

## NUBIO PAYMENTS INC.: Terms of Use

Last updated: July 1, 2024

### **Introduction**

The terms and conditions outlined below ("Terms of Use") apply to your access and use of the website <https://nubio.io/> and any associated pages, products, software, API keys, features, content, or application services ("Website") provided by NUBIO PAYMENTS INC., its licensors, or affiliates ("NUBIO", "We", "Our", or "Us").

"Content" in these Terms of Use refers to any trademarks, service marks, trade names, and other content such as images, graphics, photos, animations, videos, music, audio, and text available on the Website.

Any individual or entity ("User", "You", "Your") accessing or using the Website (even without using the services provided on the Website ("Service")) is presumed to have read and unconditionally accepted these Terms of Use (which include the Privacy Policy available on the Website and form an integral part of these Terms of Use). These Terms of Use do not modify any other written agreement you may have with NUBIO for other products or services.

You irrevocably agree that for certain Services provided by NUBIO, you will be bound by additional terms and conditions provided by Us, and these specific terms will take precedence for those particular services.

By accessing or using the Website, you confirm that you have read, understood, and agree to be bound by these Terms of Use in all respects; this agreement will be considered legally enforceable as a signed written contract. If you do not agree with any part of these terms, you must not use the Website.

Please read these terms carefully before agreeing to them. You can accept the Terms of Use by:

- Opting in to accept or agree to the Terms of Use when this option is provided by NUBIO on the Website or User interface for a particular Service; or
- Accessing, testing, or actually using the Services. By doing so, you understand and agree that NUBIO will treat your use of the Services as acceptance of the Terms of Use from that point onwards.

For the purposes of these Terms of Use, "User" and "You" refer to any individual or entity agreeing to these Terms of Use on their own behalf or on behalf of a legal entity, in which case you represent that you are authorized to accept these Terms of Use on behalf of that entity, which agrees to be responsible to Us if you or the entity violates these Terms of Use.

If any part of these Terms of Use becomes invalid or unenforceable, the remaining provisions will remain in effect.

### **Amendments of the Terms of Use**

We reserve the right to amend these Terms of Use at any time without notice, but we will use reasonable efforts to publish new amendments before they take effect. We will only amend these Terms if they are no longer appropriate or incomplete and only if the changes are reasonable. The latest, fully amended version will be published on the Website. You are responsible for

regularly reviewing the Website to receive timely notice of such amendments. If you continue to use the Website after amendments take effect, you will be deemed to have accepted the amended version without objection.

### **Eligibility and Restrictions on Website Use**

The Website is intended for your personal use. You may use the Website only for lawful purposes and not for anyone under the legal age of majority or for any unlawful purposes. By using the Website, you represent that you are of legal age or have not been previously suspended or blocked on the Website. We reserve the right to refuse any request to purchase services offered on the Website at our discretion.

### **User Responsibilities**

In using the Website, Content, and Service, you agree to:

- Provide accurate, current, and complete information and allow NUBIO to correct it if known to be incorrect or incomplete.
- Maintain and promptly update your information.
- Ensure the security of your access to Services and the information provided to NUBIO.
- Notify NUBIO promptly if you discover or suspect any security breaches related to the Website, Content, and Service.

You may not harvest, collect, store, or use information about users of the Website or any content posted on the Website. You also may not publish or transmit any content that is defamatory, unlawful, harassing, abusive, obscene, threatening, hateful, sexist, racist, violates privacy rights, any laws, constitutes spam, or inappropriate network conduct.

We may suspend, restrict, or terminate your use of the Website at any time without notice if your use impairs the Website's operation, if we receive a third-party complaint about your use, if you breach these Terms of Use, or if required for legal reasons.

### **Proprietary Rights and License**

The Services, Content, and all other materials, including NUBIO's logo, patents, designs, text, graphics, pictures, data, software, sound files, trade secrets, domain names, URLs, and their arrangement, are owned by NUBIO ("Proprietary Rights") and protected by international copyright laws.

By accessing and using the Website and Services, you obtain no rights or interest in the Proprietary Rights other than those expressly granted by Us. We grant you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Website. Without NUBIO's permission, you may not reproduce, adapt, distribute, modify, decompile, or publicly display any of the Content or any part of the Website.

### **Links to Third-Party Websites**

Where the Website contains links to third-party websites and services, your access to and use of these sites and services are at your own risk. You are responsible for any loss or damage resulting from such access or use. Your use of these websites and services is subject to the terms applicable to each.

### **Disclaimers and Assumption of Risk**

Except as expressly stated in these Terms of Use, the Website, Content, and Services are provided "AS IS" and "AS AVAILABLE" without any warranties. NUBIO disclaims all express, implied, and statutory warranties, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, completeness, non-infringement, non-interference, error-free service, and uninterrupted service. NUBIO does not guarantee that the Website, Content, and Services will be accurate, current, uninterrupted, error-free, omission-free, or free from viruses or harmful components.

### **Limitation of Liability**

To the fullest extent permitted by law, NUBIO disclaims all liability for any direct, indirect, incidental, special, consequential, or punitive damages, including lost profits, revenue, goodwill, work stoppage, security breaches, viruses, computer failure, use, data loss, or other intangible losses arising under or in connection with these Terms of Use and the Website, even if advised of the possibility of such damages.

NUBIO is not responsible for errors or omissions on the Website, any information available through the Website, decisions made or actions taken based on the Website or information from the Website, or any loss or damage arising from your use of the Website or any materials obtained from it. The maximum aggregate liability of NUBIO is limited to the amount paid by you for the product or services directly causing such liability.

### **Indemnification**

You are responsible for ensuring that your use of the Website and Content, and purchase of Services, comply with applicable laws, rules, and regulations. You agree to indemnify, defend, and hold Us and Our agents, affiliates, contractors, and suppliers harmless from any losses, costs, expenses, claims, demands, liabilities, and damages arising from or in connection with your use of the Website and/or Service, breach of these Terms of Use, or violation of any applicable laws.

### **Assignment**

You may not assign these Terms of Use without our prior written consent. These Terms will benefit and bind you and Us and our respective personal and legal representatives, successors, and permitted assigns.

### **Applicable Law**

These Terms of Use and all related disputes are governed by Canadian law. You agree that the courts of Canada have exclusive jurisdiction to settle any dispute arising out of or related to these Terms of Use or the Services.

### **Contact Us**

If you have any questions about these Terms of Use or NUBIO Services, please contact us at:

NUBIO PAYMENTS INC.

Incorporation number: BC1373974

MSB registration number: M23813177

Main office or location of MSB: #202 - 346 LAWRENCE AVE, OFFICE K, KELOWNA BC V1Y 6L4, CANADA

Telephone number: +37125979581

E-mail: [info@nubio.io](mailto:info@nubio.io)