

# Nexter Finance Terms of Use

Last updated: 9th March 2023

We give plain English summaries for the benefit of our readers, in order to better contextualize legal terms that may be perplexing. However, you should be aware that these are provided solely for your convenience and, to the extent feasible, appear in bold and italics beneath each section. These summaries are not legally binding and do not take precedence over the terms and conditions set forth in these terms. Please read the terms, including any documents referenced in these Terms of Use, to ensure that you are completely aware of your legal obligations.

## WHAT WE DO

We are building a decentralized and autonomous protocol for prediction markets on Polygon chain and BNB Chain Network.

## INFORMATION ABOUT US AND OUR SERVICES & PRODUCTS

We have an active digital presence on different digital platforms and websites, such as Telegram, Twitter, LinkedIn, and Nexter Finance Blog, among others. We like to keep you informed about our Products and Services, new developments, new ideas, and be close to our community. We do not guarantee that the information made available on all different digital platforms and websites is updated at all times, but we are committed to having the Nexter Finance Blog as updated as possible.

If You have questions about our Products, Services, or any other queries related to the content we share online, please contact us at: <https://bit.ly/3l5zAAw>

## 1.GENERAL

1.1 Please read on to learn the rules and restrictions that govern your use of our web interface located at <https://www.nexter.fi/> (collectively, the "**Site**").

1.2 These Terms of Use, together with any documents and additional terms they expressly incorporate by reference (collectively, these "**Terms**"), are entered into between Nexter Finance ("Nexter Finance", "we", "us" and "our") and you or the company or other legal entity you represent ("you", "your" or "user"), and constitutes a binding legal agreement.

1.3 Please read these Terms carefully. These Terms govern your use of our Site and expressly cover your rights and obligations, and our disclaimers and limitations of legal liability, relating to such use. Your access/use of the site in any way means that you agree to all of these Terms,

and these Terms will remain in effect while you use the Site. Unless you agree to and accept all of the Terms, you don't have the right to use the Site and are required to immediately navigate away from the Site.

1.4 Nexter does not have any role in the operation of markets created on Nexter Finance, does not control how markets resolve or are created, does not approve or reject trades or other transactions on the Portal, and does not have the ability to modify, cancel, undo, or interact with orders on the Portal. Nexter Finance has no power to censor, restrict, or curate markets, orders, trades, positions, or resolutions. We have no more control over the Portal than anyone else using Polygon or BNB Smart chain. The Site only provides access to a controlled release of the decentralized protocol on the Polygon and BNB Smart blockchain which provides users with a non-custodial prediction protocol that enables users to participate in prediction markets and is experimental in nature.

**If you do not agree to these Terms, you must not access or use our Site.**

## **2. DEFINITIONS**

For the purpose of these Terms, the following terms and/or phrases, whether capitalized or not, shall have the following meanings:

(i) "Applicable Law" means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directives, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, agreement, contract, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority having jurisdiction over Nexter Finance, you, or the Site, or as otherwise duly enacted, enforceable by law, the common law or equity.

(ii) "Affiliates" shall mean Nexter Finance officers, directors, assignees, principals, members, employees, and agents.

(ii) "MATIC" means the Polygon Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Polygon Blockchain including on the Portal.

(iv) "Polygon Blockchain" means the underlying blockchain infrastructure which the Portal leverages to perform its functions of the Portal.

(v) "BNB" means the BNB Smart Chain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the BNB Smart chain including on the Portal.

(vi) "BNB Smart chain" means the underlying blockchain infrastructure which the Portal leverages to perform its functions of the Portal.

(vii) "Governmental Authority(s)" includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority, by whatever name called.

(viii) "Portal" means the decentralized Protocol on the Polygon or BNB Smart chain which provides users a non-custodial prediction protocol. The Portal uses the Automated Market Making algorithm to create, settle markets and distribute rewards on the Polygon and BNB Smart chain without any counterparty risk. Markets are focused on crypto-pairs that are automatically created for set intervals and the participants play amongst each other. It represents a piece of autonomously deployed code over which Nexter Finance has no control and is available freely to everyone on the Polygon and BNB Smart chain. It may be forked by any user.

(ix) "Restricted Uses" has the meaning set out in Section 7.1.

(x) "Site Content" has the meaning set out in Section 15.1.

(xi) "User Content" has the meaning set out in Section 15.3.

### **3. ELIGIBILITY**

You may only use the Site if you comply with all of the following:

3.1 You are at least eighteen (18) years old or of legal age to enter into an agreement as determined by the laws of the country/ territory where you live. If you're using our Site on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

### **4. MODIFICATION OF TERMS**

4.1 We reserve the right, in our sole discretion, to modify these Terms from time to time. If we make changes, we may provide you with notice of such changes, such as by providing a notice through our Site or updating the date at the top of these Terms. Unless we say otherwise in our notice, any and all such modifications are effective immediately, and your continued use of our Site after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Site.

**Nexter Finance may modify these Terms at any time in its sole discretion.**

## 5. SITE

5.1 Gas Charges - Portal involves the use of the Polygon and BNB Smart chain, which may require that you pay a fee, commonly known as "Gas Charges," for the computational resources required to perform a transaction on the Polygon/BNB Smart chain. You acknowledge and agree that Nexter Finance has no control over (a) any Polygon/BNB Smart chain transactions; (b) the calculation method of payment of any Gas Charges; or (c) any actual payments of Gas Charges. Further, Nexter Finance does not receive any portion of the Gas Charges levied on the Protocol. Accordingly, you must ensure that you have a sufficient balance of whichever token you are using to get positions in a particular market (like native Nexter Finance tokens, MATIC or BNB) stored in your wallet to complete any transaction on the Portal before initiating such transaction. Detailed descriptions of the mechanics of the Portal are provided at [Nexter Finance Wiki](#).

5.2 Conditions and Restrictions - We may, at any time and in our sole discretion, restrict your access to, or otherwise impose conditions or restrictions upon your use of, the Site with or without prior notice.

**Your use of the Site is subject to and regulated by these Terms.**

## 6. THIRD PARTY CONTENT

6.1 To the extent that the Site contains links, media or any other information to/regarding third-party websites, tokens, or services including wallets, Nexter Finance does not control the availability and content of those websites, media tokens, and services. Any concerns regarding any such third-party websites, media, tokens, and/or services, or any link thereto, should be directed to such particular website and/or services provider. Nexter Finance makes no representation or warranty regarding any content, goods, tokens, wallets, and/or services provided by any third party, even if linked to the Site.

6.2 The linked sites, media and tokens are not under the control of Nexter Finance and may collect data or solicit personal information from you. Nexter Finance is not responsible for their content, business practices, or privacy policies, or for the collection, use, or disclosure of any information, those sites may collect. Nexter Finance is providing these links, if any, to you only as a convenience, and the inclusion of any link does not and should not be construed to imply endorsement by Nexter Finance of such site or any association with its operators unless specifically stated otherwise. You use the linked sites including wallets at your own risk and agree that Nexter Finance has no liability towards any attacks on or vulnerabilities of the linked sites and wallets.

6.3 You understand that the Site may feature advertisements from third parties. Nexter Finance is not responsible for the actions of third parties who advertise on the site and your exercise of

the option to visit such third parties sites is your sole discretion. Nexter Finance bears no responsibility for interactions with third-party tokens.

**Nexter Finance does not control and is not responsible for your interactions with any third-party content.**

## **7. RESTRICTED USE**

7.1 When using the Site, you may not, nor may you assist any other parties to pursuit or engage in unlawful or abusive uses, or any types of activities which contradict these Terms or purpose of the Site, hinder the Site's operation to other users, or which may be deemed to do so ("Restricted Uses"). For clarity and reference, Restricted Uses include, but are not limited to, these types of activities as detailed herein, as we may amend from time to time in our sole discretion (thus, not to be regarded as an exhaustive list):

7.2 Unlawful Activities, such as activities which: i. violate any Applicable Law; or ii. publish, distribute or disseminate any unlawful material or information;

7.3 Undermining or Abusive Activities, such as activities which: i. take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with or attempt to, intercept, or expropriate any system, data, or information; ii. institute, assist or become involved in any type of attack (deliberate or other), including distribution of a virus, attacks upon the Site that prevent access to or use of any of the above, other attempts to disrupt any of the above, gain unauthorized access to any of the above, or disrupt any other person's use or enjoyment of any of the above; iii. enter or make an attempt to enter the Site (including by accessing linked platforms, networks, or systems) unauthorized, including by password mining and/or by using other user's information; iv. design or assist in designing cheats, exploits, automation software, bots, hacks, mods, or any other unauthorized third-party software to modify or interfere with the Site; v. attempt to disable or circumvent any security or access control mechanism of the Site; vi. use any unauthorized third-party software that accesses, intercepts, 'mines', or otherwise collects information from or through the Site, or that is in transit from or to the Site, vii. bypass any robot exclusion headers or other measures Nexter Finance uses to restrict access to the Site or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Content, or harvest or manipulate data; viii. solicit another person's password or other personal information under false pretenses, ix. copy, modify, or create derivative works of the Site;

7.4 Activities Abusive to Other Users or Their Rights, such as activities which: i. Interfere with other User's ability to exploit or access the Site; ii. attempt to, or harass, abuse, or harm another person or entity, including Nexter Finance and/or its affiliates; iii. collect, harvest or post private information, in any media format or any person associated or using the Site; iv. impersonate another user or otherwise misrepresent yourself; v. violate the legal rights of others, including defaming, abuse, stalking, or threatening users; vi. defraud any other users or any other person,

including Nexter Finance and/or its affiliates, including by providing false, inaccurate, misleading, or partial information.

7.5 Activities Infringing Intellectual Property, such as activities which: i. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Site or to obtain any information from the Site using any method unless you have received Nexter Finance prior written conditional approval to do the above; or ii. infringe the intellectual property rights, privacy rights, or moral rights of any third party or Nexter Finance or its affiliates;

7.6 Unfair or Abusive Transacting, such as activities which: i. create or enter a fictitious transaction or a transaction with fictitious elements of any kind; ii. exploit, disrupt or manipulate, or attempt to exploit, disrupt or manipulate the Site, in a manner designed to create transaction conditions which are not available to other users; iii. utilizes or applies technological abilities or foreknowledge not exploited or available to other users, to perform (including off Site) transactions parallel to those performed by users on the Site, and/or create unequal terms among users regarding the use of Site.

7.7 Violation of any of these Restricted Uses may be cause for the taking of legal actions against you on the part of Nexter Finance according to the law, in addition to any right and remedies set forth hereunder or under any Applicable Law. Without derogating from the above, by accepting these Terms you acknowledge that Nexter Finance makes no representation or warranty regarding its ability, nor assumes any liability, to detect, limit or prevent any of the Restricted Uses.

**Users shall not access the Site to perform or attempt any restricted activities.**

## **8. INDEMNIFICATION**

8.1 You agree to indemnify, defend and hold Nexter Finance, its affiliates, and each of their respective directors, officers, employees, agents, representatives, contractors, and licensors (together, the "Associated Parties") harmless from any claim (including, but without limitation, third party claims) or demand (including attorneys' fees and costs and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) your breach of these Terms, (ii) your use or access of the Site, or (iii) your violation of any applicable law or the rights of any third party.

**Users indemnify Nexter Finance against their use of the Site.**

## **9. DISPUTE RESOLUTION AND GOVERNING LAWS**

9.1 Any dispute arising out of or in connection with these Terms, including any question regarding its interpretation or validity, shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre (SIAC) in

accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The appropriate courts located in Singapore will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

9.2 That following the commencement of arbitration, Nexter Finance, and the user will attempt in good faith to resolve the dispute through mediation at the Singapore International Mediation Centre ("SIMC") in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

9.3 Any dispute arising out of or related to these Terms is personal to the user and Nexter Finance and 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. There will be no class arbitration or arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals. For the avoidance of doubt, it is made clear that any dispute that may arise cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9.4 The arbitrator appointed under section 11.1 shall not be bound by rulings in prior arbitrations: involving Nexter Finance but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

9.5 All rights and obligations hereunder will be governed by the laws of Singapore, without regard to the conflicts of law provisions of such jurisdiction.

9.6 The interpretation and enforcement of these Terms, and any dispute related to these Terms, or the Site, will be governed by and construed and enforced in accordance with the laws of Singapore, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our intellectual property rights in any court having jurisdiction.

**Any dispute under these terms is subject to be referred to and resolved by the Singapore International Arbitration Centre.**

## **10. PRIVACY POLICY**

10.1 Nexter Finance does not collect any personal information about you. You can read more about this on our Privacy Policy available at <https://nexter.fi/assets/docs/nexter-privacy-policy.pdf>

## **11. SUSPENSION/ACCESS RESTRICTION AND TERMINATION**

11.1 You're free to terminate your use of our Site at any time.

11.2 We are also free to terminate (or suspend access to) your use of the Site for any reason at our sole discretion, including your breach of these Terms as provided for herein. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

11.3 Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

**Users shall be bound by the Terms upon the termination of access to the Site to the extent provided hereinabove.**

## **12. DISCLOSURES AND DISCLAIMERS**

12.1 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW NEITHER NEXTER FINANCE NOR ITS AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE SITE. THE SITE AND SITE CONTENT ARE PROVIDED "AS IS." NEXTER FINANCE DOES NOT WARRANT THAT: (1) THE OPERATION OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE; (2) THE FUNCTIONS CONTAINED IN THE SITE WILL BE ACCURATE OR MEET YOUR REQUIREMENTS, OR (3) ANY DEFECTS IN THE SITE WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

12.2 THE SITE SHALL BE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE SITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.



12.3 YOU AGREE THAT NEXTER FINANCE DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER FOR HACKS AND/OR SECURITY BREACHES THAT THE PORTAL MAY BE SUBJECT TO/ AFFECTED BY.

12.4 While the code has been audited by third-party auditors to verify the security of the smart contract system, the user might encounter bugs or service downtimes during the course of a user's interaction with the Site which can ultimately alter the user experience away from the expected lines. Nexter Finance can't ensure 100% elimination of the same due to technical and operational realities. Users are expected to be aware of such situations and must double-check each activity they are performing, to be on expected lines.

12.5 Unlike the Site, the Portal is composed entirely of open-source software running on the public Polygon and BNB Smart Chain and is not our proprietary property. The user further understands that Nexter Finance has no control whatsoever over the Portal.

**Provision of the Site by Nexter Finance is subject to the disclosures and disclaimers as provided hereinabove.**

### **13. MISCELLANEOUS**

13.1 Unless explicitly stated in these Terms of Use, nothing in these Terms of Use shall: (i) be construed as creating any agency, arrangement, trust or fiduciary relationships or any similar relationship between you and us; (ii) create or confer any rights or benefits to any third party, and/or (iii) grant you any security interest in any asset of Nexter Finance.

13.2 These Terms have been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of these Terms, if any, and the English language version, the meaning of the English language version shall prevail.

13.3 No failure or delay on our part in exercising any right, power, or remedy thereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy by Nexter Finance.

13.4 Any part, provision, representation, or warranty of these Terms which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction under the applicable law shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

13.5 You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Site, without notice, and that we will not be responsible

or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

**These Terms do not create any legal relationship between you and Nexter Finance and are subject to change without notice. The provision of the Site is provided at the sole discretion of Nexter Finance.**

#### **14. RISK AND WARRANTY**

14.1 The information presented on the Site, including any information provided to you which is requested through the Site is made available for general information purposes. While Nexter Finance will endeavor to provide you with information that it believes to be accurate based on the information and data provided by you, Nexter Finance cannot and does not warrant the accuracy, completeness, or usefulness of this information.

14.2 Any reliance you place on the aforesaid information presented to you on the Site is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. You further understand that the information contained in these Terms does not constitute professional advice.

14.3 You acknowledge and agree that any and all representations, promises, warranties, or statements by Nexter Finance or its affiliates' representative or agent that differ in any way from the Terms hereof shall be given no force or effect. If Nexter Finance furnishes you with any advice or assistance concerning the Site which is not required pursuant to these Terms, the furnishing of such advice or assistance shall not subject Nexter Finance to any liability whatsoever to you, whether in contract, in tort (including negligence), under warranty or otherwise.

14.4 You acknowledge, agree, and understand that Nexter Finance does not assume any liability or responsibility for risks associated with the performance, viability, or integrity of the blockchain on which the Portal relies.

**The user agrees that it has fully understood and informed itself of the risks associated with accessing the Site.**

#### **15. INTELLECTUAL PROPERTY**

15.1 As between you and Nexter Finance, except for the open-source software or third-party software, Nexter Finance owns all patent, copyright, trademark, trade secret, ideas, concepts, know-how, documentation or techniques, or other intellectual property rights that may exist in (i) the Site, any graphics, texts, icons, buttons, data or information we include in the website, and any products, training materials, deliverables, and/or databases that may be utilized to provide the Site ("Site Content"), and (ii) any information, data, trends, analyses, metadata or other data

which may be derived from any of the foregoing that is derived or created by Nexter Finance by reference to the Site and Nexter Finance' databases and network. All names, trademarks, symbols, slogans, or logos appearing on the website are proprietary to Nexter Finance or its licensors or suppliers. Use or misuse of these trademarks is expressly prohibited and may Applicable Laws.

15.2 Under no circumstances will you have any rights of any kind in or to the Site Content, other than the right to use the Site Content in accordance with these Terms.

15.3 Certain features of the Site may allow you to contribute text, images, data, and other information and materials for access, use, viewing, and commentary by other users of the Site (collectively, "User Content"). By posting User Content to the Site or otherwise submitting User Content to Nexter Finance, you represent that you have the full legal right to provide the User Content and that use of the User Content by Nexter Finance and all other persons and entities, on the Site, and/or in accordance with this section, will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person, (b) violate any applicable law or agreement, or promote or provide instructional information about illegal activities, promote physical harm, or injury against any group or individual, or promote any act of cruelty to animals, or how to use or obtain illegal drugs, (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (d) impersonate any person or entity or falsely state or otherwise imply an affiliation with a person or entity, or include any falsified, composite, or otherwise non-authentic depictions of events, locations, landmarks, entities or persons; (e) contain or otherwise transmit any material that contains software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (f) be obscene, child pornographic, or indecent; (g) violate any community or Internet standard, (h) constitute misappropriation of any trade secret or know-how, or (i) constitute disclosure of any confidential information owned by any third party, all as determined by Nexter Finance in our sole and absolute discretion. Upon your submission of User Content or other material or information to Nexter Finance, you grant Nexter Finance a perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, translate, create derivative works based upon, and sublicense the User Content, all without any compensation to you whatsoever. Further, you waive all moral rights in and to all User Content that you post or otherwise submit to Nexter Finance in favor of Nexter Finance and any other persons we authorize to use such User Content.

15.4 For the avoidance of doubt, Nexter Finance shall be under no obligation to: (1) maintain any User Content in confidence; (2) compensate you in any way for your User Content, or (3) respond to any User Content

15.5 No right, title, or interest in or to the Site or any of the Site Content is transferred to you, and all rights not expressly granted herein are reserved by Nexter Finance. Any use of the Site

not expressly permitted by these Terms is a breach of these Terms and may violate patent, copyright, trademark, and other laws.

**Users have no right in the Site Content and warrant that they are within their rights to submit the User Content on the Site if any.**

## **16. OPEN SOURCE SOFTWARE**

16.1 We may make (but are not obligated to make) any source code written by us available for download as open-source software. You agree to be bound by and comply with, any license agreement that applies to this open-source software. You will not indicate that you are associated with us in connection with your use, modifications, or distributions of this open-source software. When we host any software and/or enable you to access and use such software through our websites including this Website, then these terms will apply to such access and use, as well as any license agreements that we may enter into with you.

16.2 You also acknowledge that the open-source software may be written upon by any person and Nexter Finance shall not be responsible for any output therefrom.

16.3 As an open-source project, the Portal will not be represented, maintained, or monitored by an official organization or authority. Third parties not affiliated with Nexter Finance may introduce weaknesses or bugs into the supporting infrastructure elements of the open-source code which may negatively impact the Portal. Such events may result in a loss of trust in the security and operation of the Portal.

**Users are aware of the risks associated with accessing open-source software.**

## **17. CONTACT US**

If you have any questions, comments, or concerns regarding our Terms and Conditions and/or services, products or practices, please contact us at <https://bit.ly/3I5zAAn>