



Provineer

TERMS OF SERVICE

Version 3

Date: 14 November 2023

1. INTRODUCTION

As creatives ourselves, we know how little time you have to devote to the fine print, so we've summed up our Terms of Service (the "Terms") in a few sentences below. We still recommend you read the entire document, but this can give you a basic idea of what's in there. If you have any questions or concerns – please contact us, we are here to help! To sum up :

- You have to be 16 to create an account, use the platform and any services or tools within.
- You own all your content that you upload or share on Provineer, and as such, you take all responsibility for it. All we do is make sure your content is uploaded and available on Provineer as seamlessly as possible.
- If you're thinking about using Provineer to steal or to claim someone else's intellectual property or posing as someone you aren't, don't. We run random content checks and reserve the right to block and/or delete your content, and suspend your accounts, with or without notice, should we find credible evidence of theft or misappropriation.
- Any and all intellectual property uploaded to Provineer does not purport to supersede and / or nullify any trademarked, copyright, or patented intellectual property or right that has been or is in the process of being granted by any government, governmental or trade body that certifies intellectual property rights. Provineer content can still be challenged, so make sure you submit strong and numerous pieces of proof with every upload!

- Once you have uploaded your work on Provineer, you can't change it. Ever. But don't worry, you can always have new versions of your content Provineer whenever you want - V1, V2, etc - in the same way a novel has multiple rough drafts before its finished.
- You can delete your Provineer content at any time. But once it's gone it's gone forever. So think about this seriously before you do!
- Our terms, services and / or fees are subject to change but we will update them on our site when they do. If you decide our new terms are no longer satisfactory you are free to delete your account and content at any time.
- You use Provineer and any service offered within it at your own risk; we assume no responsibility for your actions and are not liable for any damages should things go wrong.

BY USING OUR SERVICE, YOU ACCEPT PROVINEER TERMS OF SERVICE AS WELL AS OUR TAKE DOWN POLICY (TDP) INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE WITH ANY OR ALL OF THESE TERMS YOU MAY NOT USE OR ACCESS THIS PLATFORM.

ANY USER FOUND VIOLATING ANY USER CONDUCT POINTS LISTED BELOW OR ENGAGING IN ANY CONDUCT THAT THE PROVINEER TEAM DEEM HARMFUL TO THE PLATFORM OR ITS USERS THE USER IN QUESTION WILL HAVE THEIR CONTENT BLOCKED AND/OR DELETED AND THEIR ACCOUNT SUSPENDED. ANY QUESTIONS SHOULD BE DIRECTED TO US IN WRITING AT: contact@provineer.com

2. THE AGREEMENT

Before using the platform, please read carefully the following Terms of Service (the "Terms," "ToS" or "Agreement"). They contain important information concerning your legal rights and limitations while using the platform.

Provineer (the "Company," "we," or "us" of "our"), is a platform for saving, storing, authenticating, claiming ownership over and protecting a users intellectual property (the "Content" or "IP" or "Work") via the process of minting of non-fungible tokens or NFTs (the "Platform" or the "Service") on the FLOW blockchain, storing a users intellectual property using decentralised storage and the creation of an E-certificate and includes this website (www.provineer.com) and all other digital applications, marketplaces, websites, email addresses, features, tools, API's and any other Internet-based services operated by Provineer LTD, a London UK Limited Company, Registration Number 14637784.

Henceforth, "user," "users," and "you" within these Terms refer to you as a user of this Service or Platform. If you are using the Platform as a representative of an organisation or another entity, you are agreeing you represent and have the authority to be bound by and agree to the

Terms on behalf of that organisation or entity . Provineer is not responsible for any third party services, terms and/or policies set out by any other service, service provider or users unless specifically noted within these Terms.

Provineer reserves the right to change or modify these Terms at any time and at our sole discretion. The updated Terms will become effective upon them being posted on Provineer's website and we will make reasonable efforts to communicate any changes either via the users email address provided or upon the moment you use the Platform or Service. By continuing to use this Service you agree to the revised Terms of Service and it is your sole responsibility to review and understand any and all terms listed.

These Terms of Service supersede any and all prior oral and written quotations, terms, communications, agreements and understandings between you and Provineer.

3. THE PLATFORM

3.1 Platform Requirements

In order to access the platform and create an account you must meet the following criteria:

- You must be at least 16 Years of age.

3.2 Username and Password

- To create an account, users are required to register a username and password using any valid email address or via an existing Gmail address within the platform. All information supplied must be truthful and you are solely responsible for your account. A user, at the Company's discretion, may use certain authorised third party services or credentials to create an Account, such as an existing Google / Gmail account username and password, or existing credentials from other third party services. However, use of any third party service requires the user to also comply with any terms and conditions stipulated by the third party.
- Any attempt to create a fake account or impersonate another person or person(s), living or dead is prohibited. You may open only one account per user.
- Provineer reserves the right to require the authentication of any user at any time. In certain circumstances, a user may be required to provide additional information and documents, whether requested by a government authority applicable by law or dictated by regulation, or to investigate a potential violation of these Terms. This may result in the disabling of your account and blocking of your ability to access the Platform until the authentication or additional information and documents are

processed by Provineer or an applicable third-party. If you do not complete this request accurately and in a timely manner Provineer may refuse to restore your access to the Service. You may not access the Service if your account is blocked, suspended, restricted or deleted for any reason.

3.3 The Service

Content is claimed via the Service using the following process:

- Each user is required to create a unique Provineer account and password on the Platform using the Provineer sign-up form or using an existing Google Gmail account.
- Once a user has successfully created a Provineer account, the user has the ability to upload Content to the Platform via the upload button or drag and drop function.
- The user is then required to add information regarding the upload including: file name, version, category and an (optional) description of the file.
- The user is then required to supply proof (“layers of proof” or “LoP”) to serve as evidentiary weight of a claim of ownership of any Content uploaded by the user. The user has the ability to upload 1 to 6 pieces of proof with every upload.
- Examples of proof include but are not limited to: A writer could upload first and second drafts of the novel as proof to strengthen their intellectual property claim; a painter could upload initial sketches or watercolour tests that were done prior to completing a painting; a graphic designer could upload working files such as an Illustrator Ai file and a Figma file they used to produce their final portfolio; an entrepreneur wanting to protect or defend an idea or invention could upload initial sketches, drafts, audio or video files of the entrepreneur working out the idea in real time as their LoP. Every user’s proof is going to be different, but it is important that these are included as they are vital to strengthening a claim of ownership over user uploaded intellectual property in Provineer.
- The user is required to add an E-signature to authenticate that the claim of ownership is legitimate and bound to the user.
- The Content, proof and E-signature are stored on the Platform and an NFT is created via a transaction on the Flow Blockchain Mainnet which is used to record this process along with the users username, timestamp and metadata, creating an immutable claim of ownership connecting the user to the Content.
- An E-certificate is generated, recording all the above mentioned information as well as the location of the NFT on the Flow blockchain.
- Once an IP is successfully uploaded to the Platform, users have the ability to share it via the following three options: “Private (Only Me)” which limits access to the user only; “Anyone with link” which gives access of the IP to anyone with the link; and “Only people invited” which allows the user to limit access to the IP based on the email address entered by the user.
- To manage access, a logged in user must navigate to their dashboard by choosing the down-facing arrow located next to the user's profile image in the top right corner of the screen and choosing “My uploads”. Next, the user must choose the specific IP

to share by clicking it, clicking the “Share” button in the top right, and choosing the specific access level from the “Only people invited” dropdown menu.

- “Private (only me)” limits access to the user alone. No third party can access your IP in this state.
- “Only people invited” access requires the user to enter the email address of the recipient, after which the recipient will receive a link via their email address or can be supplied with a link directly from the user by choosing “copy link” and emailing the link using any email service. In order to access a shared file, the recipient must log into or sign up for a Provineer account. A recipient of a shared IP can view: all descriptive information via the IP dashboard; a preview of the image (if it is in a format available for preview) and view and copy the e-certificate associated with the IP. Recipients are able to download any shared IP, but are unable to download proof, which is only available for download by the user.
- “Anyone with link” sharing does not require an email address of a recipient to access the file, but any third party wishing to access a publicly shared file must log in or sign up for a Provineer account to do so. Any third party accessing a publicly shared file can view: all descriptive information via the IP dashboard; a preview of the image (if it is in a format available for preview) and view and copy the e-certificate associated with the IP. Recipients are able to download any shared IP, but are unable to download proof, which is only available for download by the user.
- To protect IP, a user may revoke access anytime by changing the Share access to “Private (Only me)”. Once enabled, all access to the chosen IP will be restricted to the user alone.
- All work currently shared with a Provineer user can be found in the “Shared with Me” section in “My Uploads” dashboard.
- Users may deactivate their account at any time, for any reason. Deactivation will result in the user having limited access to certain features of the Platform though it will not cancel or terminate the Agreement or stop the user from accessing basic features, tools or functionality located within parts of the Platform
- You alone are responsible for the accuracy of your content and intellectual property.
- Any user Content uploaded onto Provineer is subject to verification and authenticity checks via Provineer or any third-party software to ensure that the Content is not stolen or otherwise misappropriated. These checks will be performed at random intervals with no prior notification given.
- Provineer does not claim any ownership of the Content you create, use, upload, store or share through the Platform and you are solely responsible for custody of the Content.
- Any liability for damages relating to the Content lies with the user that creates, uses, uploads, stores and/or shares it within the Services.
- You acknowledge that any downloads and/or links made public via the use of the Provineer share feature can be forwarded and that recipients having access to links can access the Content it’s connected with. Users bear full responsibility for any issues, legal or otherwise, that arise regarding the use of any features found within the Platform.
- At no point does Provineer endorse any claims of authenticity, originality, legitimacy, ownership or functionality of any Content uploaded by a user to the Platform.

3.4 Versions

- Unique to Provineer is our version feature. As stated in the Introduction, user Content uploaded onto the FLOW Blockchain, is immutable, unchangeable and uneditable. In order to update a Provineer work, users can upload a new version of their work using the same title as the original work and changing the version number +1 for each new version.
- An example: If the original uploaded Content was titled “Sunflower Painting” an updated version will be titled “Sunflower Painting V2.”
- Users are able to upload an unlimited number of versions of Content.
- Each new version will create a unique NFT on the Flow Blockchain Mainnet with a username, a unique timestamp and recorded metadata as well as submitted proof, E-signature and any other added descriptive information.

3.5 Communication Methods

- You acknowledge that Provineer can communicate with you regarding new features, newsletters, promotions, events and changes in Terms of Service or any other information regarding the Service via your email provided.
- You can change your communication details, methods or preferences within your personal Account settings and opt out of any optional newsletters or media at any time.

4. TIERS AND SUBSCRIPTIONS

4.1 Tiers

Access to Provineer is available through 4 subscription tiers: Starter, Creator, Professional and Enterprise. The Creator, Professional and Enterprise tiers require a monthly or annual subscription fee and will be collectively referred to as “Premium” tiers.

To use the Starter tier you must register for an account on the Provineer sign up page , fill in your personal details, e-mail address and password. To access any Premium tiers you must also supply additional payment method details. Should registrations appear to be untruthful; Provineer holds the right to delete the account. In case of any changes in personal details, you are requested to update the information in your profile immediately.

Provineer may change the content of the Service, tiers or the subscription fee from time to time. Any price changes will apply to you no earlier than one month following our notice to you.

4.2 Starter Tier

- Is free from charge;
- Gives you access to the basic features of the Platform and Service which include: access to the dashboard and profile page; access to the Starter tier uploading Service which includes a total of 5 uploads of any currently supported media type with a total storage limit of 500MB.
- Service is dependent upon the user having at least 1 upload AND available storage. Upon use of all uploads OR available storage the user will be unable to upload any additional work to the Service.
- Content uploaded by the user will be accessible to the user for the duration of their subscription to the Service.
- Dashboard and profile pages will be accessible to the user for the duration of their subscription to the Service.
- Storage will not be replenished unless the user deletes an upload via the dashboard, after which the amount of storage available will be updated to reflect this deletion. The amount of uploads available will not be replenished regardless of deletion of a previous upload or used upload. In order to access more uploads the user must switch to the Creator, Professional or Enterprise tier.

4.3 Creator Tier

- Is available as an annual and monthly subscription. The subscription fees for the respective subscription terms can be found on the Provineer website .
- Provides a subscription service that allows users access to the basic features stated within the Starter tier as well as a total of 20 Uploads and 2GB of storage.
- Service is dependent upon the user having at least 1 Upload AND available storage. Upon use of all uploads OR available storage the user will be unable to upload any additional work.
- Content uploaded to Provineer will be accessible to the user for the duration of their subscription to the Service.
- Dashboard and profile pages will be accessible to the user for the duration of their subscription to the Service.
- Storage will not be replenished unless the user deletes an upload via the dashboard, after which the amount of storage available will be updated to reflect this deletion.
- Upload amounts will not be updated regardless of deletion of a previous upload. To access more uploads the user must switch to the Professional or Enterprise tier.

4.4 Professional Tier

- Is available as an annual and monthly subscription. The subscription fees for the respective subscription terms can be found on the Provineer website .
- Provides a subscription service that allows users access to the basic features stated within the Starter tier as well as a total of 50 uploads and 50GB of storage.
- Service is dependent upon the User having at least 1 upload AND available storage. Upon use of all uploads OR available storage the User will be unable to upload any additional work.
- Content uploaded to Provineer will be accessible to the user for the duration of their subscription to the Service.
- Dashboard and profile pages will be accessible to the user for the duration of their subscription to the Service.
- Storage will not be replenished unless the user deletes an upload via the dashboard, after which the amount of storage available will be updated to reflect this deletion.
- Upload amounts will not be updated regardless of deletion of a previous upload. To access more uploads the user must switch to the Enterprise tier.

4.5 Enterprise Tier

- Is available as an annual and monthly subscription. The subscription fees for the respective subscription terms can be found on the Provineer website .
- Provides a subscription service that allows users access to the basic features stated within the Starter tier as well as a total of 200 Uploads and 200GB of storage.
- Service is dependent upon the user having at least 1 upload AND available storage. Upon use of all uploads OR available storage the user will be unable to upload any additional work.
- Content uploaded will be accessible to the user for the duration of their subscription to the Service.
- Dashboard and profile pages will be accessible to the user for the duration of their subscription to the Service.
- Storage will not be replenished unless the user deletes an upload via the dashboard, after which the amount of storage available will be updated to reflect this deletion.
- Upload amounts will not be updated regardless of deletion of a previous upload.
- Enterprise customer upload amounts will replenish 1 year to date from the start of their subscription term to the total amount of Enterprise uploads stated on the Provineer website. Unused uploads will be rolled over and count towards the total. An example: If an Enterprise user uses 150 of their allotted 200 uploads in a year, they will receive 150 additional uploads at the end of the year to bring their total of available uploads to 200.

Regardless of the tier, Provineer does not claim any ownership of the Content you create, use, upload, store or share through the Platform and you are solely responsible for their

custody. Any liability for damages relating to the Content lies with the individual that creates, uses, uploads, stores and/or shares it within the Services. You acknowledge that download and/or access links can be forwarded and that recipients having access to such links, can access the Content it's connected with. Users bear full responsibility for any issues, legal or otherwise, that arise regarding the use of this platform to claim the authenticity, legitimacy or functionality of any content a user uploads created on the platform. At no point does Provineer endorse any claims of authenticity, legitimacy, or functionality of any content uploaded by a user or created on the platform.

5. PAYMENT AND CANCELLATIONS

5.1 Payment

- A Starter tier is a free subscription Service and the initial subscription term starts once the user has registered for an account on the Provineer sign up page and filled in their personal details, e-mail address and password.
- A Premium tier is a subscription Service and the initial subscription term starts once the first monthly fee is paid in full.
- Changes to our pricing, fees, and / or Services may be introduced at any time but you will be given reasonable advance notice via either an email to your registered email address or the changes will be posted on our website and/or terms of service. If you no longer agree to any changes in subscription price you may cancel your subscription and stop using the Service at the end of the then-current subscription term. If you continue to use the Service after the change in price you agree to pay the change in price.
- External charges by the payment method issuer may occur depending on the payment method chosen by the user to process payment.
- If a payment method is found to be unsuccessfully settled Provineer may suspend or terminate the Service (relating to the expiration of credit cards, insufficient funds, a change in payment details or otherwise). Suspension or cancellation of the Services for non-payment will result in the loss of access to the Premium tier features but all Provineer features and content inherent with the Starter tier will remain available.
- Your initial subscription period will depend on the tier and contract (monthly or annually) chosen.

5.2 Cancellation

- You have the right to cancel your subscription at any time while using the Premium or Starter tier Service.

- After cancelling your subscription from any Premium tier, you will still have access to the Premium subscription Service tier until the end of your subscription period, after which your account will revert back to the Starter tier.
- If you decide to downgrade your subscription within the Premium tier you will still have access to your remaining uploads for the duration of your chosen subscription period (monthly or annually). Once the subscription period ends you will no longer be able to access any remaining uploads.
- Any work uploaded using a Creator, Professional, or Enterprise tier will be stored on the Provineer platform for 1 calendar month after termination or downgrade of a subscription, after which any content that surpasses your new storage tier will be deleted. An example: A user downgrades from a Professional Tier of 50GB storage with 34GB used to a Creator Tier of 2GB storage. If the user decides not to continue with the Professional tier storage after 1 calendar month of downgrading to Creator tier, the outstanding 32GB uploaded will be deleted. In the event that a user has uploaded files in sizes that make it impossible to delete evenly, Provineer will delete the minimum amount of files needed to satisfy the downgraded storage tiers.
- If you decide to upgrade your subscription after downgrading it within 1 calendar month of doing so you will retain all uploads related to the upgraded tier.
- If you decide to upgrade your subscription after downgrading it you will not receive any additional uploads beyond the total for each given Premium tier. An example: If a Creator tier user uses 10 uploads of the 20 uploads allotted to them in that tier, downgrades their subscription to the Starter tier and then upgrades back to the Creator tier at a later date the user will only receive the remaining uploads they have not yet used in that tier. In this case they would receive 10 uploads.
- Your subscription period will automatically renew unless you cancel your subscription before the end of your subscription. The last day to cancel is the last day of your subscription period.
- No rights to the reimbursement of any part of a subscription payment are granted from the cancellation of your subscription, unless obligated under local mandatory consumer law.
- If a payment is not successfully settled (for instance due to expiration or insufficient funds), your account will be deactivated after the end of your subscription period. You will lose access to all Premium tier tools and content and your account will revert back to the Starter tier. All user Content created during the Premium period will still be accessible by a Starter account. Should you decide to reactivate your Premium subscription you can do so at any time in your account settings by choosing to renew your Premium tier subscription and making payment. Your subscription will be renewed from the day of reactivation and a new subscription term date will be issued.
- If, in the unlikely event, you are in the process of using Premium tools on the Platform when your subscription expires due to you letting it lapse for any reason, we are not responsible for any loss of work that may occur during this process and will be unable to retrieve any work lost. It is your responsibility to renew your Premium tier subscription on time to avoid any disruption in the Service.

6. INTELLECTUAL PROPERTY

6.1 Provineer Intellectual Property Rights

- You acknowledge that all intellectual property rights and/or similar rights on the Services (including the software, graphic design, photography, typography, advertising media, film, logos, trademarks, trade names, copyrights, patents, and any and all Provineer Service content are owned and vested in Provineer and/or its licensors and you are not allowed to copy, disseminate, tamper, decompile, delete, mirror, reverse engineer, use, move or remove any of it in any way.

6.2 User Intellectual Property Rights

- You acknowledge that any Content you have created, posted, shared or uploaded via this Platform is content that you have or have obtained the rights, permissions, consents, licences and authorizations necessary to do so and that the Content submitted does not violate any laws or infringe on any existing intellectual property rights including copyrights, trademarks, or any other publicity rights. All rights described above are granted by you to Provineer.
- Provineer does not claim any ownership rights over any Content a user submits, shares, uploads or saves and as such the user is solely responsible for it. The user is also solely responsible for any consequences of sharing work with any third party via the platform and any liability for damages that may arise in relation to the Content submitted, shared, uploaded or saved within or via the Service lies with the user. By using the Service, the user acknowledges and is aware that sharing Provineer user Content and any details of it with a third party can result in it being copied or the claim disputed.
- Users bear full responsibility for any issues, legal or otherwise, that arise regarding the use of this Platform to claim the authenticity, legitimacy, functionality and intellectual property of any Content a user uploads or NFT created on the Platform.
- For the sole purpose of successfully running, enabling, operating or otherwise improving the Service, you, the user, grant Provineer an unlimited, irrevocable, worldwide, royalty-free licence to verify, authenticate, publish, distribute, upload, send, sort, reproduce, host, store, save, index, scale, crop, translate, adapt, create previews of or cache your Content. At no point will Provineer sell, advertise or share any of your Content or post it on any part of the Provineer site, any partner site, any AI company or business or with any third party without first receiving your written consent. Your Content is yours and will stay that way.

6.3 Intellectual Property Disputes and Takedown Policy

In order to safeguard a user's Provineer claim, we have outlined a process for raising and resolving a dispute in relation to a user's suspected infringement of intellectual property

through the Service. Provineer will take down works in response to Digital Millennium Copyright Act (“DMCA”) takedown notices and/or other intellectual property infringement claims and will terminate a user's access to the Service if the claim of infringement is verified by Provineer and/or a user is determined to be a repeat infringer.

For Provineer to be able to process your infringement claim regarding content on the Service, you must either be the rightsholder or authorised by the rightsholder to act on their behalf and provide the following evidence cited below:

- The user must identify the alleged infringing material that the user is requesting be removed from the Service.
- The user must supply, at a minimum, their full legal name and email address. Use of a pseudonym or supplying a Provineer username will not be sufficient and the claim will most likely fail.
- The User must provide a written and signed declaration with the user’s physical or electronic signature that they, in good faith, believe that use of the material in the manner complained of is not authorised by the intellectual property rights owner, its agent, or the law; that the information supplied within this infringement claim is accurate; and that the user is authorised to act on behalf of the intellectual property owner of the intellectual property that is allegedly being infringed, under penalty of perjury.
- If you believe that your content has been copied or claimed using this Service in a way that violates your intellectual property rights, infringes upon your copyright, trademark or patents or violates your publicity in any other way, please fill out a Notice of Infringement form stating all of the above mentioned information and send it to legal@provineer.com.
- Provineer endeavours to resolve all intellectual property disputes in a timely manner and in order to do so your information provided within the NOI Form may be shared, temporarily, with third parties to expedite the process.
- Users acknowledge that any claims of infringement made will be forwarded to the alleged infringing party so that they understand why their content is being removed from the Service and to also have the ability to contact you, the user, to resolve any dispute.
- Should the dispute remain unresolved between parties an investigation by Provineer or contracted third parties of the alleged infringement will commence. If a claim of intellectual property infringement is substantiated Provineer reserves the right, at its sole discretion, to block and/or permanently delete the Content and/or account information from our servers, without liability, and to block anyone found to have infringed from accessing any part of the Services or creating a new account.

6.4 Restrictions

If we believe an attempt has been made to breach or circumvent any of the rules below we reserve the right to take action, with or without notice, which may result in the blocking of

and / or the deletion of your account and any content uploaded while using Provineer in order to comply with our legal obligations.

- You cannot impersonate or pose as another person or person(s), living or dead.
- You cannot attempt to use the Service to claim another user(s) intellectual property in order to dispute any trademarks, copyrights, patents or any other intellectual property rights already obtained by another user(s).
- You cannot attempt to use the Service to post Content that is libellous, false, misleading, or defamatory.
- You cannot attempt to or successfully gain unauthorised access to another user's account or Content.
- You cannot use another user's account without prior authorization from said User.
- You cannot use another User's account to upload and claim ownership over your Content on Provineer.
- You cannot claim another user's name in an attempt to resell, extort or squat on it.
- You cannot attempt to transfer your account to another user without our written consent.
- You cannot attempt to access the Service via a different account if you have been banned from using it without our written consent.
- You cannot attempt to commercialise any aspect of the Service whether information, applications, software or intellectual property of Provineer LTD.
- You cannot use the Service in a way that could impair, damage, disable or result in the site being taken down, taken offline or otherwise temporarily compromised.
- You cannot attempt to circumvent any instructions dictating access to the platform or tiers, obfuscate your identity through the use of a VPN or the use of multiple IP addresses or otherwise falsifying your IP address or source of traffic while using the Platform.
- You cannot use the Service in an attempt to harvest user content, data or sensitive or non-sensitive information of any kind.
- You cannot use the Service in an attempt to scrape user content, data or sensitive or non-sensitive information of any kind for the purpose of training or operating generative AI applications.
- You cannot attempt to distribute viruses or any other adverse technologies that can harm, disable, or otherwise maliciously affect Provineer.com, Provineer LTD, the Content or the Users.
- The use of automated means not authorised in writing by Provineer to interact with the Platform or on the Users behalf that can cause delays, disruptions, glitches or errors or inaccuracies of any kind within the Service is strictly prohibited. This includes but is not limited to: scripts, browser extensions, data mining applications, bots, robots, spiders, web crawlers, scrapers or interfaces.
- You cannot export or re-export any tools or applications found within the Platform or Service unless expressly stated in writing by Provineer or in compliance with export control laws and jurisdictions and in accordance with all relevant rules and restrictions posted therein.

7. Disclaimer

There are risks associated with blockchain and cryptographic technologies and it is your responsibility to understand those risks before using the Service or any of the features or tools within Provineer.

- You acknowledge and understand that the Platform and Service is presented on an “AS IS” and “AS AVAILABLE” basis and Provineer expressly dismisses any claims of warranty or conditions of any kind.
- You acknowledge that you access Provineer at your own risk. Provineer assumes no liability or responsibility in the event of any loss or damage and any Content or information occurred in connection with the use of this Service.
- You acknowledge that Provineer may, from time to time, change, terminate or expand our Services and reserves the right to limit access to or eliminate any features or functionality of the Services in our discretion.
- You acknowledge and understand that Provineer is under no obligation and in turn makes no warranties or representations regarding whether the Service meets you or any other users expectations, is available uninterrupted at all times, is error-free, complete, secure or will be reliable, accurate, legal or safe.
- You acknowledge and understand that Content that is uploaded to and held on the Platform does not grant the user or Content any special rights, guarantees or government certifications and should not be used in place of any governmentally recognized trademark, copyright or patent.
- You acknowledge and accept the risk that the Service may experience operational or technical difficulties from an increased surge in traffic or use resulting in interruptions of the Service or it being unavailable for a temporary period.
- You acknowledge that Provineer assumes no liability or responsibility for any sustained losses, injury or damages due to any kind of failure or abnormal behaviour of any software, blockchains, wallets, smart contracts, NFTs, or any features related to any of the Provineer technology, Platform or Service.
- You acknowledge that Provineer assumes no responsibility or liability in the event of user error, incorrectly input or mistyped information, names, email addresses, personal or team data loss or server failure, unauthorised access of the Service, unauthorised third-party access to a user account or the Service including but not limited to DDOS and brute force attacks, viruses, phishing applications or scams, or any other methods of attack against the Service, the Wallet, the Blockchain or NFTs.
- You acknowledge that the cryptographic market and NFT valuations are extremely volatile. You acknowledge these risks and understand that transactions on these platforms can vary wildly.
- You acknowledge that Provineer assumes no responsibility or liability for any increase or decrease in price or cost of transactions of any Provineer NFT or Content on the Flow Blockchain due in total or in part of any volatility or changes of service by the developers or representatives of the blockchain or any third party application.

- You acknowledge and accept the risk that Provineer is subject to flaws and as such also acknowledge that it is your sole responsibility to verify all information on Provineer.com to evaluate any feature, application or code related to any of the Provineer technology provided before using the Service.
- You acknowledge that Provineer is not responsible for any losses due to any other features, tools, software or applications of the Flow Blockchain including errors or the late communication of any developer or representative or any third party issues with the blockchain resulting in losses of funds, content or both.
- You acknowledge that the introduction of regulatory measures, inquiries or actions regarding cryptographic, NFT or blockchain technology could adversely affect both the Service and your Content as well as impede or significantly impact Provineer's ability to function, develop or limit your ability to access either the Service, your Content, or the blockchain and waive Provineer of all responsibilities and liabilities regarding such regulations, whether temporary or permanent.

8. LEGAL

8.1 Privacy

- As the data controller of your information, Provineer abides by specific obligations under data protection law. More information on these specific protections can be found within our Privacy Policy section and contain details regarding your legal rights in relation to your information provided. Please note, these rights will vary depending on your geographic location.

8.2 Indemnity

By using this Service you agree to the following provisions:

- You agree to indemnify, hold harmless and defend Provineer LTD / Provineer.com and its founders, employees, contractors, subcontractors, subsidiaries, advertisers, advisors, investors, affiliates, administrators, licensees, suppliers, agents or any partner or person connected with or employed by Provineer LTD against all claims, liability, loss, damage (actual and consequential) of any kind or nature, judgement, litigation, suit, and solicitor or lawyer's fees in any way relating to your breach of these laid out Terms, your misuse of this Service, your violation, willful or otherwise, of the rules, regulations, including any laws and rights of any third party claims that Content created, used, stored or shared using the Services by you or through your account, infringe or violate any third party rights, and any of your acts or omissions that cause or implicate the invasion of privacy, defamation or misappropriation of publicity rights in connection to your use of and access to the Service.

- You agree to indemnify and hold harmless Provineer of any Content uploaded by any user(s) or third parties and acknowledge that Provineer is under no obligation to examine or verify the authenticity of any Content and you agree to neither hold or attempt to hold Provineer responsible for any inaccuracies.
- You agree to indemnify and hold harmless Provineer from any errors in the verification of the authenticity of any user(s) or third party of the Service.
- You agree to indemnify and hold harmless Provineer from any losses you occur as the result of Service or user using the Flow Blockchain. These losses include but are not limited to damages, losses, server outages or failures, corrupted files or claims arising out of user error, the loss of any access information whether forgotten or lost passwords, private keys, seed phrases, or incorrectly developed or written smart contracts, blockchain upgrades or forks or any unauthorised access of the blockchain by third parties engaging in activities such as but not limited to phishing, distributing viruses or any other means of attack.
- You acknowledge and warrant that you will comply with all applicable laws (e.g., local, state, federal, national and other laws) when using the Service.
- Provineer's failure to enforce any part or part of a provision of the Term of Service is not a waiver of its right to do so at a later date.
- If any part or part of a provision of these Terms is found to be illegal, unenforceable or otherwise invalid, this will have no impact on the validity, force and effect described of the remainder of the Terms to the extent permissible under or consistent with the relevant laws; the term found to be unacceptable will be deleted and/or substituted by one which is similar in effect and deemed acceptable in the areas in which the unacceptable provision was found invalid.
- You acknowledge that Provineer is not responsible for any acts or omissions of any third-party services used by Provineer to deliver the Service, that Provineer is not an agent of such third-party services; and your use of those services is subject to any applicable terms and conditions between the service provider.
- You acknowledge that Provineer is not liable for any damage or personal injury resulting from any use of the Services, including any (temporary) unavailability or (accidental) removal, damage, loss or corruption of your Content or account, to the extent permissible under local mandatory law. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence is found to be on the part of Provineer. In the event Provineer is found liable for damage under mandatory local law, Provineer will aggregate liability to you - to the extent permissible under local mandatory law - for any and all claims arising out of or in connection with the use of the Services will in no event exceed the amount of one hundred pounds (£100) per incident.
- You acknowledge that your rights under these Terms cannot be assigned. Provineer is entitled, at any time, to assign its rights to any of its subsidiaries, affiliates or subcontractors or to any deemed successor in interest of any business associated with the Services without your consent or any other restriction.
- Provineer, at its sole discretion and expense, reserves the right to assume exclusive defence and control of any matter otherwise subject to indemnification by you and in such case you agree to cooperate with Provineer LTD / Provineer.com in the defence of such a matter.

8.3 Legal Claims and Disputes

- Any dispute or claim arising in connection with the Terms, Platform or Service will be governed and construed in accordance with the laws of England and Wales. You and Provineer LTD / Provineer.com both agree to submission to the non-exclusive jurisdiction of the courts of England.
- Though you may also elect to bring a dispute or claim to another court in another country, English law will apply in all cases.

8.4 Legal Fees

- Any losses, costs or reasonable legal fees incurred by Provineer LTD as a result of you breaching the Terms and/or improper use of the Services or your breach of any laws or rights related to a third party use of this Service will be compensated to us in full and any of our directors, agents, employees and joint ventures.
- For any legal enquiries please contact: legal@provineer.com.

9. FEEDBACK AND CONTACT

Finally, you can reach the Provineer team directly at contact@provineer.com to:

- Ask about up to the minute changes or adjustments in our Service, features or Terms of Service.
- Report any software issues you may encounter with our Service.
- Offer any new ideas, suggestions or improvements on how to improve the Service for yourself and other users.
- Suggest new features you would like implemented in the Service.
- To report any questions, concerns or complaints about the Service or the Terms of Service listed herein.
- Or if you just want to get in touch simply send us an email, we are happy to help!