

# KOICONNECT LTD: Terms of Use

Last updated: March 27, 2025

## I. Introduction

### Welcome to KOICONNECT LTD!

These Terms of Use ("Terms") constitute a legally binding agreement between you (the "User," "you," or "your") and KOICONNECT LTD, a company duly incorporated and operating under the laws of Cyprus, including its affiliates, subsidiaries, licensors, and service providers (collectively referred to as "Company," "we," "our," or "us"). These Terms govern your access to and use of the website located at <https://koinsky.com> (the "Website"), as well as any related web pages, applications, software, API keys, services, features, content, or products provided by Company.

For the purposes of these Terms, "Content" refers to all intellectual property and proprietary materials, including but not limited to trademarks, service marks, trade names, logos, images, graphics, photographs, animations, videos, music, audio, text, software, and other materials available on or through the Website.

By accessing or using the Website, you acknowledge that you have read, understood, and agreed to these Terms, as well as our Privacy Policy and Cookie Policy, which are available in the Website. If you do not agree to these Terms, you must immediately discontinue using the Website.

These Terms do not amend or override any separate agreements you may have entered into with Company regarding specific products, services, or other engagements.

## II. Amendments to the Terms of Use

Company reserves the right to amend, modify, update, or replace these Terms at its sole discretion and at any time, with or without prior notice. We will make reasonable efforts to publish changes before they take effect. The most current version of the Terms will always be available on the Website. Continued use of the Website following any amendments constitutes your acceptance of the updated Terms.

## III. Eligibility, Access, and Restrictions

The Website and its services are intended solely for personal, non-commercial use. You must be of legal age in your jurisdiction to access and use the Website. By using the Website, you represent and warrant that you are legally competent and authorized to enter into these Terms.

By using the Website, you agree to:

- (a) Provide accurate, current, and complete information as required;
- (b) Update such information promptly when changes occur;

- (c) Maintain the confidentiality of your login credentials;
- (d) Notify us immediately of any unauthorized access or security breach involving your account.

Prohibited activities include, but are not limited to:

- (i) Collecting or storing personal data of other users without their consent;
- (ii) Posting, transmitting, or distributing unlawful, defamatory, obscene, abusive, threatening, or otherwise objectionable material;
- (iii) Violating applicable laws, regulations, or third-party rights, including intellectual property rights;
- (iv) Engaging in fraudulent activities, unauthorized data mining, or deploying malicious software;
- (v) Attempting to gain unauthorized access to the Website or its systems.

We reserve the right to restrict, suspend, or terminate your access to the Website at any time, without notice, if you violate these Terms or engage in activities detrimental to the Website's integrity, security, or functionality.

#### **IV. Proprietary Rights and License**

All intellectual property rights in the Website, including but not limited to trademarks, trade names, copyrights, patents, software, text, graphics, images, video, data compilations, domain names, and other proprietary materials is the exclusive property of Company.

Subject to compliance with these Terms, Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for personal, non-commercial purposes. This license does not grant you the right to:

- Reproduce, modify, distribute, sell, or publicly display any Website Content without prior written authorization;
- Use the Website or its Content for commercial purposes;
- Reverse-engineer, decompile, or attempt to derive the source code of any Website software or services.

Any unauthorized use of the Website or its Content may result in legal action.

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

The Website may contain links to external websites, services, or resources provided by third parties. We does not endorse, control, or assume any responsibility for the availability, accuracy, legality, or security of such third-party websites or services. Your interactions with third-party websites are solely at your own risk and are governed by their respective terms and conditions.

## **VI. Disclaimers and Assumption of Risk**

Other than as expressly set forth in these Terms of Use, the Website, Content, and Services are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. To the fullest extent permitted by applicable law, Company disclaims all express, implied, and statutory warranties relating to the Website, Content, and Services, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, completeness, non-infringement, uninterrupted or error-free operation, or that the Website, Content, or Services will be free from harmful components such as viruses or malware.

Company does not guarantee that access to the Website or Services will be continuous, uninterrupted, or secure, nor does it warrant that any information provided through the Website is accurate, up-to-date, or free from omissions or errors.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for certain types of damages. In such cases, where applicable law prohibits such exclusions or limitations, they shall not apply to you, but only to the extent necessary to comply with such legal requirements..

## **VII. Limitation of Liability**

The Website is provided for informational purposes only, and to the maximum extent permitted by applicable law, Company disclaims all liability for any loss or damage of any kind, howsoever arising, in connection with your use of or inability to use the Website and any materials obtained through it. Nothing in this section shall exclude or limit liability where such exclusion or limitation would be unlawful.

To the fullest extent permitted by applicable law, Company shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, business, goodwill, security breaches, computer malfunctions, viruses, or other commercial losses, even if advised of the possibility of such damages, arising out of or in connection with these Terms of Use and the Website.

We shall not be responsible for any errors, inaccuracies, or omissions in the Website, nor for any information made available through it. Any decisions or actions taken in reliance on the Website or its content shall be at the user's sole risk. We assumes no liability for any loss or damage resulting from such reliance.

The maximum aggregate liability of Company for any claims arising under or in connection with these Terms, whether to you or any third party, and under any legal theory (including negligence), shall be limited to the total amount paid by you for the specific products or services that directly gave rise to such liability, if any.

You are solely responsible for determining whether your access to and use of the Website, Content, and/or Services complies with applicable laws, regulations, and rules. You agree to indemnify, defend, and hold harmless Company, its affiliates, agents, contractors, and suppliers from and against any and all claims, demands, liabilities, losses, costs, expenses, and damages (including reasonable legal fees) that arise as a result of or in connection with: (a) your access to or use of the Website, Content, or Services; (b) any violation by you of these Terms of Use; or (c) any third-party claims arising from your use of the Website, Content, or Services.

## **VIII. Assignment**

We may assign or transfer its rights and obligations under these Terms without prior notice or consent. You may not assign, delegate, or transfer your rights or obligations under these Terms without the express written consent of us.

## **IX. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of Cyprus. Any dispute arising out of or in connection with these Terms shall be exclusively resolved by the competent courts of Cyprus, except where applicable law mandates otherwise.

## **X. Contact Information**

If you have any questions or concerns regarding this Terms, please contact us at:

### **KOICONNECT LTD**

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