

## **TERMS OF USE**

Last update: 07.09.2023

### **INTRODUCTION**

("TON Diamonds", "Company", "us", "we", "our") is a digital art marketplace operating on The Open Network blockchain ("TON") for high quality NFT collections and digital artists with privileges for holders.

Any natural person or legal entity which uses the TON Diamonds Platform/Services (as defined hereunder) may be referred to in these Terms as the "User", "you", "yours".

These terms of use (the "Terms") make a contract entered into by and between you and TON Diamonds and govern access to our website <https://ton.diamonds> (the "Website", the "Platform"), our software, content, special tools, technologies, products, or functionality of our Platform, including but not limited to, processes of creating, buying, selling, trading digital assets (the "Services").

TON Diamonds provides Services solely to ensure that Users have a technical solution to create, buy, sell, and trade digital assets and never participates in any deals, unless otherwise specified hereunder.

All digital assets, including NFTs (the "Offerings", the "Products", the "Goods", the "Assets") displayed on the Platform and offered for purchase or trade, are offered to you by other Users, unless otherwise specified.

### **RISK DISCLOSURE**

Before using the Services provided by TON Diamonds, you understand and agree:

- 1) You have sufficient knowledge and experience in purchasing of non-fungible tokens ("NFT") and understand the risks associated with purchasing of NFT, including but not limited to the fact that: the price of NFT fluctuates significantly and may even drop to zero;
- 2) Any information provided by TON Diamonds (including but not limited to information on the Website or any campaign information) cannot be deemed as TON Diamonds is advising you to buy NFT. If you have questions related to NFT, you should consult with industry professionals. Any information provided by TON Diamonds (including but not limited to information on the Website or any campaign information) should not be deemed as TON Diamonds acting as professional and providing you advice;
- 3) You are obliged to keep abreast of the laws and regulations regarding activities affecting NFT in your country or region, and to comply with them.

NFT RISK NOTICE. THE PRICES AND VALUE OF NFTS MAY FLUCTUATE SIGNIFICANTLY. YOU ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE RISKS ASSOCIATED WITH PURCHASING AND SELLING NFTS.

PLEASE READ THESE TERMS CAREFULLY BEFORE ANY USE OF OUR PLATFORM OR SERVICES, AS THEY AFFECT YOUR LEGAL RIGHTS. BY ACCEPTING THESE TERMS ELECTRONICALLY (FOR EXAMPLE, BY CLICKING "I AGREE" OR SIMILAR WORDING), ACCESSING OUR PLATFORM, LOGGING IN WITH YOUR DIGITAL WALLET ON THE PLATFORM, OR BY ANY OTHER WAY OF INTERACTING WITH OUR PLATFORM OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL DOCUMENTS OR POLICIES MENTIONED HEREINAFTER. YOU CANNOT ACCEPT THESE TERMS IN PART. IF YOU DO NOT AGREE WITH ALL OR A PART OF THESE TERMS, YOU MUST NOT ACCESS OUR PLATFORM OR SERVICES.

We reserve the right to update these Terms at any time and without any prior notice at our sole discretion. By continuing to use our Platform or Services (in whatever form mentioned in these Terms), you agree to the revised Terms on the same conditions as you accepted them at the beginning.

## **1. DESCRIPTION OF SERVICES**

The TON Diamonds Services allows Users to create, buy, sell, and trade NFT through smart contracts.

TON Diamonds is an intermediary between Users of the Platform and cannot be considered a party to any contract entered into by Users. Relationships between Users are subject to separate agreements.

You cannot address any claims against us regarding Products purchased on the TON Diamonds Platform. We accept no responsibility for the legitimacy, authenticity, or other characteristics of any Product listed, created, traded, or sold on our Platform. All transactions and operations are made by Users at their own risk.

You agree that TON Diamonds has no obligation to become involved in any proceedings (according to any laws and court proceedings as well) that may occur between Users of the Platform or between Users and any third parties (including government structures).

TON Diamonds does not accept responsibility for the availability of any content, products, services, offerings, goods, or assets represented on the Platform.

TON Diamonds will not be liable for any failure to support work and the availability of any of its Services or Platform, as well as for any loss or damage resulting from such failure.

## **2. WHO MAY USE OUR PLATFORM AND SERVICES**

You may use our Services only if you can form a binding contract with TON Diamonds.

You are not allowed to use or to have access to our Services/Platform if you are under the age of 18 or the legal age established under applicable laws for entering into binding contracts. If you are the parent or legal guardian of a child younger than 18 years of age (a “Minor”), you may allow such Minor to use the Services solely through your account and with your approval and oversight. You, as the Account holder, are responsible for all actions occurring through your Account, including all financial charges and legal liability associated with such Account, even if such charges or liability are incurred by a Minor. You agree to indemnify TON Diamonds for your Minor’s violation or disaffirmation of the Terms.

You may be required to pass applicable KYC/AML verification in order to receive access to our Services/Platform or to complete certain transactions.

Users are solely responsible for complying with all laws applicable to them.

You warrant that you are not located in any restricted jurisdiction that is subject to any applicable sanctions preventing TON Diamonds from providing you with access to the Services.

Your location is determined by your physical location at the time of accessing our Services/Platform.

### **3. ACCESSING THE PLATFORM AND SERVICES**

You may start to use our Platform and Services with your existing TON Wallet, Tonkeeper, OpenMask, MyTonWallet, Tonhub, TonFlow, DeWallet, XTONWallet or any other allowed wallet (the “Wallet”) through the TON Connect API wallet connect technology.

Certain types of transactions can be completed without connecting your Wallet to our Website.

When signing in with your Wallet on the Platform, please keep in mind that this occurs with third-party services, and we cannot guarantee your security or our liability for any damage or loss that may occur as a result of such interaction.

We have no access to your Wallet or its contents (crypto, NFTs, etc.).

By using our Services, you guarantee that you fully accept and understand the following rules:

- You will not share access to the Wallet which was connected to the Platform or any related data (especially, if it may lead to any transactions) with any third party, unless expressly permitted by us;
- You are fully responsible for all activities involving your Wallet on our Platform, even if they are carried out by third parties.

To prevent any additional risks, avoid using any technical options that allow you to save your password/recovery phrases or may lead to unauthorized access to your Wallet (for example, auto-filling in browser, saved password, etc.). You must log out after any session on our

Platform from any device. If you fail to comply with these requirements, TON Diamonds will be released from liability regardless of what other conditions appear in this case.

You are fully responsible for the security of your Wallet that was connected to the Platform, including any unauthorized transactions:

- You are aware that TON Diamonds charges fees for its Services. Every transaction you make on the Platform will automatically include all applicable fees/royalties. You will not be allowed to proceed with any transactions unless you are able to cover applicable fees/royalties;
- For certain transactions, TON Diamonds may require authorization of a certain amount of funds before proceeding with any further activity.

In order to be able to purchase, list, or create Products on the Platform, you may need to allow TON Diamonds to authorize funds in advance for certain types of transactions.

TON Diamonds reserves the right at any time, at our sole discretion, to immediately suspend/block/freeze/cancel access to our Platform/Services for any User at any time and without any further explanation.

We reserve the right, at any time and at our sole discretion, to freeze/block your Products listed on the Platform for any required time period.

We keep the right to request additional documents to verify your identity and proceed with any additional checking procedures at any time.

#### **4. TERMS OF SALE**

TON Diamonds has no responsibility for any Products listed, sold, traded, or created by Users on the Platform. We have no legal or any other means of verifying and ensuring the legality, authenticity, or any other qualities of any Product displayed on the Platform.

All transactions on TON Diamonds are carried out with the use of smart contracts based on the TON blockchain.

You agree with and understand all the risks associated with blockchain operations, and you entirely realize that we have no control over any transactions on the blockchain. All transactions made by Users are carried out at their sole discretion and at their own risk.

A User agrees and understands that when he purchases an NFT on the Platform, he only gets a unique digital token which is associated with a piece of content but does not get any legal rights on the content. By purchasing an NFT, a User does not receive any underlying intellectual property rights to such a piece of content itself or any intellectual property rights therein. The User does not have any legal ownership, rights, or title to any copyrights, trademarks, or other intellectual property rights associated with such a piece of content.

After purchasing an NFT, the information regarding the transfer of ownership will be saved on the blockchain, and you will be able to view this data directly on the TON Diamonds Website in the relevant sections.

By proceeding with any transaction, the User agrees to pay all applicable fees and royalties. Products listed on the Platform are available for purchase at the listed price.

All transactions are final. We do not provide refunds for any Products or for any fees and royalties charged under any circumstances.

TON Diamonds never participates in the transfer of Products and cannot be considered a Party to any agreement between a Buyer and a Seller.

TON Diamonds accepts no responsibility for any loss or damage that might be caused by any errors or failure of Platform/Services.

## **5. AUCTION**

TON Diamonds offers a single, open auction format where all participants can view each other's bids. In this auction, you have the freedom to submit a bid at your chosen minimum amount, and the ultimate winner will be the individual who presents the highest bid.

This transparent system enables users to take part in NFT transactions, with the auction concluding once the highest bidder is identified.

## **6. GLINT COIN**

The User is required to open a Wallet in order to purchase and use Glint Coin, which serves as both a cryptocurrency asset and a jetton, a token issued on the TON blockchain. This versatile asset can be employed for the procurement of specific items or for engaging in NFT trading, all in strict accordance with the directives delineated by TON Diamonds.

It is crucial to emphasize that Glints Ltd., with its registered address at House of Francis, Room 303, Ile Du Port, Mahe, Seychelles, assumes the role of the entity responsible for the issuance of Glint Coin.

The User may transfer Glint Coin to and from other Wallet addresses in accordance with these Terms and to the extent provided in these Terms.

The User shall appropriately manage the Glint Coin obtained through the Website and related services, etc.

## **7. USE OF GLINT COIN**

The User may use Glint Coin to purchase NFTs in accordance with the Terms, within the limits of the balance held, in such a manner as specified by the TON Diamonds.

In the event that the User purchases NFTs, the amount of Glint Coin required for the transaction shall be deducted from the balance of the User's Wallet accordingly. The User should ensure that the Wallet has sufficient balance of Glint Coin or the transaction may be declined.

The Users are solely responsible for the access to, and control over, the management of their Glint Coin.

The User shall not lend, sell, gift, or otherwise transfer Glint Coin to a third party on the Website in a manner contrary to the provisions of these Terms.

The use of the Glint Coin shall be subject to any such other terms, conditions, restrictions, limitations or requirements as may be imposed by TON Diamonds at any time and in its sole discretion.

## **8. STAKING OF GLINT COIN**

Subject to these Terms, the User may use the Services to stake Glint Coin for the purpose of earning staking rewards. The details of staking shall be set forth on the administration screen for staking provided by TON Diamonds. In the event that there are any changes to staking, TON Diamonds shall display the revised stipulations on the administration screen of staking, and the User shall be deemed to have agreed to the revised stipulations by continuing to engage in staking after the said changes, regardless of whether or not the User is aware of the revised stipulations on the administration screen.

## **9. FARMING OF GLINT COIN**

The Glint Coin farming program enables the Users to hold a TON Diamonds NFT while earning Glint Coins in return. To initiate NFT farming, the Users must have a cryptocurrency wallet and a TON Diamonds NFT they wish to deposit to earn rewards. The NFT is deposited into an NFT farming pool, and the Users start earning rewards.

The daily yield of Glint Coins from a TON Diamonds NFT depends on the rarity of the NFT. Rarer NFTs generally yield more Glint Coins. The Users can also increase their farming rate by completing challenges, which may involve collecting additional TON Diamonds NFTs. These challenges can temporarily boost the yield rate.

Specific terms and conditions governing farming, including yield rates, challenge mechanics, and other relevant information, will be accessible to the Users through the administration screen provided by TON Diamonds.

By participating in the Glint Coin farming program, the Users agree to adhere to any such other terms, conditions, restrictions, limitations or requirements as may be imposed by TON Diamonds at any time and in its sole discretion. The Users are responsible for ensuring compliance with applicable laws, including tax regulations and other legal obligations in their respective jurisdictions.

## **10. GENERAL AUCTION RULES**

You may submit a minimum starting price of 1 (one) Toncoin, but the profit from sales must be sufficient to cover all the applicable fees.

You decide the length of the auction which can range from one hour to 7 (seven) days.

The Seller can only accept the highest bid, exclusively, as the winning bid when the auction timer expires. In such circumstances, the User associated with the highest bid will be acknowledged as the auction winner and will be required to fulfill the payment obligation.

All bids are irrevocable and must be preauthorized. When you place a bid, it is reserved within a smart contract. It's essential to emphasize that this reservation of your bid amount is managed through a smart contract, and it is separate from TON Diamonds' direct participation.

You agree that you cannot cancel or stop any payment if you win the auction.

TON Diamonds never participates in the transfer of Products and cannot be considered a Party to any Agreement between a Buyer and a Seller.

TON Diamonds accepts no responsibility for any loss or damage that might be caused by any errors or failure of Platform/Services.

## **11. TAXES**

Users are responsible for paying any taxes that apply to their transactions and for the economic outcomes of those transactions. TON Diamonds is not required to provide any taxation assistance to Users.

## **12. FEES AND ROYALTIES**

By carrying out any transactions with TON Diamonds, you agree to pay all applicable fees and royalties and authorize TON Diamonds to automatically deduct or include them in payments.

TON Diamonds charges You with:

- Transaction fee (the "Gas Fee")/ Network fee for making any transaction or interacting with a smart contract on the blockchain;
- Service fee which is 5% of the NFT sale price;
- Creator Royalties which are set by the person who originally created an NFT and can be any percentage from 0 to 22% of the sale price.

Due to the nature of TON's operating processes, it is impossible to show the exact amount of all applicable fees before you complete a transaction.

You always need to have a fixed amount of TON settled by TON Diamonds in your Wallet to be able to cover a gas fee. Once the transaction is complete, we will refund you all the unused amount.

Any information regarding fees and royalties in this paragraph is approximate, cannot be considered as an offer and may vary depending on circumstances.

TON Diamonds reserves the right to change, at any time and at our sole discretion, the amount of fees and their amount.

### **13. PRIVACY POLICY**

Before getting started, you should study our Privacy policy here. If you begin to use our Platform or Services, you are deemed to have accepted it as well.

### **14. USER'S LICENSE**

Subject to these Terms, we grant you a limited, personal, non-sublicensable, non-exclusive, non-transferable and revocable license to access our Services. Using our Services does not give you rights to any intellectual property that forms a part of our Services or the content you access.

### **15. COPYRIGHT NOTICE**

Unless otherwise stated by us, all content displayed on our Platform, including but not limited to, data, information, software, the TON Diamonds name, logo, and trademarks, is intellectual property of our Company and any use of it, fully or partly, without written permission of TON Diamonds is strictly prohibited.

Except as expressly authorized by us, you agree not to copy, frame, modify, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Service content, in whole or in part.

You cannot refer to the TON Diamonds (website, data, etc.) in order to make false representation that you are in any way related to the Company.

### **16. OUR LICENSE AND OUR AFFILIATES**

You grant TON Diamonds and our affiliates a perpetual, non-exclusive, worldwide, sublicensable, free, transferable, license to display, distribute, and otherwise use your content for the following purposes:

- Display your Products, offer them for sale or trade;
- Use any information you upload on our Platform or provide to us directly or indirectly for marketing, research, or any other purposes.

### **17. THIRD PARTY RESOURCES**



The Platform may include links to external resources over which we have no control. Interacting with such resources is at the User's own risk and we do not accept any responsibility for any data, services, content or its availability, as well as for any damage or loss which may occur as a result of such interaction.

## **18. PROHIBITED ACTIVITIES**

The User may not access or use the Services for any purpose other than that for which TON Diamonds makes the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the TON Diamonds.

By accessing or using the Services, the User further agree that the User is solely responsible for the User's conduct and the User shall not:

1. engage in any defamatory, abusive, disrespectful, harassing, threatening, intimidating, violent, predatory or stalking conduct or otherwise violate the legal rights (including the rights of privacy and publicity) of others, including against TON Diamonds, any of its affiliates, or their officers or employees or other companies (persons) or groups;
2. interfere with or disrupt the Services or the TON Diamonds business by making improper use of support services, submitting excessive or unreasonable inquiries, submitting false reports of abuse or misconduct;
3. use or attempt to use another User's account without authorization from that User to impersonate or misrepresent the User's affiliation with another User or person or use the username of another User;
4. disparage, tarnish or otherwise harm the reputation or credibility of TON Diamonds, a person related to the TON Diamonds or another User;
5. use the Services in a manner inconsistent with the applicable laws or regulations;
6. commit acts against public order and morals;
7. promote or engage in discrimination, bigotry, racism, hatred, or harassment against any individual or group;
8. promote or provide instructional information about illegal or harmful activities or substances;
9. upload, post, email, transmit, distribute copies of or otherwise make available any unlawful, inappropriate, defamatory, obscene, child pornographic, child-abusive, vulgar, offensive, fraudulent, false, misleading, or deceptive content or message;
10. create, post, store or share any content that would adversely affect or interfere with the sound upbringing of minors;
11. collect, accumulate, or disclose the personal information of other users or third parties without such third party's consent;
12. use the Services for unauthorized means, including collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email, or creating accounts by automated means or under false pretenses;
13. dispose all or part of the account to third parties by way of sale, transfer, pledge, loan, exchange, assignment, collateral or any other means;

14. use the Services, or any part thereof, for commercial purposes or for the benefit of any third party beyond the scope of the purpose of the Services. (including, but not limited to, collecting items or resources on the Service for resale beyond the scope of the purpose of the Service, or selling, reselling, or leasing accounts);
15. access or use the account of another User through unauthorized or illegal means;
16. circumvent, disable, or otherwise interfere (or attempt to circumvent, disable, or otherwise interfere) with any technological measures or security-related features implemented by TON Diamonds, including features that prevent or restrict the use or copying of any information or data, or enforce limitations on the use of the Services and/or the data contained therein (or attempt to circumvent, disable, or otherwise interfere with) any of the Services and/or the data contained therein.;
17. use any data mining, scraping, robots or similar data gathering or extraction methods;
18. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, malware, corrupted data or other harmful, disruptive or destructive files that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;
19. decipher, decompile, disassemble, create derivative works of or reverse engineer any of the software comprising or in any way making up a part of the Services;
20. copy or adapt the Services whether in whole or in part for sale or redistribution or otherwise;
21. use NFTs on the Services as a means of payment;
22. infringe upon the copyrights, trademarks, patents, or other intellectual property rights, honor rights, privacy rights, or any other legal or contractual rights of TON Diamonds or any third party;
23. encourage, abet, aid, facilitate or enable any other individual to carry out any of the foregoing acts;
24. any other act in violation of these Terms;
25. any other acts which are similar to or deemed to be likely to conflict with any of the acts set forth above; or
26. any other acts that are deemed by TON Diamonds to be inappropriate.

## **19. TERMINATION**

TON Diamonds reserves the right, at our sole discretion, to suspend/block/freeze/cancel access to our Platform and/or Services at any time without any notice or further explanation for any reason or without one. You agree that TON Diamonds will have no liability for any loss or damage that might occur because of these actions.

## **20. DISCLAIMERS**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. TON DIAMONDS FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF OUR SERVICES/PLATFORM IS AT YOUR OWN RISK.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS AND DIGITAL CONTENT, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCEMENT OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

TON Diamonds is not responsible for sustained losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features. TON Diamonds is not responsible for sustained losses due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting NFTs.

You acknowledge that information stored or transferred through our Services may become irretrievably lost, corrupted, or temporarily unavailable due to a variety of causes, including but not limited to software failures, protocol changes by third-party providers, internet outages, force majeure events or other disasters, including third-party DDOS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control.

## **21. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT TON DIAMONDS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE WEBSITE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF TON DIAMONDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE TON DIAMONDS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE WEBSITE, CONTENT, NFTS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SITE EXCEED THE GREATER OF (A)US\$100 OR (B)THE AMOUNT YOU HAVE PAID TO TON DIAMONDS FOR THE SERVICES IN THE LAST THREE MONTHS OUT OF WHICH LIABILITY AROSE.

## 22. INDEMNIFICATION

By accessing or using our Platform or Services, you hereby discharge to the maximum extent permitted by applicable law, acquit, and otherwise release the indemnified parties, from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Website, Services, Platform including but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, any financial loss not due to the fault of the Website and Platform, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of the Website, unavailability of the Website, its functions and/or Services and any other technical failure that may result in inaccessibility to the Website, the TON Diamonds Platform or Services, or any claim based on vicarious liability for torts committed by users encountered or transacted with through the Website and Services, including but not limited to, fraud, computer hacking, theft or misuse of personal information, assault, battery, stalking, cheating, perjury, manslaughter, or murder.

The above list is intended to be illustrative only and not exhaustive of the types or categories of claims released by you. This release is intended by the parties to be interpreted broadly in favor of the Company, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

## 23. MISCELLANEOUS

**Severability.** If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded these Terms.

**Entire agreement.** These Terms set out the entire agreement between you and TON Diamonds. Neither party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in these Terms.

**No assignment.** You may not assign or transfer any of your rights or obligations assumed under these Terms or in any other way related thereto without our prior written consent.

**No waiver.** If you do not comply with these Terms, and we do not take action right away, this doesn't mean that we are waiving any rights that we may have (such as taking action in the future).

**Survival.** All the provisions of these Terms that by their nature extend beyond the termination of mutual legal relationship, including but not limited to dispute resolution and applicable law clauses, shall survive the termination of our mutual legal relationship.

**Languages.** These Terms and all the related documents may be translated into multiple language versions. In case of any discrepancies between the individual language versions the English language version shall always control.

## **24. FINAL PROVISIONS**

The headings in this Terms are provided for reference only and shall not affect the interpretation or construction of any provision.

For any questions or concerns regarding our Terms, please contact our support team at [privacy@ton.diamonds](mailto:privacy@ton.diamonds).

Any email notifications made hereunder shall be deemed to have been delivered to the Company at the time the Company confirms the delivery or the fifteenth (15) day after it has been delivered to the email address of the Company above, whichever occurs earlier.

These Terms are subject to periodic review and updates without prior notice to Users.

These Terms shall be interpreted by the Company.