

IamFuture Project Terms of Service

Last updated: Dec 07, 2022

Welcome to IamFuture!

The project provides potential web3, defi and virtual currency exchange interaction possibilities.

Please read these Terms of Service (“**Terms**”) carefully because they exclusively govern use and access to the IamFuture digital applications and products, web applications, decentralized application, smart contracts, and respective Apps, IamFuture Wallet, IamFuture DEX, IamFuture trading forecaster, IamFuture Validation platform and other products as further described below (otherwise the “**IamFuture**”, “**App**”, “**Project**”). By using or accessing the Project, users agree to be bound by these Terms as well as our Privacy Policy. The Project provides access to the respective blockchains with the services in it. By installing or importing our software, accessing our web pages or registering at our services, downloading or running our mobile application, users are agreeing to our Terms. Please read carefully. These terms outline approved uses of the Application, various licenses that we grant to users, and licenses that users grant us. If users do not agree to these Terms, please don't access the Project.

IMPORTANT NOTE REGARDING ARBITRATION: WHEN USERS AGREE TO THESE TERMS BY USING OR ACCESSING THE APP, USERS ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN users AND IAMFUTURE THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW THE APPROPRIATE SECTION BELOW FOR DETAILS REGARDING ARBITRATION.

If users come up with any further questions, please, feel free to contact us: hello@iamfuture.club

1. Eligibility

If users access the Project and use the Applications users state that users (a) are at least 18; (b) don't break any laws of users jurisdiction by accessing the Project and using the Applications; (c) are not under restrictions.

General. users may not use the Applications if users are otherwise barred from using the Applications under applicable law.

Legality. users are solely responsible for following all laws and regulations applicable to users and users use or access to the Applications. If users use or access of the Apps conflicts with any applicable law, rule, or regulation, users are not be permitted to access the Project.

By using or accessing the Project, users represent to us that users are not subject to the Sanction Lists and users are not Restricted Persons.

Non-Circumvention. users agree not to access the Applications using any technology for the purposes of circumventing these Terms.

Compliance Obligations. You expressly agree that you assume all risks in connection with your access to and use of the project. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the project.

2. Applications

The Applications developed by lamFuture may allow users to learn about defi, to send, hold and receive Virtual Currency, browse the Web3, and submit transaction data to Blockchain Networks. As the bottom line, the main purpose of the project is to make it easier for casual users to handle and operate decentralized finance assets. The only goal of ours is to help provide every user access to the Web3 industry world. We forfeit all control and have no oversight, involvement, or control with respect to what happens to users Virtual Currency or any related transactions including made through the project applications.

We do not store, send, or receive Virtual Currency. All the transfers occur on the Blockchain Networks, which are not owned or controlled by us. We only facilitate participation with these blockchain networks. The Apps may also allow users to buy Virtual Currencies for fiat currencies through third-party providers and they will be the only ones responsible for those transactions. We take no part in those transactions and we take no responsibility for their proper execution or any other issues regarding these transactions. Users may agree to receive push notifications from us. We may solely change how we operate the Apps.

By accepting these terms, users accept and acknowledge that we are not responsible for any errors or omissions that users make in connection with any Virtual Currency transaction initiated via the Apps. We strongly encourage users to review transaction details carefully before attempting to transfer Virtual Currency or fiat currency of any kind.

Completion of transactions that users instruct for through the Apps also depends on the availability and operation of the Blockchain Networks. Errors or forks in the Blockchain Networks may cause transactions that users initiate through the Apps to fail. This may mean that the transaction users were originally intending to perform will no longer be available.

In order to sell Virtual Currencies through the Apps, users will need to accept and consent to the terms of use and privacy policy, along with any other applicable user agreements of respective active third-party providers available at respective active third-party providers websites or pages. users will enter into a direct contractual relationship with respective active third-party providers if users decide to access, sell or trade Virtual Currencies through the Apps.

By no means are we responsible for any third parties and take no part in the transactions performed by them (even if instructed for in the Apps). Users agree and understand that the functionalities available in the Apps to sell Virtual Currencies are not provided directly by us. We do not guarantee that the transaction instructed in the Apps, which is performed exclusively by the providers will be executed successfully, error-free and timely. Users acknowledge that we bear no responsibility for the actions of the third parties.

We reserve the right in our sole and absolute discretion to make changes to how we operate and provide our Project's Apps functionality, including adding new App, modifying existing App, or suspending, discontinuing, or terminating user access to any or all portions of our App's functionality. Some of our Application may be subject to additional terms and conditions, which are posted separately from these terms but are incorporated and form a part of these Terms if users decide to use or access those features.

3. Registration and Security

We encrypt the information locally with a password that users provide. We do not store it at our servers. Users are solely responsible for maintaining the security of their private key and any mnemonic (backup) phrase associated with users Wallets and other Apps. Users must keep it secure or else users may lose control of the Virtual Currencies associated with their account. We are not able to assist users with the password retrieval. We cannot generate a new password for users Apps. Please, take precautions in order to avoid loss of access to and/or control over the App, including: creating a strong password; keeping the backup of users private key and any mnemonic (backup) phrase; limiting access to users computer and users Wallet; and notifying us if users suspect any security breaches related to users App.

4. Use of Application

Users are not permitted to in any way harm, harass, or threaten the lamFuture Apps or other users. Users are ultimately responsible for any interaction relevant to the Apps. Please review, obtain, or otherwise seek additional information or support before generating Wallet addresses.

By using or accessing the Applications within the lamFuture project, users represent and warrant that users understand that there are inherent risks associated with Virtual Currency, and the underlying technologies including, without limitation, cryptography and blockchain (and their storage mechanism such as digital wallets), and users agree that we are not responsible for any losses or damages associated with these risks. Users specifically acknowledge and agree that we have no control over any blockchain, Blockchain Networks, or Virtual Currencies and cannot and do not ensure that any interaction via our Applications will be confirmed on the relevant blockchain. Without limiting the foregoing, users specifically understand and hereby represent an acknowledgment of the following: lamFuture cannot and will not be liable for any loss or damage arising from users' failure to comply with these Terms or the failure of any blockchain or the Blockchain Networks, or technologies that support the third-party backend of the application.

5. Fees

Users may incur fees associated if users use certain functionality accessible through the Application.

We cannot and do not guarantee the accuracy, stability, availability of this information. Users specifically acknowledge and agree that lamFuture has no control over: (i) any transactions within the Blockchain Networks; (ii) the calculation or method of payment of any gas charges; or (iii) any actual payments of gas charges. Users must ensure they have a sufficient balance of Virtual Currency stored in their Wallet.

6. Disclaimers

Users understand and agree that we are software developers and providers of software App and do not custody, control, or manage user funds in any manner whatsoever. The Applications may enable access to an online, decentralized, and autonomous protocol and environment, and associated decentralized networks, that are not controlled by lamFuture.

We do not have access to any user's private key and cannot initiate a transfer of Virtual Currency or otherwise access users' Virtual Currency or users accounts in the lamFuture project apps. We are not responsible for any activities that users engage in when using the Wallet. We provide no representations or warranty as to the Application and Content.

Users expressly understand and agree that use of the Application is at the user's sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Applications, and the code proprietary or open source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Application code and any related information are accurate, complete, reliable, current or error-free. The Applications are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. We have no control over, and no duty to take any action regarding: which users gain access to or use the Apps; what effects the content of the project may have on users; how users may interpret or use the content; or what actions users may take as a result of having been exposed to the project. Users release lamFuture from all liability for users having acquired or not acquired Content through the App.

We are not responsible for transferring, safeguarding, or maintaining user private keys.

Users acknowledge that lamFuture is not responsible for transferring, safeguarding, or maintaining private keys or any Virtual Currency associated therewith. If users lose or mishandle associated Virtual Currency private keys, users acknowledge that they may not be able to recover associated Virtual Currency, and that lamFuture is not responsible for such loss. Users acknowledge that lamFuture is not responsible for any loss, damage, or liability arising from failure to comply with the terms hereunder.

Blockchain applications are code subject to flaws and we do not provide any warranties on a security of such applications.

Users further acknowledge that blockchain applications are code subject to flaws and acknowledge that users are solely responsible for evaluating any code provided by the App or Content and the trustworthiness of any third-party websites, products, smart-contracts, or Content users access or use through the Application.

We are doing our best, but we can't guarantee that our Project's applications will be perfect.

To the maximum extent permitted under Applicable Law, the Applications provided by or on behalf of us are provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly disclaim, and users hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights.

7. Indemnification

If someone sues us because of something users did, users are responsible for it, so read the below carefully.

Users agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) user access to and use of the Application; (b) user violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Application with user assistance or using any device or account that users own or control.

8. Limitation of Liability

Users expressly understand and agree that lamFuture and our team, directors, agents, joint ventures, employees, and representatives will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including without limitation damages for loss of goodwill, use, data, or other intangible losses, whether based on contract, tort, negligence, strict liability, or otherwise, resulting from: (i) the access, use or the inability to access or use the Apps; (ii) the cost of procurement of substitute goods and Apps resulting from any goods, data, information, or Apps purchased or obtained or messages received or transactions entered into through or from the App; (iii) unauthorized access to or alteration of user's transmissions or data; or (iv) any other matter relating to the lamFuture project.

9. Intellectual Proprietary Rights

Content of lamFuture stays our content.

Our Content. The project, Applications and any lamFuture products and information, data, text, images, written posts and comments, software, scripts, maps, graphics, and interactive features generated, provided, or otherwise made accessible by lamFuture, features and functionality (including but not limited to all information, software, scripts, algorithms, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by us, our licensors or other providers of such material, and subject to copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. lamFuture and associated names, logos and all related names, logos, product and service names, designs and slogans are trademarks of the lamFuture or its affiliates or licensors (if and as applicable). users must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Application are the trademarks of their respective owners.

Limited License. We grant users limited, non-exclusive, revocable permission to make use of the project's apps and products (collectively, "Access"). This Access shall remain in effect until and unless terminated by users or us. Users promise and agree that users will not redistribute or transfer the Apps. All trademarks, service marks, trade names, logos, domain names, and any other features of the lamFuture brand are the sole property of lamFuture or its licensors. The Terms do not grant users any rights to use any lamFuture brand features whether for commercial or non-commercial use. users agree to abide by our user guidelines and not to use the App or any part thereof in any manner not expressly permitted by the Terms. Notwithstanding anything herein to the contrary, nothing in the Terms entitles

users to copy, modify, fork, merge, combine with another program or create a derivative work of the project.

License restrictions. Except as expressly set out in this Terms or as specifically permitted by any local law, users agree:

- not to copy the Apps except where such copying is incidental to normal use of the Apps, or where it is necessary for the purpose of back-up or operational security; - not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Apps;
- not to make alterations to, or modifications of, the whole or any part of the Apps, or permit the Apps or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Apps or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Apps with another software program, and provided that the information obtained by users during such activities; and
- to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the project.

10. Arbitration and Class Action Waiver

A third party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but users should read this section carefully for details on how it works.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, users and the lamFuture: (a) waive the right to have any and all disputes or claims arising from these Terms, use, or access to the Applications or any other disputes with lamFuture (collectively, “**Disputes**”) resolved in a court; and (b) waive any right to a jury trial. Instead, users and lamFuture agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. Users and lamFuture agree that any dispute is personal to users and lamFuture and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, users and lamFuture agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Choice of Law. Terms are governed by and will be construed under the laws of The Netherlands without regard to the conflicts of law provisions of such jurisdiction. Any Dispute under this Terms shall be finally settled by Binding Arbitration (as defined below). Any unresolved Dispute arising out of or in connection with these Terms, shall be referred to and finally resolved by arbitration under the rules of The Netherlands.

11. Additionally.

Changes. We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective, and shall be deemed accepted by users, the first time users use or access the Application after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to users use of the Application including any transactions initiated after the posting date. In the event that users do not agree with any such modification, users sole and exclusive remedy is to terminate users use of the Application.

Captions and Summaries. The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.