

# TERMS OF SERVICE

***This document acts as an agreed upon Terms of Service ("Terms", "Terms of Service") between you (User or you) and Oculta.***

You accept these Terms when you purchase Tokens (Tokens) or use Oculta services or any other features, technologies or functionalities offered by Oculta, or assigns on the Oculta website at <https://oculta.network> (Site) or through any other means (collectively, "Services"). The terms "us", "we" or "our" refer to Oculta.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the Last updated field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site or Services.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

## **1. Qualifications of User in Order to Use the Site**

The User represents and warrants that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by Oculta (according to the laws of any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

## **2. Illegal and Prohibited Use**

You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity. You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the Platforms underlying code or technical mechanisms; cause damage to the Site or Oculta through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

### **3. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain**

Use of the Internet may not be secure. You agree that Oculca is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While Oculca will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered confidential or will its disclosure to a third party, accidental or otherwise, cause liability against Oculca, even if it occurs as a result of our negligence. Oculca takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If Oculca believes its Site or any Tokens located on the Site has been compromised or is under attack, Oculca reserves the right to immediately stop all Services provided through the Site. If it is determined that such an attack caused an associated Token to rapidly lose value or otherwise cause or threaten to cause damage to the Site, or other users, Oculca may immediately discontinue all activity regarding to such Token entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an attacked Token will be determined on a case-by-case basis. Oculca makes no representation and does not warrant the safety of the Site and is not liable for any lost value or stolen property, regardless of whether Oculca was negligent in providing appropriate security.

### **4. Oculca Does Not Provide Legal, Financial or Other Professional Advice**

In no way should our providing of Services be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against Oculca. In using the Site, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient Oculca and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or our Services and assume no fiduciary duties to you. You represent and warrant that you understand that any recommendations or commentary made by Oculca or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

### **5. License**

We grant you a limited, nonexclusive, nontransferable license (License) to access and use our Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by Oculca and our licensors, including that to any content or functionality as presented on the Site or Services. Oculca, Oculca.network, all logos related to Services or displayed on the Site are trademarks or registered marks of Oculca or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of Oculca.

### **6. Integration**

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and Oculta, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to Oculta.