

Terms Of Service

Your Acceptance

By using or visiting FIBRUM.NET website or any Fibrum's products, software and services provided to you on, from, or through the <http://fibrum.net> (collectively the 'Service') you signify your agreement to (1) these terms and conditions (the 'Terms of Service'), and (2) Fibrum's Privacy Policy, found here and incorporated herein by reference. If you do not agree to any of these terms or the Fibrum's Privacy Policy, please do not use the Service.

Fibrum may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. You can periodically review the most up-to-date version here.

“Fibrum” means Fibrum Limited (a Cyprus company) and all its affiliated and related companies, forming Fibrum Group of Companies.

Service

These Terms of Service apply to all users of the Service. The Service includes all aspects of Fibrum, including but not limited to all products, software and services offered via <http://fibrum.net>.

The Service may contain links to third party websites that are not owned or controlled by Fibrum. Fibrum has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Service, you expressly relieve Fibrum from any and all liability arising from your use of any third-party website.

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Fibrum is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Fibrum with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Fibrum, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service. For purposes hereof, the term “Content” includes virtual reality experiences, videos, software, scripts, graphics, photos, text, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service.

When you leave the Service, you should read the terms and conditions and privacy policy of each other website that you visit.

Fibrum Accounts

In order to access some features of the Service, you may have to create a Fibrum Account. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Fibrum immediately of any breach of security or unauthorized use of your account. You may never use another's account without permission.

Although Fibrum will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Fibrum or others due to such unauthorized use.

General Use of the Service—Permissions and Restrictions

Fibrum hereby grants you permission to access and use the Service as set forth in these Terms of Service, on the following terms:

You agree not to alter or modify any part of the Service.

You agree not to use the Service for any commercial uses unless you obtain Fibrum's prior written approval.

You agree not to use or launch any automated system, including without limitation, 'robots,' 'spiders,' or 'offline readers,' that accesses the Service in a manner that sends more request messages to the Fibrum servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Fibrum grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Fibrum reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.

In your use of the Service, you will comply with all applicable laws.

Fibrum reserves the right to discontinue any aspect of the Service at any time and may cancel your use of the Service at any time.

Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content:

The Content on the Service, and the trademarks, service marks and logos ('Marks') on the Service, are owned by or licensed to Fibrum, subject to copyright and other intellectual property rights under the law.

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You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

Warranty Disclaimer

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Limitation of Liability

IN NO EVENT SHALL FIBRUM, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE

SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT FIBRUM SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless FIBRUM, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service.

Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FIBRUM without restriction.

General

You agree that: (i) the Service shall be deemed solely based in Cyprus; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over FIBRUM, either specific or general, in jurisdictions other than Cyprus. These Terms of Service shall be governed by the internal substantive laws of the Cyprus, without respect to its conflict of laws principles. Any claim or dispute between you and FIBRUM that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Cyprus. These Terms of Service, together with the Privacy Notice, shall constitute the entire agreement between you and FIBRUM concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or

continuing waiver of such term or any other term, and FIBRUM's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. FIBRUM reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND FIBRUM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.