

## Terms and Conditions of Use

We are the Agency for the Future GmbH, with registered office in Köpenicker Chaussee 3a, 10317 Berlin, and we operate the website <https://lukso.partners/>

These Terms and Conditions of Use (the "Terms") govern your access to and use of the Agency for the Future GmbH services and [lukso.partners](https://lukso.partners/) website (the "Service"). Please read these Terms carefully before using the Service. By accessing or using the Service, you agree to be bound by these Terms.

When we refer to "we", "us" or "our", we mean Agency for the Future GmbH and its affiliates. When we refer to "you" or "your" we mean you, the person accessing or using our Website.

### 1. Acceptance of Terms

By accessing or otherwise using the Service, you agree to comply with these Terms, without limitation or qualification. If you do not accept these Terms, please refrain from using the Service.

### 2. Privacy Policy

Your use of the Service is also governed by our Privacy Policy.

### 3. The Service

The Service is made available free of charge. We do not provide a guarantee that the Service, or any content available on it, will always be accessible or uninterrupted. Access to our Website is granted on a temporary basis. We reserve the right to suspend, withdraw, discontinue, update or modify all or any part of the Service and/or change its content on it at our discretion at any time without notice.

It is your responsibility to make all necessary arrangements to access the Service. You are also accountable for ensuring that all individuals accessing the Service through your internet connection are aware of and adhere to these Terms and that they comply with them.

WE DO NOT GUARANTEE THAT THE WEBSITE, OR ANY CONTENT AVAILABLE ON IT, WILL BE FREE FROM ERRORS OR OMISSIONS. WE MAKE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE WEBSITE; HOWEVER, WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, CONCERNING SUCH INFORMATION.

The Service and its content on it are intended for general information purposes only. They are not construed as advice upon which you should rely. Before taking any action or refraining from it based on the content of the Service, you must seek professional or specialist advice.

### 3. Access to your Data

If the Service requires you to create an account or register or to provide access to specific data, you agree to provide accurate, current, and complete information during the registration process. You are responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account.

#### 4. User Conduct

You agree to use the Service in accordance with all applicable laws and regulations. You will not engage in any activities that may disrupt or harm the Service or other users.

#### 5. Intellectual Property

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THE SERVICE IS PROVIDED "AS IS." WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, OR AVAILABILITY OF THE SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ANY WARRANTIES.

IN PARTICULAR, BUT WITHOUT LIMITATION, WE ARE NOT LIABLE FOR AND SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM THE USE OF THE SERVICE.

IN PARTICULAR, BUT WITHOUT LIMITATION, WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES BY ANY THIRD PARTY, ACTS OR OMISSIONS OF OUR AUXILIARY PERSONS AND SUBCONTRACTORS, SIMPLE NEGLIGENCE.

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM

(A) YOUR USE OR INABILITY TO USE THE THE SERVICE,

(B) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN,

(C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE THE SERVICE,

(D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY,

(E) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE.

THE SERVICE MAY CONTAIN THIRD-PARTY CONTENT OR LINKS TO THIRD PARTY WEBSITES OR APPLICATIONS FOR YOUR CONVENIENCE ONLY. YOU UNDERSTAND THAT YOUR USE OF ANY THIRD PARTY WEBSITE OR APPLICATION IS SUBJECT TO ANY TERMS OF USE AND/OR PRIVACY NOTICES PROVIDED BY SUCH THIRD PARTY. WE ASSUME NO RESPONSIBILITY FOR THIRD-PARTY CONTENT OR LINKS TO THIRD PARTY WEBSITES OR APPLICATIONS TO WHICH WE LINK FROM OUR WEBSITE. SUCH LINKS SHOULD NOT BE INTERPRETED AS ENDORSEMENT BY US OF THOSE LINKED WEBSITES OR APPLICATIONS. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM.

THE EXCLUSION OF LIABILITY UNDER THESE TERMS OF USE SHALL NOT APPLY IF THE DAMAGE IS CAUSED WILLFULLY OR BY GROSS NEGLIGENCE BY US OR UNLESS WE SHOULD BE LIABLE OTHERWISE PURSUANT TO MANDATORY LEGAL PROVISIONS SUCH AS PRODUCT LIABILITY PROVISIONS. MOREOVER, THE EXCLUSION OF LIABILITY DOES NOT APPLY TO DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH (PERSONAL INJURIES).

#### 7. Termination

We may suspend or terminate your access to the Service at our sole discretion. Upon termination, you must cease using the Service.

#### 8. Changes to Terms

We reserve the right to modify or replace these Terms at any time. The most recent version will be posted on our website, and your continued use of the Service constitutes acceptance of the revised Terms.

#### 9. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

All disputes arising out of or in connection with these Terms of Use shall be exclusively submitted to the courts of Berlin, Germany.

#### 10. Contact Information

If you have any questions about these Terms, please contact us at [support@lukso.partners](mailto:support@lukso.partners).