

Shasta

Terms of Use

These Terms of Use constitute an agreement between you (“User” or “You”) and Shasta (“We”, “Us” or “Shasta”) regarding your access to and use of <https://shasta.world/>, including any content, functionality and services offered on or through [...],[...], [...], [...], (together, the “Website” or “Site”). By using this Site, You acknowledge that You have read and agree to be bound by these terms (“Terms”), including our Privacy Policy which is hereby incorporated in these Terms by reference. If You do not want to agree to these Terms, You must not access or use the Site.

1. CHANGES

- 1.1. Shasta may modify, add or remove portions of the Terms and the content on this Site at any time without notice. All changes are effective upon posting and apply to all access to and use of the Site thereafter. You are expected to check the Site periodically so You are aware of changes and current Terms because they are binding on You. If You do not agree to the modified Terms, You should discontinue your access and use of the Site. Your continued use and access to the Site following any modification to this Terms shall be deemed an acceptance of all modifications.

2. USE OF WEBSITE AND ACCESSIBILITY

- 2.1. The purpose of the Website is to provide general information about the project being developed by Us and, accordingly, cannot be relied upon it for any purpose. We do not warrant the accuracy, completeness, timeliness or usefulness of this information. Any reliance You place on such information 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.
- 2.2. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Site and all charges related to the same.
- 2.3. Access to the Website may not be legal by certain persons or in certain countries. You shall be the one responsible for compliance with the laws that You are subject to.
- 2.4. If You infringe these Terms, your access to the Site may be terminated immediately and without previous notice.

3. ACCESS AND USE RESTRICTIONS

- 3.1. The use of the Website shall be restricted to the stated purpose. Accordingly, You shall not use the Site:
 - (a) In any way that implies a breach of these Terms;
 - (b) In any way that violates any applicable law or regulation, including displaying, uploading or submitting content or information that encourages conducts that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice, including any violation or infringement of intellectual or industrial property rights of any person;
 - (c) In order to disrupt, negatively affect or inhibit other users from using the Site or that could damage the functioning of the Website or our servers or any networks connected to any of our servers in any manner;
 - (d) To upload files that contain viruses or similar software programs with the aim to damage another person’s computer or system;
 - (e) Without our written consent, send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, or any other form of unauthorized advertising or promotional material; and/or

- (f) If according to your personal law and to the laws of Spain You are not old enough to access the Site.

4. WEBSITE CONTENT AND AVAILABILITY

- 4.1. The Site includes content and materials provided by third parties, which do not necessarily reflect the opinion of Shasta. We are not responsible, or liable to You or any third party, for the content or accuracy of any content or material provided by any third parties.
- 4.2. We may modify the content of the Website, in our sole discretion without notice. We do not guarantee that the Site and its content will always be available or be interrupted. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, We may restrict access to some parts of the Website, or the entire Website, to users.

5. USER CONTENT

- 5.1. In relation with the Website, it will contain certain sections or other interactive features in which You may post or upload user-generated content, other materials or items (collectively, “**User Content**”). In order to provide your User Content We will require You to create your own personal account (your “**User Account**”) by providing Us some personal data, which shall always be treated according to our Privacy Policy. Such User account shall be personal and its access information strictly confidential and, hence, You are fully responsible of the activity occurring under your User Account and We shall not be liable for any loss or damages that You may suffer as a result of someone else using your User Content or your User Account. Likewise, You shall be liable to any losses or damages caused under the use of your account, regardless if was being used by a third party.
- 5.2. You must ensure and warrant at all times that if You post, upload, input, provide or submit to Us any User Content it shall be true, complete, updated and do not infringe any intellectual property rights of any third party.
- 5.3. We reserve the right to remove, screen or edit User Content at our sole discretion. Furthermore, if We believe You are breaching security, other’s intellectual property rights, our Terms or our Privacy Policy, We may suspend your use and access to the Site and your User Account.

6. INTELLECTUAL PROPERTY

- 6.1. We or our licensors, when applicable, shall retain all right, title and interest to the Website, including, but not limited to, all copyrights, patents, trademarks, other intellectual property rights, logos, icons, user interfaces, scripts, videos, text, images, sounds, music, videos and artwork.
- 6.2. Except with our express written permission or as permitted by applicable laws, You may not (in whole or in part) copy, distribute, reproduce, adapt, store, transmit, print, display, commercialize, publish or create derivative works from any part of the content of this Website.

7. OPEN SOURCE SOFTWARE

- 7.1. These Terms shall also apply to the access and use of any software that We may enable through the Website. In this regard, if We decide to enable the download of any software as an open source software You agree to be bound by, and comply with, any license agreement that applies to this open source software. Furthermore, You shall not indicate that You are associated with Us in connection with the use, modifications or distributions of this open source software.

8. LINKS FROM THE WEBSITE

- 8.1. Direct links to the Site will be allowed to the extent that their inclusion is in accordance with the applicable laws and regulations at every moment and only if they are neither intended to take advantage of our reputation in any way nor affect our reputation. Likewise, links to our Website will not be allowed if such use suggests any form of association with Shasta.

9. THIRD-PARTY CONTENT

- 9.1. We may display third-party content, advertisements, links, promotions, logos and other materials on the Website (collectively, the “**Third-Party Content**”) which is deemed appropriate and reliable to You. However, as We cannot control all Third-Party Content included. We make no representations or warranties of any kind regarding such Third-Party Content, and We accept no responsibility for any loss or damage which might arise from the use of such Third-Party Content. Accordingly, your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between You and such third parties and, therefore, if You decide to access to such Third-parties Content, You do so entirely at your own risk and subject to the terms and conditions of use for such websites.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 10.1. The Website and all information, products and services provided through it are provided on an "as is" and "as available" basis, and We expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of accuracy, validity reliability, availability, suitability or completeness of any information, content or data provided through the Site and, therefore, in no event, We will be liable, whether in contract or tort, for any claim, loss, damage, liability, cost or expense of any kind, whether direct or indirect (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) or any other damages of any kind related to You caused from the access or use of the Site or relying on the content of the Site.
- 10.2. Likewise, We make no warranty that our services will meet your requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that your information will be secure.
- 10.3. We are not responsible for the content, data, or actions of third parties, and You release Us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim You have against any such third parties. No advice or information, whether oral or written, obtained by You from Us or through or from our services creates any warranty not expressly stated in these Terms.
- 10.4. Any material downloaded or otherwise obtained through the Site, or the server that makes it available, is done at your own discretion and risk, and You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material, as We cannot guarantee that they are free of viruses, worms, trojan horses or other harmful components. You agree that We have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained in the Site.
- 10.5. If the applicable law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by applicable law.
- 10.6. Unless otherwise required by law, in no event shall the owners of, the contributors to, or the users of the, Site be liable for any damages of any kind, including, but not limited to, loss of use, loss of profits, or loss of data arising out of or in any way connected with the use or access to the Site.

11. INDEMNIFICATION

- 11.1. To the fullest extent permitted by applicable law, You will indemnify, defend and hold Us harmless and our respective past, present and future employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your access to the Site, including, but not limited to, products or services other than as expressly authorized in the Terms; (ii) violation of the Terms; or (iii) use of information from the Site.
- 11.2. We reserve the right to take over the exclusive defense of any claim for which We are entitled to indemnification under this section. In such event, You shall provide Us with such cooperation as is reasonably requested.

12. TRANSLATIONS

- 12.1. The Website may contain English translations of content that it is originally in other language. These translations are provided only as a convenience. In the event of any conflict between the English language version and the translated version, the English language version shall take precedence.

13. ENTIRE AGREEMENT AND SEVERABILITY

- 13.1. The Terms and the Privacy Policy contain the entire understanding between Shasta and You with respect to the Website and supersedes all prior written and oral agreements and understandings relating to this matter, which shall have no further force or effect from the date hereof.
- 13.2. If any provision of these Terms is determined to be invalid or unenforceable in whole or in part, for any present or future reason, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions hereof. These Terms shall be construed in such a way as if such invalid or unenforceable provisions had never been contained herein. For those purposes, the Terms shall no longer be valid exclusively with respect to the null or invalid provision, and none of the remaining parts or provision of these Terms shall be null, invalid, prejudiced or affected by such nullity or invalidity.

14. WAIVER OF RIGHTS

- 14.1. The waiver or failure of any party to exercise rights under these Terms will not be deemed a waiver or other limitation of any other right or any future right. Any waiver must be in writing and signed by the party to be charged therewith. These Terms contain the entire agreement between You and Us regarding the use of the Site.

15. GOVERNING LAW AND JURISDICTION

- 15.1. Any dispute, controversy, issue or claim arising out of the performance or interpretation of the Terms, or related, directly or indirectly, to the use of the Site shall be resolved, to the exclusion of the ordinary courts by a single arbitrator in the City of Zurich in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce. The arbitration will be conducted in the English language. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.
- 15.2. Any and all disputes, claims and controversies arising out of or in connection with these Terms, your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site shall be governed by and construed exclusively in accordance with the laws of Switzerland, without giving effect to any choice or conflict of law provision or rule.