



Terms of Service



Introduction

Welcome to Hiway

Hiway provides an online service (the "Service") that allows users to make use of freelancers or offer freelance services. The services offered on our website, www.Hiway.io (the "Site") and on the Hiway mobile application (the "App") (collectively the "Service") are owned and operated by Hiway b.v. ("Hiway", "we", "us", "our", "Platform" or the "Company"). Please read these Terms of Service (this "Agreement") and our Privacy Policy (the "Policy") carefully, as you are agreeing to be bound by both documents by using our Service.

This Agreement applies to all Users of the Service. If you do not agree with any part of this Agreement, you must not use the Service. Your continued use of the Service will constitute your acceptance of this Agreement. Any new features or tools which are added to the current Service shall also be subject to this Agreement. You can review the most recent version of this Agreement at any time here. We reserve the right to update, change, or replace any part of this Agreement by posting updates and/or changes. It is your responsibility to check the Service periodically for changes. Your continued use of the Service following the posting of any changes constitutes acceptance of those changes.

PLEASE NOTE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE. BY BINDING YOURSELF TO THIS AGREEMENT AND USING OUR SERVICES HEREUNDER, YOU EXPRESSLY WAIVE YOUR RIGHT TO BRING CLAIMS OUTSIDE OF ARBITRATION.

2. Definitions

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all-encompassing, and no definition should be considered binding to the point that it renders this Agreement nonsensical:

"Agreement" means these Terms of Service.

"Hiway", "we", "us", or "our" refers to our company, Hiway, Inc.; our Site; our Service; or a combination of all or some of the preceding definitions, depending on the context of the word.

"Privacy Policy" refers to our Privacy Policy, available here: <https://hiway.io/>



“Service” refers to connecting freelancers with employers, whether through our App, our Site, or any other medium, as well as any component of our App and Site.

“Site” refers to our website, www.Hiway.io.

“User” refers to all visitors of the Service, including but not limited to, browsers, vendors, merchants, advertisers, and/or contributors of content, on our Service.

“User Content” refers to any content, including, comments, links, and other material submitted by a User to his or her personal profile, another User’s profile, or any other section of the Service where Users are allowed to post content.

“You” refers to you, the person who is entering into this Agreement with Hiway.

3. Eligibility

In order to use our Service, you must meet a number of conditions, including but not limited to:

You must not be in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, us, and you. For example, if the Office of Foreign Assets Control prohibits conducting financial transactions with nationals, residents, or banks of your country, you must not use our Service.

You must be the minimum age required to enter into a contract in the area in which you reside, and, in any event, must not be less than 18 years of age.

You must not sign up or use the Services on behalf of a natural person or entity other than yourself.

You must provide us with personal information, payment information, and other information that we deem necessary to provide you with our Service.

4. Rules of use

All of the content in the Service is made available only for your personal, lawful use. Use of the Service by a competitor company or other non-consumer third party is prohibited.

In the event that you receive any data, information, or software through the Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information,



or software.

Hiway may refuse to execute a transaction, impose amount limits or restrictions at any time in its sole discretion without notice. Specifically, Hiway reserves the right to refuse to process, or the right to cancel or reverse, any transaction or disable a User's deposit address on the Service where Hiway suspects the transaction involves money laundering, terrorist financing, fraud, or any other type of crime or if Hiway suspects the transaction relates to a prohibited use as stated in this Agreement, including transactions involving the opening of an Account and subsequent closure without any actual hiring occurring.

You may not use our Service for any unlawful purpose and agree that it is solely your responsibility to ensure that the use of the Service is lawful in the jurisdiction in which you are located. In addition to other prohibitions as set forth in the Agreement, you must not:

Use the Service to solicit others to perform or participate in any unlawful acts.

Use the Service to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.

Use the Service to infringe upon or violate our intellectual property rights or the intellectual property rights of others.

Use the Service to harass, abuse, insult, harm, defame, slander, disparage, intimidate, bully, or discriminate, or threaten any of the above, based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; or to use hateful speech against any other person or User for any reason.

Use the Service to submit false or misleading information.

Use the Service to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.

Use the Service to collect, track, and/or publish the personal information of others.

Use the Service to spam, phish, pharm, pretext, spider, crawl, or scrape.

Use the Service for any obscene or immoral purpose.

Use the Service to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

We reserve the right to limit functionality of your account (temporarily or permanently) due to technical, security, legal, or other reasons, including, but not limited to: ability to log into your account to edit existing content



5. Modifications to the services

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) in its entirety as well as with regard to any individual User without notice at any time. We the right to reclaim and repurpose any username or URL on the Service.

We shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of the Service.

6. Account creation

In order to access certain features of the Service, you must become a Registered User by creating an account ("User Account"). You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

Registered Users may only possess one (1) User Account. Hiway reserves the right to suspend or terminate your User Account and your access to the Service if you create more than one (1) User Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of this Agreement.

7. Account validation

When creating a User Account and from time to time thereafter, you may be required to validate your User Account, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity. You authorize us, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address, financial accounts, and any other representations you make in connection with your User Account, that we determine to require verification, subject to applicable law. When requested, you must provide us with information about you.

8. Token transfers

Funding Your User Account. You must send your Tokens to the address provided by Hiway and wait for the balance to appear in your User Account. It is your responsibility



to ensure you send Tokens to the correct address provided for that particular Token. Failing to do so may result in the permanent and irretrievable loss of your Tokens. Hiway makes no representations or warranties regarding the amount of time that may be required to complete transfer of your Tokens from a third-party wallet or other source and have such Tokens become available in your User Account.

Risk of Sending Tokens. When you transfer Tokens from your Account to a third party wallet or other location, it is always possible the party administering the new location may reject your transfer or that the transfer may fail due to technical or other issues affecting our platform. You agree that you shall not hold Hiway liable for any damages arising from a rejected transfer.

Risk of Using the Service. By using the Service, you represent that you have been, are, and will be solely responsible for doing your own research, using your own judgment, and making your own independent decisions regarding the risks of sending Tokens through use of the Service. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction, any underlying Token or any hired freelancer.

Compliance with Applicable Laws. You agree that you are solely responsible for ensuring your compliance with any and all applicable federal, provincial, or state laws, rules, regulations, and ordinances, including tax laws. You are solely responsible for reporting and paying any taxes arising from your use of the Service.

9. Risks of transactions via blockchain networks

Hiway does not own or control any of the underlying software through which blockchain networks are formed and Tokens are created and transacted. In general, the underlying software for blockchain networks tends to be open source such that anyone can use, copy, modify, and distribute it. By using the Services, you acknowledge and agree (i) that Hiway is not responsible for operation of the underlying software and networks that support Tokens and that Hiway makes no guarantee of functionality, security, or availability of such software and networks; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "Forks"), and that such Forks may materially affect the value, function, and/or even the name of the Tokens you store in your Account. In the event of a Fork, you agree that Hiway may temporarily suspend the Service (with or without advance notice to you) and that Hiway may, in its sole discretion, (a) configure or reconfigure its systems or (b) decide not to support (or cease supporting) the Forked network entirely, provided, however, that you will have an opportunity to withdraw Tokens on at least one of still existent underlying



networks. You acknowledge and agree that Hiway assumes absolutely no responsibility whatsoever in respect of any underlying software protocols, whether Forked or not. Hiway does not have any ability to prevent or mitigate attacks on blockchain networks. With respect to its platform, Hiway reserves the right to take any commercially reasonable actions in the event of an attack, including placing a temporary or permanent halt all transactions involving any Token that it confirms has been subjected to such attack. Resolutions concerning deposits, withdrawals, and User balances for an attacked Token will be determined on a case-by-case basis by Hiway in its sole discretion. Hiway makes no representation and does not warrant the safety of the Service and is not liable for any lost value or stolen property, whether or not Hiway was negligent in providing the proper security.

10. User content

You are solely responsible for any User Content submitted by you. You understand that all your communications via any component of the Service are public, and you have no expectation of privacy regarding such communications. You are responsible for complying with all laws applicable to your User Content. You agree not to submit to the Service, or transmit to other users of the Service, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually-oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, or rights of privacy or publicity). You will not provide inaccurate, misleading or false information to us or to any other User of the Service. If the information provided to us, or another user of the Service, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

We may, in our sole discretion and without notice, review and delete any User Content, but are under no obligation to do so. We have no responsibility for the conduct of any user in the Service, including any User Content submitted in the Service. We assume no responsibility for monitoring the Service for inappropriate content or conduct. Your use of the Service is at your own risk.

You represent and warrant that you have all necessary rights in and to any User Content that you submit within the Service, that such User Content does not infringe any proprietary or other rights of third parties, that all such content is accurate and will not cause injury to any person or entity, and that you will indemnify us and our employees, contractors, officers, directors, shareholders, agents, representatives, vendors, and content providers for all claims resulting from your submitted and posted



content. If any such materials incorporate the name, voice, likeness and/or image of any individual, you represent and warrant that you have the right to grant us permission to use any such name, voice, likeness and/or image of such individual appearing in the materials you post throughout the world in perpetuity.

You hereby grant us the sole and exclusive, irrevocable, sub-licensable, transferable, worldwide, royalty-free license to reproduce, modify, create derivative works from, publish, distribute, sell, transfer, transmit, publicly display, and use any User Content and to incorporate the same in other works in any form, media, or technology now known or later developed.

You further hereby grant to us the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content or your User Account, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner.

You acknowledge and agree that all User Content whether publicly posted or privately transmitted to the Service is at your sole responsibility and risk. We disclaim any responsibility for the backup and/or retention of any User Content transmitted to the Service.

11. Your interactions with other users

You are solely responsible for your interactions with other Users. You understand that we do not conduct criminal background checks or other screenings of our Users. We also do not verify the statements of our Users and make no representations or warranties as to the conduct of Users or their compatibility with any current or future User. We reserve the right to conduct any criminal background check or other screenings, at any time and using available public records.

We are not responsible for the conduct of any User. In no event shall we, our agents, affiliates, or partners be liable (directly or indirectly) for any losses or damages, whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to conduct of you or anyone else in connection with the use of the Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Users or persons you meet through the Service.



You agree to take all necessary precautions in all interactions with other Users in both online and in-person settings. You understand that we make no guarantees, either express or implied, regarding your compatibility with Users or other persons you encounter while in use of the Service or as a result of using the Service.

You may not use any portion of the Service to collect information, including login names, about other users, and the use of such information to send unsolicited e-mail or for any other purpose is strictly prohibited. You may not advertise any goods or services on any component of the Service, or otherwise exploit your participation on or through the Service for any commercial purpose.

12. Your personal information

Your submission of personal information through the Service is governed by our Privacy Policy.

13. Hiway, not a party

The Service provides a platform that enables Users to send Tokens directly to other Users. Users acknowledge and agree that Hiway is not a party to any communications, transactions, interactions, or agreements between its Users. Hiway does not, in any way, supervise, direct, or control Users and has no control over the conduct of any Users of the Service, or third parties related to any Users. Hiway disclaims all liability in this regard to the maximum extent permitted by law.

14. License restrictions

You agree that by using our Service, you are receiving a license to access, download, and use the Service in compliance with this Agreement, applicable laws, and any additional terms located within our Service which are hereby incorporated into this Agreement by reference. This license may be used by you only, and you are solely responsible and liable and agree to indemnify us to the fullest extent, including attorneys' fees and court costs, for any legal action or dispute that arises from the use of your license by someone other than you. You must not attempt to reverse engineer, redistribute, resell, or otherwise copy or manipulate our Service.

We may revoke our license to you at any time for any reason without notice or explanation, and we shall not, in any event, be liable to you for any losses suffered as a



result of any unanticipated cancellation of our Service. We will generally attempt to notify you prior to cancelling your access to our Service unless you have breached this Agreement or any applicable law, though we are not obligated to do so.

15. Third-party services

At times, the Service may allow you to connect to or communicate with other apps, websites, or services owned, operated, or controlled by third-parties, including those linked to by other Users (“Third-Party Services”). Links to Third-Party Services are offered strictly for informational and convenience purposes and should not be construed as referrals or endorsements by us of the Third-Party Services. The Third-Party Services are developed and maintained by the respective third parties and are governed by their own terms of service and privacy policies. You should read the privacy policies and terms of service agreements of all Third-Party Services. We are not responsible for the content of Third-Party Services, nor do we make any warranties or representations with regard to the content, accuracy, opinions, warranties, products or services, privacy or security, intellectual property compliance, or links of such Third-Party Services.

16. Errors and inaccuracies

We make every effort to provide complete, accurate, and up-to-date information on our Service. Unfortunately, it is not possible to ensure that any service is completely free of human or technological errors. Occasionally, our Services may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to change or update information at any time without prior notice.

We assume no obligation to update, amend, or clarify information in the Service or any Third-Party Service (as defined below), including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any Third-Party Service should be taken to indicate that all information in the Service or on any Third-Party Service has been modified or updated.



17. Server downtime

Our Service may become unavailable from time to time due to security reasons, legal reasons, technical updates, or other reasons. You agree that we are not obligated to inform you of such downtime—even if we are aware that it may occur—or to provide a reason for it and that you release us from all liability relating to the unavailability of our Service.

18. Our copyright

We rely on the uniqueness of its Service and content to distinguish itself from third-party competitors. You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on the Service, including content licensed to us by third parties, without receiving our prior written permission.

19. Trademarks

Hiway, Hiway.io, WAY, and WAY Token are trademarks used by us to uniquely identify our Service and business. You agree not to use these phrases anywhere without our prior written consent. Additionally, you agree not to use our trade dress or copy the look and feel of our Service or its design, without our prior written consent. You agree that this paragraph goes beyond the governing law on intellectual property law, and includes prohibitions on any competition that violates the provisions of this paragraph, including starting your own service, whether or not it competes directly or indirectly with us or our Service.

20. Revocation of consent

We may revoke our consent for your use of our intellectual property, or any other permission granted to you under this Agreement, at any time. You agree that if we so request, you must take immediate action to remove any usage of our intellectual property that you may have engaged in, even if it would cause a loss to you.



21. Copyright & trademark infringement

We take copyright infringement very seriously, if you believe that your copyright has been infringed, please send us a message which contains:

Your name.

The name of the party whose copyright has been infringed, if different from your name.

The name and description of the work that is being infringed.

The location on our App of the infringing copy.

A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.

A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification electronically and send it to our Copyright Agent at contact@Hiway.io.

Although Dutch law does not provide for a similar procedure for trademark infringement, we recommend that you send us similar information to that above in regard to any allegation of trademark infringement, and we will address it as soon as practicable.

22. Communications decency act and constitutional protection

Similar to the DMCA provisions above, United States law includes Section 230 of the Communications Decency Act and the First Amendment to the Constitution of the United States, create a defense for us for the actions of third parties in regard to any defamatory content posted on our Service. Although we are not liable for defamatory words posted on our Service by our Users even if given notice, we do prohibit defamation under this Agreement and we may if we believe the situation warrants it, take action against the offending User. Please notify us at contact@Hiway.io if any of our Users have posted anything that you believe is defamatory. Note that administrators and management should, ideally, be the first party you contact in response to any defamation by another User.



23. Representations & warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT. TO THE EXTENT THAT APPLICABLE LAW RESTRICTS THIS RELEASE OF LIABILITY, YOU AGREE THAT WE ARE ONLY LIABLE TO YOU FOR THE MINIMUM AMOUNT OF DAMAGES THAT THE LAW RESTRICTS OUR LIABILITY TO, IF SUCH A MINIMUM EXISTS.

YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU, HACKERS OR OTHER MALICIOUS GROUPS OR ORGANIZATIONS THAT MAY ATTEMPT TO INTERFERE WITH THE PLATFORM OR THE TOKENS, INCLUDING, BUT NOT LIMITED TO, MALWARE ATTACKS, DENIAL OF SERVICE ATTACKS, CONSENSUS-BASED ATTACKS, SYBIL ATTACKS, SMURFING AND SPOOFING.

WE ARE NOT RESPONSIBLE FOR ANY ACTIONS BY AN ADMINISTRATOR, MANAGER, EMPLOYEE, OR OTHER USER WHICH MAY CAUSE HARM TO YOU, EVEN IF WE BECOME AWARE IN ADVANCE THAT SUCH ACTIONS MAY OR WILL OCCUR AND DO NOT NOTIFY YOU.

WE ARE NOT RESPONSIBLE FOR ANY ERRORS IN INFORMATION PROVIDED THROUGH OUR SERVICE OR ANY OTHER DAMAGE THAT MAY ARISE FROM SUCH CONTENT.

WE ARE NOT LIABLE FOR ANY FAILURE OF THE SERVICES PROVIDED BY OUR SERVICE OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS WHICH PREVENT ACCESS TO OUR SERVICE TEMPORARILY OR PERMANENTLY.

THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS "REPRESENTATIONS & WARRANTIES" SECTION SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible



by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

Those who access or use the Service from other jurisdictions not in the United States do so at their own volition and are entirely responsible for compliance with all applicable United States, foreign, and local laws and regulations, including but not limited to export and import regulations. You promise and agree to use the Service in strict compliance with any local, domestic, national, and/or territorial laws, rules, and regulation that are or may be applicable.

24. Indemnification

You agree to indemnify and hold harmless us and any of our affiliates, employees, officers, directors, agents, successors, and assigns for any claims by you or any third party which may arise from or relate to this Agreement or the provision of our Service to you, including any damages caused by your use of our Service, or the permitted use by others of your license and User Account. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.



25. Assignment

We may assign or delegate this Agreement and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any unauthorized assignment and delegation by you is ineffective.

26. Choice of law

This Agreement shall be governed by the laws in force in The Netherlands. The offer and acceptance of this contract are deemed to have occurred in The Netherlands.

27. Forum of dispute

You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. In addition, you agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action. The arbitrator does not have the power to vary these provisions.

Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court of competent jurisdiction in The Netherlands, seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's or a third party's intellectual property rights.

You agree that any cause of action arising out of or related to the service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action shall be permanently barred.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so.

You agree that any Dispute that, for whatever reason, is deemed not subject to the jurisdiction requirements set forth above shall be subject to exclusive jurisdiction in the state or federal courts of The Netherlands.



28. Force majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

29. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, we shall have the sole right to elect which provision remains in force.

30. Non-waiver

We reserve all rights afforded to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

31. Termination & Cancellation

We may terminate your access to our Service at our discretion without explanation, though we will strive to provide a timely explanation in most cases. Under no circumstances, including termination or cancellation of our Service to you, will we be liable for any losses related to the actions of other Users.



32. Assignment of rights

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.