

## **Terms and Conditions**

### NETWARM LTD Website and Services

January, 2023

PLEASE READ THE FOLLOWING CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

These Terms and Conditions along with Privacy Policy, AML/KYC Policy any amendments and annexes thereof constitute a legally binding agreement for the provision of services of NETWARM (the “Terms”) govern your use of NETWARM’s Websites and Services. For the purposes of these Terms, “Websites” refers to <https://my.hyperguard.network> , <https://hyperguard.network>, as well as the other websites that NETWARM operates and that link to these Terms, and “The Service” means NETWARM’s products and services that are publicly available - Telegram - @hyperguard\_service. If you do not agree to these Terms, you must not access or use our Websites or Services and accept this Agreement.

By signing up to an account at Websites, or any associated websites, APIs, mobile applications, including any URLs operated by Websites, you agree that you have carefully and thoroughly read, understand, and accept all of the terms and conditions contained in this Terms including our Privacy Policy.

The Terms contains crucial information regarding your rights and obligations, as well as conditions, limitations and exclusions that might apply to you. We kindly recommend you to read it carefully.

If there is a conflict between these Terms and additional terms applicable to a given Website or Service, the additional Terms will control for that conflict.

#### 1. ELIGIBILITY

By agreeing to these Terms, you represent and warrant to us:

- (i) that you are at least eighteen (18) years of age;
- (ii) that you have not previously been suspended or removed from the Websites and Services and
- (iii) that your use of the Websites and Services is in compliance with any and all applicable laws and regulations.

#### 2. KYC\AML AML/KYC Policy. GRANT TO NETWARM

2.1. By submitting, posting, or publishing your content, suggestions, enhancement requests, recommendations, feedback, information, data, or comments (“Content”) to any Website or Service, you are granting NETWARM a perpetual, irrevocable, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to use, incorporate, exploit, display, perform, reproduce, distribute, and prepare derivative works of your Content.

2.2. You will retain ownership of your Content, however, any use of your Content by NETWARM may be without any compensation paid to you. By submitting, posting, and publishing your Content, you represent and warrant that your Content, does not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) slander, defame, or libel any third-party.

2.3. The Service have the right to carry out additional checks of the User's information and request any necessary documentation for any reason related to his use of the Service and/or as

supporting evidence for any information that the User provides to the Service (for example, a request for screenshots, video confirmations, screenshots, etc.) directly from the User or from third-party providers, such as AML/KYC service providers and/or third-party payment services providers (i.e. acquiring service providers, etc.)/

2.4. NETWARM service operates on the basis of the legislation of The United Kingdom of Great Britain and Northern Ireland, as well as ratified international agreements:

2.4.1. Guidance for a risk-based approach to virtual assets and virtual asset service providers (FATF);

2.4.2. 5AMLD EU - Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138 / EC and 2013/36 / EU (Text with EEA relevance).

2.4.3. Proceeds of Crime Act 2002.

2.4.4. Terrorism Act 2006.

2.4.5. Terrorism Prevention and Investigation Measures Act 2011.

2.4.6. Sanctions and Anti-Money Laundering Act 2018.

2.4.7. Sanctions 2022

2.5. Actual legislation <https://www.legislation.gov.uk/> - This website is managed by The National Archives on behalf of HM Government. Publishing all UK legislation is a core part of the remit of the Keeper of Public Records (in his capacity as the King's Printer of Acts of Parliament and Government Printer of Northern Ireland) and the King's Printer for Scotland.

2.6. In order to minimize the risks of legalization (laundering) of funds and financing of terrorism, the Service reserves the right to refuse to provide services at any stage if it is assumed that the request is in any way related to the purposes of legalization (laundering) of funds, financing of terrorism or other illegal activity in accordance with the legislation of the state where the Service is located, the state of which the User is a resident, or in accordance with international legislation.

2.7. Verification of the User's identity and his phone number on the Service is optional. The lack of verification does not impose restrictions / limits on the User's account. A profile marked "Verified" is more credible to other Users.

Having a verified User's phone number reduces the risk of fraudulent actions on the part of participants in transactions.

2.8 To get the "Verified" mark, you need to contact the Service support [admin@netwarm.org](mailto:admin@netwarm.org), by sending an e-mail message with the subject "Verification".

2.9. The protection of personal data of Users is provided by the Service in accordance with the current legislation of the state where the Service is located and the The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).

2.10 The methods of processing and protecting the personal data of Users are governed by the Regulation on the processing and protection of personal data published on the Service website.

2.11. In case of detection of falsification (compromise) of communication flows or any negative impact on the normal operation of the Service's program code, which is directly or indirectly related to the User's Application, the execution of the Application by the Service is suspended.

### 3. INFRINGEMENT AND ABUSE

With respect to the Services, NETWARM operates pass-through network services used to improve network performance, not hosting provider services and as such, we have no way of removing improper or infringing material from our users' websites, third party sites or their hosting services. NETWARM has no control over any decentralized name registries, and cannot remove material that is accessible through the Distributed Web Gateway. Copyright holders or their agents concerned with material served through NETWARM's network should submit a notification of claimed copyright infringement or other abuse through our automated form located at <https://my.hyperguard.network> ,

<https://hyperguard.network>. If you would prefer not to use our complaint submission form, you may mail your complaint to: [admin@netwarm.org](mailto:admin@netwarm.org)

When submitting abuse reports, please provide detailed information supporting your complaint as well as an affidavit attesting to its validity. Please bear in mind that unless you have requested us not to share your information through the opt-out procedure described on our abuse page, NETWARM may provide copies of, or information from your notification or complaint to anyone it considers appropriate, including but not limited to the NETWARM user whom the notification or complaint relates to, the NETWARM user's hosting provider, website operator and visitors of NETWARM's own website. For more information about how NETWARM handles complaints please claim Service support [admin@netwarm.org](mailto:admin@netwarm.org).

If you intend to automate the process by which you submit abuse reports, you will need to request access to an abuse API token. If you are granted an abuse API token, you agree not to disclose or provide the abuse API token to any person or entity other than to yourself or your organization's employees, or use the API or API token in any manner prohibited under Section 7 below. You understand that NETWARM may suspend or revoke an abuse API token at any time in NETWARM's reasonable discretion.

#### 4. TERMINATION OF USE; DISCONTINUATION AND MODIFICATION OF THE WEBSITES AND SERVICES.

We may at our sole discretion suspend or terminate your access to the Websites and/or Services at any time, with or without notice for any reason or no reason at all. We also reserve the right to modify or discontinue the Websites and/or Services at any time (including, without limitation, by limiting or discontinuing certain features of the Websites and/or Services) without notice to you. We will have no liability whatsoever on account of any change to the Websites and/or Services or any suspension or termination of your access to or use of the Websites and/or Services.

#### 5. THIRD-PARTY WEBSITES

The Websites and Services may contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content.

#### 6. OWNERSHIP; PROPRIETARY RIGHTS

The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Websites and Services (the "Materials") provided by NETWARM are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Websites and Services are the property of NETWARM or our third-party licensors. Except as expressly authorized by NETWARM you may not make use of the Materials. NETWARM reserves all rights to the Materials not granted expressly in these Terms.

#### 7. PROHIBITED USES

As a condition of your use of the Websites and Services, you will not use the Websites or Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Websites or Services in any manner that could damage, disable, overburden, disrupt or impair any NETWARM servers or APIs, or any networks connected to any NETWARM server or APIs, or that could interfere with any other party's use and enjoyment of any Websites or Services. You may not transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of Websites or Services. You may not exceed or circumvent, or try to exceed or circumvent, limitations on the Websites or Services, including on any API calls, or otherwise use the Websites or Services in a

manner that violates any NETWARM documentation or user manuals. You may not attempt to gain unauthorized access to any Websites or Services, other accounts, computer systems, or networks connected to any NETWARM server or to any of the Websites or Services through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Websites or Services. You may not use the Websites or Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US, UK or other countries).

NETWARM retains the right (but not the obligation) to block content from its Distributed Web Gateway that NETWARM determines (in its sole discretion) to be illegal, harmful, or in violation of these Terms. For these purposes, illegal or harmful content includes but is not limited to: (a) content containing, promoting, or facilitating child sexual abuse material or human trafficking; (b) content that infringes on another person's intellectual property rights or is otherwise unlawful; (c) content that discloses sensitive personal information, incites or exploits violence, or is intended to defraud the public; and (d) content that seeks to distribute malware, facilitate phishing, or otherwise constitutes technical abuse

## 8. INDEMNITY

You agree that you will be responsible for your use of the Websites and Services, and you agree to defend, indemnify, and hold harmless NETWARM and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "NETWARM Entities") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (i) your access to, use of, or alleged use of the Websites and Services; (ii) your violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

## 9. DISCLAIMERS; NO WARRANTIES

THE WEBSITES AND SERVICES ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE NETWARM ENTITIES HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET THE CONTENT OR DATA APPEARING ON THE WEBSITES AND SERVICES. AS SUCH, YOUR USE OF THE WEBSITES AND SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE NETWARM ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE WEBSITES AND SERVICES AND EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 10. LIMITATION OF LIABILITY

IN NO EVENT WILL THE NETWARM ENTITIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE WEBSITES AND SERVICES OR ANY

MATERIALS OR CONTENT ON THE WEBSITES AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE NETWARM ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

## 11. GOVERNING LAW

NETWARM LTD a company registered under the laws of The United Kingdom of Great Britain and Northern Ireland, with Registration No 14411791 The Registrar of Companies for England and Wales, represented by the Director Pavels Klujevs. These Terms will be governed by the laws of The United Kingdom of Great Britain and Northern Ireland without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and NETWARM agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within The UK for the purpose of litigating all such disputes.

## 12. CHANGES TO THESE TERMS

NETWARM reserves the right to make modifications to these Terms at any time. Revised versions of these Terms will be posted to this Website. Unless otherwise specified, any modifications to the Terms will take effect the day they are posted to this Website. If you do not agree with the revised Terms, your sole and exclusive remedy will be to discontinue your use of the Websites and Services.

## 13. GENERAL

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and NETWARM regarding your use of and access to the Websites and Services. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of particular provisions. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. You acknowledge that the Websites and Services are not intended to be technology protection measures that will help you comply with the UK General Data Protection Regulation (GDPR) or Data protection impact assessments (DIPA). Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Section 2 and Sections 7 through 13.

## 14. ENGLISH LANGUAGE CONTROLS

Non-English translations of this Policy are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

## 15. CONTACT INFORMATION

NETWARM LTD.  
27 Old Gloucester Street, London  
Service support: [admin@netwarm.org](mailto:admin@netwarm.org)

Telegram - @hyperguard\_service