



## Terms of Use

### WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website [[www.whitewhaletoken.com](http://www.whitewhaletoken.com) [www.whitewhale.network](http://www.whitewhale.network) and our other Network Sites] (our site). In this case, our site means affiliated websites owned KISSES TECHNOLOGY s.r.o. and their respective subdomains.

### WHO WE ARE AND HOW TO CONTACT US

WHITEWHALETOKEN.COM and other WHITE WHALE TOKEN Websites are individually sites operated by **KISSES TECHNOLOGY s.r.o.** ("We"). We are registered in Czech Republic under company number ICO **06854036** and have our registered office at **Kubelikova 1224/42, 130 00, Praha 3, Czech Republic**. Our VAT number is **CZ06854036**

To contact us, please email [kisses@kissestech.com](mailto:kisses@kissestech.com)

### YOU AGREE

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

### OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [[www.whitewhaletoken.com/pp.pdf](http://www.whitewhaletoken.com/pp.pdf)], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy [[www.whitewhaletoken.com/aup.pdf](http://www.whitewhaletoken.com/aup.pdf)], which sets out

the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

- Our Cookie Policy [[www.whitewhaletoken.com/cp.pdf](http://www.whitewhaletoken.com/cp.pdf)], which sets out information about the cookies on our site.

### **CHANGES TO OUR TERMS**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### **CHANGES TO OUR SITE**

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities or other reasons. We will try to give you reasonable notice of any major changes.

### **WE MAY SUSPEND OR WITHDRAW OUR SITE**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **OUR SITE IS ONLY FOR USERS IN CZECH REPUBLIC**

Our site is directed to people residing in Czech Republic. We do not represent that content available on or through our site is appropriate for use or available in other locations

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly change it or inform us at [[kisses@kissestech.com](mailto:kisses@kissestech.com)].

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **DO NOT RELY ON INFORMATION ON THIS SITE**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### **USER-GENERATED CONTENT IS NOT APPROVED BY US**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us via [kisses@kissestech.com](mailto:kisses@kissestech.com)

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- We exclude all implied conditions, warranties, representations or other terms

that may apply to our site or any content on it.

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.
- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **UPLOADING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy [[www.whitewhaletoken.com/aup.pdf](http://www.whitewhaletoken.com/aup.pdf)].

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy [[www.whitewhaletoken.com/aup.pdf](http://www.whitewhaletoken.com/aup.pdf)]

You are solely responsible for securing and backing up your content.

## **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the laws of Czech Republic. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **GOVERNING LAW AND JURISDICTION**

These terms of use, their subject matter and their formation, are governed by Czech Republic. You and we both agree that the courts of Czech Republic will have exclusive jurisdiction.