabilities in any way that is not permitted under applicable law;

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer:

- a. are subject to the preceding paragraph;
- b. will govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer.

PURPOSE

The range of Products and Services are provided by Soken based on a Quotation that is accepted by the Client. The Quotation comprises all of the Client's requirements, as agreed by the parties.

Soken will accept no responsibility whatsoever for any damage resulting from inaccessibility to website services or from damage caused by corrupt files, viruses,

omissions, errors, service interruptions, unauthorized access, data alteration, content deletion, failure and/or malfunction of the Client's electronic equipment, problems with the network, with providers or telephone and/or data transmission connections.

ACCESS TO THE SITE

License

The access to and use of <https://soken.io/>, including viewing web pages, communication with us, downloading products and services information and making purchases are carried out by our Client exclusively for personal and commercial purposes. The Client will be the only liable entity for their use of our website, we will not be considered liable for any use of the website and its contents that are not compliant with the laws and regulations in force in any given territory.

ACQUISITIONS

The Client has the possibility to inquire and buy certain products and services listed on our Site, buy using the appropriate procedures and tutorials as instructed in the applicable Site section.

Transacting as a buyer

The Client will be inquiring about the required services and will be contacted by a Soken within 24 hours with either a questionnaire, for a better understanding of the requirements, or with a Quotation.

Unless otherwise expressly stated, all prices shall be in US Dollars and shall be exclusive of VAT and other duties. In the event that duties are introduced or changed after the conclusion of an Order, the Company shall be entitled to adjust the agreed prices accordingly.

The Client acknowledges that certain Services may involve the licensing of third-party Intellectual Property Rights and that the Client is required to automatically enter into a license directly with such third party.

Currency conversion costs

As all payments are being made in either US Dollars, or in USDT. The Client is responsible for all costs of currency conversion relating to the transaction. The financial institution used by the Client for FIAT transactions does the currency

conversion and may charge the Client additional fees (we don't control either the conversion rates or your financial institution's fees).

This means that, for FIAT payments, the Client may incur additional costs when purchasing from us, which we have no control over.

Terms of acquisition

When you buy Product, you're doing so on the following terms:

- a. you warrant to us and the author that you have carefully considered the suitability of your chosen Product or Service, and that you have chosen appropriately;
- b. you cannot cancel a completed purchase of a Product or a Service;
- c. once you buy a Product and/or a Service, and the item has been paid for, you acquire a non- exclusive license to use the Product or Service;
- d. you do not retain ownership and copyrights of certain Products;

REIMBURSEMENT POLICY

You will not be reimbursed for any payment made for a Service, if it has already been invoiced and charged, and you decide to cancel the relationship with us. The same rules apply to our Products.

RESTRICTIONS

The rights granted to you in these Terms are subject to the following restrictions:

(a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive Site, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

NO SUPPORT OR MAINTENANCE

You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the Client hereby acknowledge and agree that the Company, and its suppliers, own the intellectual property rights for all materials and services, including, but without limitation to, copyrights, patents, trademarks, and trade secrets, works, images, pictures, dialogues, music, sounds, videos, documents, drawings, figures, logos and any other material published on the Site, including menus, web pages, graphics, colors, schemes, tools, the website's fonts and design, diagrams, layouts, methods, processes, functions and software which are part of the Site, and are protected by copyright and by all other intellectual property rights of Soken. The Client's possession, access, and use of our Services do not transfer to the Client, or to any third party, any rights, title, or interest in or to such intellectual property rights. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

Clients must not, without prior written consent from Global Talent List:

- Republish material from <https://soken.io/>
- Sell, rent or sub-license material from <https://soken.io/>
- Reproduce, duplicate or copy material from <https://soken.io/>
- Redistribute content from <https://soken.io/>

THIRD-PARTY LINKS & ADS; OTHER USERS

Third-Party Links & Ads

The Site may contain links to third-party Sites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review,

approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

RELEASE

You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

DISCLAIMER

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL

SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TERM AND TERMINATION

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of

these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. The Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account.

ELECTRONIC COMMUNICATIONS

The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

ENTIRE TERMS

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

INDEMNIFICATION

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand

made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

FORCE MAJEURE

The Company shall not be liable for any delay or failure in performance due to Force Majeure, which shall mean acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, flood, insurrection, sabotage, embargo, epidemics, pandemics acts or omissions of vendors or suppliers, transportation difficulties, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed. The Company is not responsible for server downtime under any circumstances.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or

written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Canada.

COPYRIGHT

Copyright © 2021 Soken. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

COPYRIGHT NOTICE

The Company respects the intellectual property rights of others and expects the Customers of its services to do the same. If you believe that any content appearing in the Product has been copied in a way that constitutes copyright infringement, please forward the following information to the Company.

To file a copyright infringement notice, you will need to send a written communication that includes the following to the address listed below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

- A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.