

Terms of Use

1. Acceptance of Terms

1.1 MoonSoonLabs Pte. Ltd. (referred to as "the Company," "we," "us," or "our" in this document) is the provider of this website ("the Website"). This Terms of Use Agreement ("the Agreement") governs the Website's usage. It's important to read this Agreement carefully. If you navigate, peruse, or use the Website in any way, you've understood and agreed to comply with the Agreement. If you don't consent to the terms and conditions outlined in this Agreement, you're not authorized to access, navigate or use the Website.

1.2 Just to clarify, the Company operates this Website, as well as the website at <https://moonsama.com> Both are associated with the Moonsama protocol and blockchain ("the Moonsama Network"). However, the Company doesn't control the Moonsama Network nor can it govern the activity and data on these networks, including the actions of those who build and utilize applications on them, the validation of transactions, or the usage of the network. Moonsama Network is an open-source protocol, which are supervised and facilitated by validators around the world.

1.3 The Company reserves the right to modify these Terms and Conditions whenever necessary. The newest version will be denoted by an updated "Revised" date and will be effective as soon as it's accessible. It's your responsibility to review these Terms and Conditions to keep updated. Your ongoing use of the Site signifies your acceptance of these changes.

1.4 This Site is designed for users who are at least 18 years of age. If you are younger than 18, you're allowed to sign up for the Site or utilize the Services with approval from a parent or guardian.

1.5 You also assure and guarantee that you will abide by all relevant laws (local, state, federal, etc.) while using the Service. In particular, you assure and guarantee that: (i) you are not in a country subject to a U.S. Government embargo, and (ii) you're not identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you're accessing or using the Service outside the United States, you must ensure such usage doesn't breach any applicable laws.

(d) You relinquish the right to be involved in any class action or widespread arbitration against MoonSoonLabs Pte. Ltd., this Website, or any affiliates connected to the Moonsama Network, and/or the issuance and distribution of SAMA Tokens.

(e) You're not a U.S. Person as defined by Regulation S of the amended Securities Act of 1933, and you agree not to sell or offer SAMA tokens (or establish or maintain a similar derivative position) within the U.S., or to or for the benefit of a U.S. Person.

(f) Any transfers, sales, or other dispositions of SAMA tokens made by you will not contravene applicable laws, regulatory requirements, or rules.

(g) You solely bear the responsibility of understanding any tax implications that your use of the Website, Moonsama Network may entail.

(h) All the above representations and guarantees are 2 and will remain, truthful, comprehensive, precise, and not misleading from the moment you accept these declarations and regardless of your use of the Website, Moonsama Network.

2. Use of the Website.

2.1 The Website includes material, which encompasses but is not limited to software, text, graphics, and images (collectively identified as the "Content"). The Company owns all materials generated by it for the Website, collectively known as the "Company Content", which you acknowledge. The Company provides you with a global, non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable right and license, inclusive of moral rights, to utilize, reproduce, distribute, create derivative works from, and/or display the Company Content. You commit to crediting the Company as the creator of the Company Content if you replicate a materially significant portion of it exactly.

2.2 In addition to the above, the Company's trademarks and logos (referred to as the "Company Trademarks") displayed on this Website are the Company's registered and unregistered trademarks. Other trademarks or service marks on the Website, related to different companies, products, and services, may be owned by third parties (collectively known as "Third-Party Trademarks" with the Company Trademarks, they are referred to as the "Trademarks"). No aspect of this Website implies the granting of any license or right to use any Trademark on this Website without the Company's prior written approval for each use. The Trademarks must not be used to defame the Company or any relevant third party, their products or services, or in any way that may, in the Company's sole reasonable judgment, harm any goodwill in the Trademarks. Any usage of the Trademarks as part of a link to or from any site is prohibited unless the Company authorizes such a link with prior written consent. All goodwill derived from the use of any Company Trademark accrues to the benefit of the Company.

2.3 You commit not to: (a) undertake any action that places an unreasonable load on the Website's infrastructure, (b) use any device, software, or routine to disrupt or attempt to disrupt the correct functioning of the Website or any activity being conducted on the Website, (c) try to decode, decompile, disassemble, or reverse engineer any software that forms or constitutes the Website, or (4) erase or modify any material posted on the Website by the Company or any other person or entity.

2.4 The Website may have links to third-party websites ("External Sites"). These links are offered purely as a convenience to you and not as an endorsement of the content on such External Sites by us. The content of such External Sites is developed and provided by others. If you have any concerns about these links or the content located on these External Sites, you should reach out to the site administrator or Webmaster for those External Sites.

We don't bear responsibility for the content of any linked External Sites and don't make any claims regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to safeguard your computer from viruses and other harmful programs. If you choose to access any External Sites, you do it at your own risk.

3. Limitation of Liability and Disclaimer of Warranties.

3.1 The Company, its affiliates, and their respective officers, directors, employees, agents, suppliers, or licensors (collectively known as the "Company Parties") make no guarantees or assertions about the Content, covering but not limited to its precision, dependability, completeness, punctuality or reliability. The Company Parties won't be held liable for the truth, accuracy, or completeness of the Content or any other information communicated to the user, or for inaccuracies, errors or oversights within, or for any delays or interruptions in the data or information stream from any cause. Your use of the Website and the Content is at your own discretion and risk.

The Company Parties don't guarantee that the Website will function without errors, or that the Website, its server, or the Content are devoid of computer viruses or equivalent harmful or destructive features. If your use of the Website or the Content results in the necessity to service or replace equipment or data, no Company Party is obligated to cover those costs.

The Website and Content are offered on an "as is" and "as available" basis without any kind of warranties. The Company Parties reject all warranties, inclusive of, but not limited to, warranties of title, merchantability, non-infringement of third parties' rights, and fitness for a specific purpose.

3.2 None of the Company Parties shall be held liable for any damages of any kind (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) arising from the use or inability to use the Website and the Content, regardless of whether it's based on warranty, contract, tort (including negligence), or any other legal theory, even if a Company Party has been informed of the possibility of such damages.

3.3 Certain jurisdictions do not permit the disavowal or exclusion of specific warranties, or the limitation or exclusion of liability for incidental or consequential damages. As such, in these jurisdictions, some of the aforementioned limitations might not apply to you or be enforceable

with respect to you, and the liability of the Company Parties will be limited to the greatest extent allowed by law.

4. Indemnification.

You consent to safeguard, indemnify, and hold the Company Parties unscathed against any allegations, actions or demands, inclusive of, but not limited to, reasonable legal and accounting expenses, emerging or resulting from your violation of this Agreement or your access to, usage or misuse of the Content or Website. The Company is obligated to notify you of any such claim, lawsuit, or proceeding. The Company retains the right to take on the exclusive defense and management of any issue subject to indemnification under this clause. In such event, you commit to collaborate with any reasonable requests aiding the Company's defense of such an issue.

5. Termination of the Agreement.

"5.1 The Company holds the exclusive right to limit, pause, or end this Agreement and your access to the entire or any section of the Website or the Content at any time and for any cause without giving prior notice or responsibility. The Company retains the authority to modify, suspend, or stop the entirety or any portion of the Website or the Content at any moment without prior notice or responsibility.

5.2 Sections 1.5, 2 (Usage of the Website), 3 (Liability and Warranty Limitations), 4 (Indemnity), 5 (Conclusion of Agreement), and 7 (Miscellaneous) shall persist beyond the termination of this Agreement."

6. User Must Comply with Applicable Laws.

We make no assertions about the feasibility of downloading, viewing, or appropriateness of the Website for use across all nations or jurisdictions. The responsibility to guarantee adherence to the laws specific to your jurisdiction rests solely with you.

7. Miscellaneous.

This Agreement is subject to the substantive laws of Singapore, not considering its conflict of law principles. You explicitly consent to the exclusive jurisdiction of courts located in Singapore. If a competent court declares any provision of this Agreement as invalid, such invalidity will not impact the remaining provisions of this Agreement, which will continue in full effect. The Company's inaction to enforce any provision of the Agreement does not constitute a waiver of that provision or any other in this Agreement. Any waiver will only be effective if issued in writing

against the Company, and it shall not imply a waiver in any future instance. Except as expressly acknowledged by both you and the Company, this Agreement embodies the entire understanding between you and the Company regarding the subject matter, superseding all prior or simultaneous agreements, either in written or verbal form, between the parties concerning the subject matter. The section headings are included solely for ease of reference and should not influence the legal interpretation. This Agreement is intended to benefit our successors, assignees, licensees, and sublicensees.