

ATLETA TERMS OF USE

1. Subject matter

- 1.1. Atleta Technologies (herein referred to as the "Company," "we," "us" or "our") provides and makes available this website (the "Website"). All use of the Website is subject to the terms and conditions contained in this Terms of Use, a legally binding agreement between you and us (the "Agreement"). Please read this Agreement carefully. By accessing, browsing or otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Website.
- 1.2. We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Website represents that you have accepted such changes.
- 1.3. The Website is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Website or use the Services without parental permission.
- 1.4. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo; and (ii) you have not been identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access and use of the Service in such country, territory or jurisdiction does not violate any applicable laws.
- 1.5. You bear the sole responsibility to determine what tax implications your use of the Website; and
- 1.6. All of the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of these attestations and notwithstanding the use by you of the Website.

2. Use of the Website

- 2.1. This Website contains material, including but not limited to software, text, graphics and images (collectively referred to as the "Content"). You acknowledge that the Company owns all the materials produced by the Company for the Website (collectively referred to as the "Company Content"). The Company hereby grants you a worldwide, non-exclusive, sublicensable, assignable, royalty-free, perpetual, irrevocable right (including moral rights) and license to use, reproduce, distribute, create derivative works based on, and/or display such Company Content. You agree that if you exactly reproduce a materially significant portion of any Company Content that you will provide attribution to the Company as the author of such Company Content.
- 2.2. Notwithstanding the foregoing, the trademarks and logos of the Company (the "Company Trademarks") used and displayed on this Website are registered and unregistered trademarks of the Company. Other company, product, and service names located on the Website may be trademarks or service marks owned by third parties (the "Third-Party Trademarks", and, collectively with the Company Trademarks, the "Trademarks"). Nothing on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Website without the prior written consent of the Company specific for each such use. The Trademarks may not be used to disparage the Company or the applicable third-party, the Company's or third-party's products or services, or in any manner (in the Company's sole reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless the Company approves the establishment of such a link by prior written consent. All goodwill generated from the use of any Company Trademark shall inure to the Company's benefit.
- 2.3. You agree not to:
 - 2.3.1. take any action that imposes an unreasonable load on the Website's infrastructure;
 - 2.3.2. use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website;
 - 2.3.3. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Website; or

- 2.3.4. delete or alter any material posted on the Website by the Company or any other person or entity.
- 2.4. The Website may contain links to third-party websites ("External Websites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. The content of such External Websites is developed and provided by others. You should contact the site administrator or Webmaster for those External Websites if you have any concerns regarding such links or any content located on such External Websites.
- 2.5. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of any materials on such External Websites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access any External Websites, you do so at your own risk.

3. Limitation of Liability and Disclaimer of Warranties

- 3.1. THE COMPANY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. THE COMPANY PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEBSITE AND THE CONTENT AT YOUR OWN RISK.
- 3.2. THE COMPANY PARTIES DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO COMPANY PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.
- 3.3. THE WEBSITE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.
- 3.4. IN NO EVENT SHALL ANY COMPANY PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.5. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN SUCH JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU, AND THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

4. Indemnification

- 4.1. You agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or Website. The Company shall provide notice to you of any such claim, suit, or proceeding. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting the Company's defense of such matter.

5. Termination of the Agreement

- 5.1. The Company reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website or the Content at any time and for any reason without prior notice or liability. The Company reserves the right to change, suspend, or discontinue all or any part of the Website or the Content at any time without prior notice or liability.

- 5.2. Sections 2 (Use of the Website), 3 (Limitation of Liability and Warranty), 4 (Indemnification), 5 (Termination of Agreement), and 7 (Miscellaneous) shall survive the termination of this Agreement.

6. Applicable Laws compliance

- 6.1. We make no claims concerning whether the Website may be downloaded, viewed, or be appropriate for use in all countries or jurisdictions. You are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

7. Miscellaneous

- 7.1. This Agreement is governed by the internal substantive laws of the Seychelles, without respect to its conflict of laws provisions.
- 7.2. You expressly agree to submit to the exclusive personal jurisdiction of the courts sitting in the Seychelles.
- 7.3. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 7.4. Failure of the Company to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement.
- 7.5. No waiver shall be effective against the Company unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.
- 7.6. Except as expressly agreed by the Company and you, this Agreement constitutes the entire Agreement between you and the Company with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.
- 7.7. The section headings are provided merely for convenience and shall not be given any legal import.
- 7.8. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Last amended on: May 17, 2024