

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **OxySpace** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts, and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

1) DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We", "us" and "our" are references to [OXYSACE.APP](#).

"User", "You" and "your" denotes the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website.

"Website" shall mean and include [oxyspace.app](#) and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND OXYSACE.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

3) AGE RESTRICTION

You must be at least 13 (Thirteen) years of age to use this Website, or any Services contained herein. By using this Website, you represent and warrant that you are at least 13 years of age and may legally agree to this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

4) LICENSE TO USE WEBSITE

We may provide you with certain information because of your use of the Website or Services. Such information may include but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use of the Website or Services ("Our Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use Our Materials solely in connection with your use of the Website and Services. Our Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website or Services or at the termination of this Agreement.

5) INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of OxySpace, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

- To make the Website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the Website ("Your Content"). We claim no further proprietary rights in your Content.
- If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

6) USER REGISTRATION

You may be required to register with the Site, You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

7) USER CONTENT

Content Responsibility.

The website permits you to share content, post comments, feedback, etc. but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature.

- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains exaggeration or unsubstantiated claims.
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
- violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance.
- uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files.
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.
- Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

8) USER OBLIGATIONS

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

9) COPYRIGHT OF COMMUNICATIONS

You agree that any materials, information, or communications transmitted between you and the Company in any form, or between you and any other Company's user, are non-confidential and will become the sole, exclusive property of the Company. The Company will own all intellectual property rights to such communications or materials and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused using this information as is permissible by law.

10) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of oxyspace.app.

- You further agree not to use the Website or Services:

- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

11) ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your purchase of any of the services on the Website is at your own risk. We do not assume responsibility or liability for any advice or other information given on the Website.

12) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer or attempt to reverse engineer or disassemble any code or software from or on the Website or Services.
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user, or network.

13) INDEMNIFICATION

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website or Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select its legal counsel and may participate in its defense if we wish.

14) EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the oxyspace.app Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall OxySpace, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including

carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

15) SPAM POLICY

You are strictly prohibited from using the Website or any of our Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

16) THIRD-PARTY LINKS & CONTENT

We may occasionally post links to third-party websites or other services. You agree that we are not responsible for any loss or damage caused because of your use of any third-party services linked to or from Our Website.

17) MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

18) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning any use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

19) SERVICE INTERRUPTIONS

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused because of such downtime.

20) TERM, TERMINATION & SUSPENSION

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an account with Us, you may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

21) "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no

representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or services included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

22) NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

23) LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

24) GENERAL PROVISIONS:

1. **JURISDICTION, VENUE & CHOICE OF LAW:** The terms herein will be governed by and construed by the laws of Spain without giving effect to any principles of conflicts of law. The Courts of Spain shall have exclusive jurisdiction over any dispute arising from the use of the Website.
2. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by us, the rights, and liabilities of **oxyspace.app** will bind and inure to any assignees, administrators, successors, and executors.

3. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such a condition, the remainder of this Agreement shall continue in full force.
4. **NO WAIVER:** If we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
5. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
6. **NO AGENCY, PARTNERSHIP, OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties because of this Agreement. No Party has any authority to bind the other to third parties.
7. **FORCE MAJEURE:** We are not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature, and natural disasters, and other acts which may be due to unforeseen circumstances, i.e., COVID-19!
8. **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail. For any questions or concerns, please use the contact us form on the website or email us info@oxyspace.app or through discord group.

OxySpace
Spain

This document was last updated on November 11, 2021