

Terms of Service

This Agreement is between you and **Crossnetics Inc.**, a corporation registered in the state of Delaware, USA, with its registered office at 8 The Green STE A, Dover, DE 19901, USA (hereinafter referred to as "**Crossnetics**"), which describes the Terms of Service ("Terms") regarding your access to content, reports, documents, products, and online services (hereinafter "Services"). Please take the time to read this Agreement carefully, as it governs your use of the Site and Services.

1. Consent and Acceptance

All terms of the Agreement, including the Data Processing Agreement, apply to you without modification and together constitute legally binding terms between you and Crossnetics. By using or accessing the Site and/or Services, you understand and agree to comply with these Terms of Service on your own behalf or on behalf of the legal entity you represent. If you are entering into these Terms on behalf of a legal entity, you represent that you have the authority to bind such legal entity and its affiliates to these Terms, in which case the terms "you" or "your" shall refer to such legal entity and its affiliates. If you do not agree, you may not use or access the Sites and Services.

2. Amendments

From time to time, Crossnetics may revise, modify, or otherwise change these Terms without prior notice. You acknowledge and agree that you are responsible for periodically reviewing these Terms of Service for changes. You agree that your use of the Services after the effective date of any such change will constitute your acceptance of the revised, modified, or otherwise changed Terms. If you do not agree to the changes, you must stop using the Services.

3. Your Use of the Services

3.1. Our online platform is designed to search for social media accounts that are publicly available. In particular, the online platform allows you to assess the quality of users' followers and thereby distinguish real followers from those that are generated automatically and in bad faith. After providing the Services, you will be provided with a report (hereinafter the "Report").

3.2. Crossnetics grants you a limited, non-exclusive, non-transferable, personal, and non-assignable permission to use the Site. Accordingly, you agree that you will not reproduce, duplicate, copy, sell, trade, or resell the Services for any purpose. You shall

not conceal, modify, remove, or delete any copyright or other proprietary rights notices contained in the Services. You will not copy, modify, adapt, translate, or otherwise create derivative works of any of the Services obtained from the Site. You warrant that you will not attempt or assist others to attempt to or actually reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software. You agree to comply with all applicable laws and regulations in the field of your use of and access to the Site and Services.

3.3. You will need to successfully register for a personal account ("Personal Account") and obtain permission with a username and login password ("User ID") to use the Services. If you are issued a User ID, you must keep your User ID secure and not transfer your User ID to anyone else, and you must not collect or harvest any personal data of any other Crossnetics user, including account names. Crossnetics reserves the right to disable any Personal Account issued to you at any time at Crossnetics's sole discretion. If Crossnetics disables access to a Personal Account issued to you, you may be prevented from accessing Crossnetics, your account details, or any campaigns associated with your account.

3.4. By registering with Crossnetics, you agree to receive emails, including but not limited to: newsletters, product updates, and opportunities. You will be able to unsubscribe from each mailing list.

3.5. Direct notification of data subjects is not possible (due to the enormous volume of data) and under Art. 14(5)(b) GDPR, Crossnetics is not obliged to notify the Blogger/Influencer directly. There is also a notice on the website and in the privacy policy.

3.6. You deem this reasonable and agree that you will responsibly use, transfer, and process personal data transmitted to you from Crossnetics. From the moment the data is transferred to you, we cannot reasonably assume what your true purpose is. Therefore, we warn you that if the data received from us is used unlawfully or outside the scope of legitimate interests, you will be liable for violating the provisions of the GDPR and any applicable data protection legislation.

3.7. You deem this reasonable and agree that you are responsible for notifying the data subject that you have ordered the processing of their personal data and for obtaining a report from Crossnetics that contains the following data: profile name, avatar, profile description, likes, commenters, comment texts, audience locations, audience connections, and authenticity of followers.

4. Provision of Services

4.1. You understand and agree that Crossnetics may change, terminate, suspend, or otherwise adjust any and all aspects of the Services at any time without prior notice.

4.2. You acknowledge and agree that Crossnetics may disable access to the Services for non-payment or other material breach of the Terms; you may be denied access to your files or other content contained on the Crossnetics Site or Services.

4.3. You acknowledge and agree that you are only allowed to use one account per person.

4.4. Crossnetics may use the collected data for marketing purposes as an advertiser. This report will be identical to the regular report provided to any client. Such reports are governed by the rules and laws applicable to all of Crossnetics's activities.

5. Security

As part of the registration process, you may need to provide certain information, including but not limited to your name, company name, address, phone number, and email address. You agree that any registration information you provide to Crossnetics will always be accurate, correct, and up to date. You are responsible for protecting any tokens, keys, or passwords for the Crossnetics Site and Services from unauthorized access. You will be responsible for any activity that occurs under your tokens, keys, or passwords. You are solely responsible for any and all activity that occurs on or through your tokens, keys, or passwords. You agree to immediately notify Crossnetics of any unauthorized use of your tokens, keys, passwords, or any other security breach. Crossnetics may from time to time access your tokens, keys, passwords to provide you with assistance on technical or payment issues or to maintain or improve the Services.

6. Privacy Policy

6.1. We comply with the General Data Protection Regulation EU 2016/679 (GDPR). Click [CROSS](#) here to learn more.

6.1.1. Our Privacy Policy applies in addition to the terms of this Agreement and will govern our [website](#).

For users in the European Union, we adhere to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation ("GDPR").

For users in the United Kingdom, we adhere to the GDPR as enacted in the Data Protection Act 2018.

For users in the state of California, please refer to section 6.2. For users in the states of Colorado, Connecticut, Utah, Virginia, and other states, we adhere to local and federal regulations as described in this Privacy Policy.

6.2. California Consumer Privacy Act Privacy Notice

This Privacy Notice supplements the Privacy Policy and applies solely to California consumers who visit our website. Any terms defined in the California Consumer Privacy Act of 2018 ("CCPA") have the same meaning when used in this Privacy Notice.

Information We Collect We have collected the above-mentioned categories of personal information about consumers in the last twelve (12) months.

Sources of Information We collect the categories of personal information listed above from the following categories of sources:

1. From users, including customers, bloggers, and their followers.

Use of Personal Information We may use or disclose personal information for one or more of the following business purposes:

1. Advertising and related statistics and data analysis.

Sharing Personal Information We have not disclosed consumers' personal information in the last twelve (12) months.

Sale of Personal Information We have not sold consumers' personal information in the last twelve (12) months.

Your Rights and Choices

The CCPA provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how you can exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Crossnetics disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request (see section *"Exercising Your Access and Deletion Rights"*), we will disclose to you:

1. The categories of personal information we collected about you;
2. The categories of sources from which we collected personal information about you;
3. Our business or commercial purpose for collecting or selling personal information;
4. The categories of third parties with whom we share personal information; and

5. The specific pieces of personal information we collected about you (also called a data portability request).

Deletion Rights

You have the right to request that we delete any of your personal information that we collected and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you;
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activity;
3. Debug products to identify and repair errors that impair existing intended functionality;
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.);
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the achievement of such research, if you previously provided informed consent;
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
8. Comply with a legal obligation; or
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Your Access and Deletion Rights

To exercise the access and deletion rights described above, please submit a verifiable consumer request to us at dpo@crossnetics.io.

You may only make a verifiable consumer request for access twice within a 12-month period. The verifiable consumer request must:

1. Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and

2. Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the receipt of the verifiable consumer request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

You have the right not to be discriminated against in pricing and services because you exercise any of your CCPA rights. Unless permitted by the CCPA, we will not use whether you have exercised your CCPA rights to:

1. Deny you goods or services;
2. Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
3. Provide you with a different level or quality of goods or services; or
4. Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to This Privacy Notice

We may change this Privacy Notice from time to time to maintain compliance with the law and reflect any changes in our data collection process. We encourage you to review

this Privacy Notice periodically to ensure you are aware of any changes. If necessary, we may notify you by email of changes to this Privacy Notice.

6.3. Important Information for Data Controllers: You acknowledge that when processing personal data of individuals, you may become a data controller and must comply with the GDPR.

6.4. If you are an individual and process personal data in the course of a purely personal or "household" activity, you may be exempt from the application of the GDPR. If you are unsure whether this exemption applies, please seek legal advice.

6.5. If you are a legal entity, you may become a data controller for the purposes of the GDPR when you process personal data about individuals. This applies whether you obtain personal data through us or through any other third party (e.g., if you manually compile your own database from social media). If the GDPR applies to you, you hereby confirm that you and we ("Parties"):

1. In relation to the Services where each (You and Us) independently determines the purposes and means of the processing of personal data, and neither Party processes personal data on behalf of the other Party,
 - You and We act as **independent controllers**; and The Parties do not jointly determine the purposes and means of processing and do not act as joint controllers; and
 - each Party independently takes all necessary measures to comply with applicable data protection laws;
2. In relation to the Services (e.g., _Campaign Management), where you determine the purposes and essential means of processing personal data (e.g., which and whose personal data to process, how long to store it) and We may determine the technical means of processing personal data (e.g., how to search, collect, store personal data), and We process personal data on your behalf or on your orders and in your interests,
 - You act as **controller**, and
 - We act as **processor**, and
 - each Party takes all necessary measures to comply with applicable data protection laws; and
 - the DATA PROCESSING AGREEMENT applies and enters into force between the Parties.

6.6. If a data subject requests information about a client who has received the data subject's personal data, Crossnetics is obliged to perform and does perform the transfer of all information about you to that data subject.

6.7. If we are a processor, if a data subject sends us their processing requests and a response on behalf of the controller (you, the client), we are obliged under applicable

law and under the Data Processing Agreement to cooperate with the controller (i.e., we may be obliged to process such requests, inform the controller, respond to data subjects). You agree that **we have the right to charge you reasonable processing fees and expenses for such cooperation.**

6.8. If you have transferred a Report obtained using our service to third parties, you are obliged to inform us of the entire chain of persons to whom such Report was transferred within 72 hours of a request from Crossnetics.

6.9. Prohibited Email Actions

1. You may not use the Services to send spam. In particular, you may not use Campaign Management to send spam. Spam exists both in the form of bulk email and individual commercial emails.

Bulk means that the message is sent as part of a larger collection of messages that have substantially similar content. Bulk email is spam when it is unsolicited.

Unsolicited means that the recipient has not consented to such mailing.

Individual commercial emails are spam when the personal data processed for the purpose of sending that email has no legal basis under the GDPR (e.g., data subject consent, legitimate interest), and you do not inform the data subject about his/her processing of personal data and the legal basis for such processing.

You may not use the Services in any way (directly or indirectly) to send, transmit, process, distribute, or deliver: (a) spam; (b) email to an address obtained using harvesting or scraping methods on the Internet; (c) email messages in violation of the law.

2. You may not use any misleading or fictitious names, addresses, email addresses, or subject lines.

Email sent or caused to be sent through or via the Services may not (without limitation): (a) use or contain invalid or forged headers; (b) use or contain invalid or non-existent domain names; (c) employ any technique to distort, hide, or conceal any information in identifying the point of origin or the transmission path; (d) use other means of deceptive addressing; (e) use a third party's domain name.

6.10. Warranties and Indemnification

6.10.1 In relation to the Services where You are the controller and We are the processor (e.g., *Campaign Management*) or where You are the data-transmitting controller ("**data-transmitter**"), and We are the data-receiving controller ("**data-receiver**"):

(1) The Controller / Data Transmitter warrants that all content, including all personal data transmitted or otherwise provided by the Controller to the Processor / Data Receiver, (a) does not violate laws and does not infringe or violate anyone's rights and

freedoms; (b) has been collected and processed by the Controller / Data Transmitter (and transmitted to the Processor) on a legal basis in accordance with applicable law and with respect for the rights of data subjects.

(2) The Controller warrants that all personal data collected by the Processor on behalf of the Controller or otherwise in accordance with the Controller's orders or for the purposes determined by the Controller will be used or otherwise processed by the Controller only in accordance with applicable law.

(3) In the event of claims against the Processor/Data Receiver in connection with the personal data specified in §(1), and in the event of claims against the Processor in connection with the Controller's processing actions set out in § (2), the Controller / Data Transmitter (and the Controller respectively) shall defend, indemnify, and hold harmless the Processor / Data Receiver (and the Processor respectively), unless such claims arose in relation to the Processor / Data Receiver (Processor).

6.10.2 You shall defend, indemnify, and hold us harmless in the event of claims in connection with your breach of clause 6.8 of this Agreement or other violation of law caused by your use of the Services.

7. Paid Services

7.1. Crossnetics supports various payment methods for customers, including bank transfers, credit cards, debit cards, PayPal, and bank wires.

Crossnetics currently supports PayPal and bank wires. As soon as we have additional payment service options, we will inform you accordingly and make changes to this Agreement.

You have the right to choose any available payment service provider. You agree that Crossnetics is not responsible for any actions applied by the payment service provider, including but not limited to any additional transaction fees, bank fees, or currency fees applied to your transaction. All Crossnetics payments include the aforementioned fees and charges, if applicable.

7.2. To access the Service, you need to select a pricing plan on our website and pay for it by bank transfer, credit card, debit card, PayPal, or bank wire.

7.2.1. We also provide a Free version of Crossnetics which offers limited functionality for users to evaluate the service. More detailed information about the features and limitations of the Free version can be found on our website.

7.3. If you choose a report subscription, you should be aware that our subscriptions automatically renew for the same period unless you cancel by 23:59 Eastern Time on the last day of the current subscription.

If you do not renew your report subscription, all unused reports will be voided.

If you have not used purchased reports before the subscription expires, they will be voided.

Payment for reports is non-refundable.

7.4. If you choose one of our subscription plans, you should be aware that our subscriptions automatically renew for the same period unless you cancel by 23:59 Eastern Time on the last day of the current subscription.

7.5. To cancel a subscription, you must contact our support by email - info@crossnetics.io.

7.6. Fees charged for an extended subscription are non-refundable.

7.7. All fees include VAT where applicable. Under certain circumstances, fees will not be subject to VAT, but you may be responsible for indirect taxes in your country. Crossnetics recommends that you research whether you are required to declare such taxes to the relevant tax authorities.

7.8. Crossnetics does not store credit/debit card information.

7.9. Crossnetics has the right to charge reasonable processing fees and expenses in accordance with clause 6.6.

8. Content

8.1. You may use the data/content collected and displayed from your use of the Service solely for informational purposes. You understand and acknowledge that such data/content may not be exhaustive, and the analysis of data/content is based on what third-party data sources provide to Crossnetics. The data/content is based on publicly available data/content, and Crossnetics does not verify the accuracy of the data/content provided by such third parties. Any use of the data/content, except as specifically described herein, is strictly prohibited. Furthermore, the collected and displayed data/content may require access to third-party sites, and such third parties may impede Crossnetics's generation of such data/content. Furthermore, government regulations and/or compliance with applicable laws may prevent Crossnetics from using certain data/content or providing it to you. You agree that you must evaluate and bear all risks associated with the Services, including any reliance on the accuracy, completeness, or integrity of such Services. By using the Site and Services, you represent and warrant that you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of the information available on the Site and in the Services, and effectively using the Services provided by Crossnetics as an analytical tool. You acknowledge that the Services are

provided to you without any warranties. By using the Services, you understand and agree that your use of the Services is at your own discretion and risk.

8.2. The Site may contain links to other sites on the Internet that are owned and operated by Third-Party Providers and other third parties ("External Sites"). You acknowledge that Crossnetics is not responsible for the availability or materials located on or through any External Sites.

8.3. You acknowledge that by accessing the Site, you may come into contact with content that you find harmful, offensive, threatening, obscene, or undesirable, and you acknowledge that Crossnetics shall have no liability to you for content, including but not limited to explicit language and other potentially offensive material.

8.4. You must acknowledge Crossnetics as the source of the data/content; if you use/display data / content from Crossnetics online, you must link to the Crossnetics website, display the Crossnetics logo, and credit the source as follows: "Powered by Crossnetics".

9. Limitations

You may use the Service only as specified above. You are limited in using the Service for any other use, including:

9.1. Using the services beyond:

- 5000 search queries per month in the Influencer Discovery module;
- 5 requests per second per site;
- 1 account per person;

9.2. Using Paid Services if you do not have paid reports or an active subscription.

9.3. Using any means to modify or redirect the Service.

9.4. You are prohibited from using data/content collected from our Service after a request from Crossnetics or a request from a data subject for its deletion. Such data/content must be deleted within 72 hours of receiving the notice. Furthermore, in the event of a request from a Data Subject to delete their information, you are obliged to ensure that the aforementioned information is deleted by all persons/companies/auditors to whom such information was transferred.

9.5. Broadcasting, reproducing, republishing, posting, transmitting, or distributing any part of the Services (except as specifically permitted under these Terms).

9.6. Assigning, syndicating, reselling, or otherwise transferring or providing information obtained through the Service to third parties (unless you have a specific written agreement with Crossnetics to do so).

9.7. Copying, modifying, creating a derivative work from, reverse engineering, or reverse assembling the Service, or otherwise attempting to discover any source code or allowing any third party to do so.

9.8. Using the Services in any way that harms Crossnetics, its affiliates, resellers, distributors, customers, service providers, and/or suppliers, as determined by Crossnetics in its sole discretion;

9.9. Using the Services in any way that may damage, disable, overburden, or otherwise harm the Services and/or the Site or interfere with the use and enjoyment of the Services and/or the Site by any other party;

9.10. Using any meta tags or any other "hidden text" using the name or trademarks of Crossnetics without the prior written consent of Crossnetics;

9.11. Displaying the Site in frames or using any other methods to display the Site (or any content on the Site) without the prior written consent of Crossnetics;

9.12. Using the Services in any way that violates the provisions of any applicable third-party terms of use or other agreements (including any requirement to obtain written permission prior to certain use of content);

9.13. Using the Services to "stalk" or otherwise harass another; and/or collect or store personal data about any other person.

9.14. Using any method to collect any false or misleading information or content;

9.15. Harming minors in any way;

9.16. Intentionally or unintentionally violating any applicable local, state, national, or international law, including but not limited to rules promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or NASDAQ, and any regulations having the force of law;

9.17. Providing material support or resources (or concealing or disguising the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

9.18. Using the Services in any way that infringes or violates the rights of any third parties, including, without limitation, copyright, trademark, patent, advertising, or other proprietary rights;

9.19. Using the Services to gain unauthorized access to any third-party services, user accounts, computer systems, or networks;

9.20. Using the Crossnetics domain name or other contact information as a return email address, mailing and/or fax address (or any other type of return address) for any message transmitted from another location or through another service or otherwise impersonating Crossnetics or any other third party;

9.21. Creating multiple tokens, keys, or passwords for destructive or abusive purposes or with overlapping use cases. Bulk creation of tokens, keys, or passwords may result in the suspension of all related tokens, keys, or passwords. Please note that any violation of these Terms of Service is grounds for permanent suspension of all tokens, keys, or passwords.

9.22. Any attempt to use automated programs, bots, screenshot tools, or any other means of data collection other than through our currently available API is strictly prohibited.

9.23. YOU ACKNOWLEDGE AND AGREE THAT IF WE DISCOVER MULTIPLE ACCOUNTS AND/OR PROMOTION PLANS SET UP FOR ONE PERSON, WE MAY AT OUR SOLE DISCRETION, WITHOUT WARNING AND WITHOUT REFUND, TERMINATE SUCH MULTIPLE ACCOUNTS AND/OR PROMOTION PLANS ON THE SERVICE.

10. Publicity

You grant Crossnetics the right to add your name and company logo to the client list and website. Except as stated above, neither party may use the name or logo of the other party without the prior written consent of the other party.

11. Cancellation or Termination

11.1. You may cancel the Services at any time, with or without cause. You understand and accept that by canceling the Services: i) you may not receive a refund; ii) you may be required to pay all fees due until the end of the subscription; iii) you may lose access to and use of your keys or passwords and any Services.

11.2. You acknowledge and agree that Crossnetics may terminate your keys or passwords for cause with or without prior notice. Reasons for termination include, but are not limited to, a breach or violation of the Terms, in particular, but not limited to, a violation of the provisions of 8.4, 9.1 and 9.2, partial or complete cessation of the Services and/or the Site, extended periods of inactivity, a request to do so by law, and non-payment of fees or charges due by you to Crossnetics.

11.3. Cancellation or termination will result in the immediate deactivation of access to the Services, as well as the deletion of your keys or passwords and all associated Services. All terminations are carried out at the sole discretion of Crossnetics, and you agree that Crossnetics shall not be liable to you or any third party as a result of termination.

11.4. Upon termination or expiration of this Agreement for any reason, all licensed rights granted to you herein shall immediately cease, and you shall irrevocably delete all data received from Crossnetics. Sections 6-10 and 15, as well as your obligation to pay any applicable fees, including but not limited to under subclause 11.1(ii) above, shall survive the expiration or termination of this Agreement for any reason.

11.5. There will be no refund for partial use of the Service, refund for upgrade/downgrade, refund for unused features, or refund for failures or unavailability of the Service due to circumstances beyond Crossnetics's control. To treat everyone equally, no exceptions will be made. Downgrading your Service may result in loss of content, features. Crossnetics is not liable for such loss. Crossnetics reserves the right to suspend or terminate your access to the Services for non-payment. If your subscription is terminated for any reason, you are still responsible for the remaining unpaid period of your Subscription if your Subscription is purchased monthly. Crossnetics may collect such payments, in which case you will be responsible for all costs associated with such refund and/or debt collection.

12. Property Rights

You acknowledge and agree that the Site and Services are the exclusive property of Crossnetics, and unless otherwise provided herein, Crossnetics grants you no express or implied rights. You agree not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Site. Crossnetics owns the copyright in the Site as a compilation, and all Services available from the Site. All content included on the Website, such as text, graphics, logos, button icons, images, data compilations, and software, is the property of Crossnetics or its content suppliers and protected by international copyright laws. Any third-party marks displayed on the Site and/or Services are the property of their respective owners. You also acknowledge that the Services may contain information that is designated confidential, and that you shall not disclose such information without the prior written consent of Crossnetics.

13. Contact Us

If you have any questions about these Terms, please contact us at info@crossnetics.io or: Crossnetics Inc, 8 The Green STE A, Dover, DE 19901, USA.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CROSSNETICS INC AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THIS SITE OR GENERATED BY THE SERVICES. THE MATERIALS,

CONTENT ON THIS SITE, AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WITH RESPECT TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. CROSSNETICS MAKES NO WARRANTIES THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED; (iii) ANY ERRORS WILL BE CORRECTED; AND (iv) THE QUALITY OF THE SERVICES WILL MEET YOUR EXPECTATIONS. ANY SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND CROSSNETICS SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS, AND SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CROSSNETICS OR ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. IN NO EVENT SHALL THE LIABILITY OF CROSSNETICS OR ANY OF ITS AFFILIATES UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE COMMISSION PAID BY YOU FOR ACCESS TO SUCH SERVICES. FURTHERMORE, CROSSNETICS SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND ITS CONTROL.

15. Governing Law and Jurisdiction

15.1. These Terms are governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of law provisions.

15.2. In the event that any dispute, controversy, or disagreement cannot be settled amicably through negotiation within thirty (30) days, it shall be settled by the American Arbitration Association (AAA) in accordance with its International Expedited Procedures.

- The number of arbitrators shall be one.
- The place of arbitration shall be Dover, Delaware.
- The arbitration proceeding shall be conducted, and the arbitral award rendered, in English.
- The appointing authority shall be the AAA, acting in accordance with the rules adopted by the AAA for this purpose. Each party shall bear its own costs, but the parties shall share equally the costs of the arbitration tribunal.

Effective Date: January 01, 2025.