

Terms of Service

Last amended 09/19/24

These Terms of Service (these “Terms”) of AKE.net, 2B MEDIA S.R.L., a legal entity incorporated under the laws of Italy at Milano (MI) - Via Cabella Bartolomeo 12 (“Company”, “We”, “Our” and “Us”), describe your rights and responsibilities when accessing and using our website <https://ake.net> (the “Website”) and any and all related software, services and documentation provided by the Company (collectively, the “System”). By accessing or using the System, you signify that you have read, understood, and agree to be bound by these Terms, whether or not you are a registered user of our System. The Company reserves the right to amend these Terms and shall provide notice of these amendments as described below (section 13.2.). These Terms apply to all visitors, users, and others who access or use the System (“Customer”, “User”, “You”).

1. USE OF THE SYSTEM

1.1. Eligibility

These Terms are a legally binding contract between you and the Company. You shall read and agree to these Terms before using the System. However, if you do not agree, you may not use the System. You may use the System only if you can enter into a legally binding contract with the Company, and only in accordance with these Terms and all applicable local, state, national and international laws, rules and regulations. If you are agreeing to these Terms on behalf of the Company, organization or other legal entity, “You” includes you and such legal entity, and you represent and warrant that you are an authorized representative of the legal entity with the authority to bind the legal entity to these Terms and that you are agreeing to these Terms on behalf of such legal entity. Any use of or access to the System by anyone under the age of 18 is strictly prohibited and is a violation of these Terms. The System is not available to any Users previously removed from the System by the Company.

1.2. Limited License

Subject to the terms and conditions of these Terms, you are provided with a non-exclusive, limited, non-transferable, freely revocable license to use the System for internal business use only as permitted by the Company or the features of a particular System. Company reserves all rights not expressly granted herein in the System. The Company may terminate this license at any time for any reason or no reason.

1.3. User Accounts

Your account on the System, which we refer to as your “User Account”, provides you with access to the System and functionality that we may establish and maintain from time to time, at our discretion.

When creating a User Account, we kindly request that you provide accurate and complete information and keep it up to date. We kindly ask that you take responsibility for the activities performed on your account and keep your account password secure. We kindly suggest that you use 'strong' passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) for your User Account. We kindly request that you notify us immediately of any breach of security or unauthorized use of your user account. Please note that the Company cannot be held liable for any losses incurred due to unauthorized use of your User Account.

You have the option of controlling your user profile and how you interact with the System by changing the settings on your settings page. By providing us with your email address, you agree that we will use it to send you notices related to the System, including any notices required by

law, instead of sending them by postal mail. We may also use your email address to send you other communications, such as about changes to the System features and special offers. If you do not wish to receive such emails, you may opt out of receiving them; please note that opting out may prevent you from receiving emails regarding updates, enhancements or offers.

1.4. System Rules

It is agreed that the following activities shall not be engaged in:

- The copying, distribution, or disclosure of any part of the System in any medium;
- The transmission of spam, chain letters, or other unsolicited email;
- The attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the System;
- The taking of any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on Infringement of the following conditions will result in immediate termination of the user's account:
 - The uploading of invalid data, viruses, worms, or other software agents through the System;
 - The collection or harvesting of any personally identifiable information, including account names, from the System;
 - The impersonation of another person or the misrepresentation of one's affiliation with a person or entity, including the perpetration of fraud and the concealment or attempted concealment of one's identity;
 - The interference with the proper functioning of the System;
- The accessing of any content on the System through any technology or means. Furthermore, the following activities are prohibited:
 - Utilizing any means to bypass the measures employed by the System to prevent or restrict access, including, but not limited to, features that prevent or restrict the use or copying of any content, or that impose limitations on the use of the System or the content therein.
 - Reselling or otherwise redistributing the System, unless explicitly agreed otherwise with the Company.
 - Utilizing the System to attempt security breaches, including, but not limited to, accessing any server, network, host or it is prohibited to access an account that you are not authorized to access.
 - It is prohibited to use the System to attempt any disruptions of internet communications (e.g. denial of System attack).
 - It is prohibited to use the System for the purposes of ticket buying bots, ad frauds or to collect data that is not publicly available or otherwise protected due to its sensitivity.

In the event that the Company suspects that any of the aforementioned prohibited activities have been conducted via your account, you agree to provide complete ID verification. Failure to complete the requisite identity verification procedures will result in the suspension of the account in question.

1.5. Changes to the System

It should be noted that the System may be modified without prior notification. Such modifications may include the cessation of the System or specific features thereof, or the imposition of usage limitations. Furthermore, access to the System may be terminated without prior notice for any reason, including in the event of a violation of the terms and conditions set forth herein. In such an instance, the user shall remain bound by the terms and conditions.

1.6. Privacy Policy and Protection of Personal Data

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our websites and products, including personal information about our Customers and Authorized Users.

2. SECURITY

The Company demonstrates a commitment to the protection of personal data in accordance with the principles of data integrity and security. It must be acknowledged, however, that it is not possible to guarantee that unauthorized third parties will never be able to circumvent our security measures or use your personal information for improper purposes. You are aware that you are providing your personal information at your own risk.

3. THIRD-PARTY LINKS AND INFORMATION

It should be noted that the System may contain links to third-party materials that are not owned or controlled by the Company. It should be also noted that the Company shall not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. Should you access a third-party website from the System in question, or share your user content on or through any third-party website or the System, you do so at your own risk. Furthermore, you are aware that the aforementioned terms and the company's Privacy Policy shall not apply to your use of such sites. By accessing and utilizing third-party websites and content, including user-generated content, you explicitly absolve the Company of any and all liability. Furthermore, any transactions conducted with or participation in promotions of advertisers present on the System, including the payment and any additional terms (such as warranties), are conducted at the sole discretion of the respective advertisers. It is agreed that the Company shall not be held liable for any loss or damage incurred as a result of interactions with the aforementioned advertisers.

4. INDEMNITY

It is agreed that the undersigned shall defend, indemnify and hold harmless the Company and its subsidiaries, agents, licensors, managers and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of:

- Your utilization of and access to the System, including any data or content transmitted or received by you;
- Your contravention of any term of these Terms, including without limitation your breach of any of the representations and warranties;
- Your contravention of any third-party right, including without limitation any right of privacy or Intellectual Property Rights;
- Contravention of any applicable legislation, regulation or directive;
- User Content or any content submitted via the user account, including, but not limited to, information that is misleading, false or inaccurate;
- Intentional misconduct;
- Any other party's access and use of the System with the user's unique username, password or other appropriate security code.

5. PAID SERVICES

5.1 Billing Policies. It should be noted that certain aspects of the System may be provided for a fee or other charge. Should you opt to utilize the paid aspects of the System, you thereby consent to the pricing and payment terms as set forth on the AKE website (www.ake.net) or otherwise

communicated to you, as these may be updated from time to time at the discretion of the Company. The Company reserves the right to introduce new services for additional fees and charges, or to introduce or modify fees and charges for existing components of the System, at any time and at its own discretion. Any alteration to the pricing or payment terms shall become effective at the conclusion of the then-current billing cycle. The continued utilization of the System subsequent to the implementation of the revised subscription fee represents an acceptance of the modified subscription fee and an affirmation of adherence to these Terms.

5.2 Refund Policy. You can check the full version of Refund Policy which is available on our Website.

5.3 Payment Information. We accept various payment methods through cryptocurrency. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the System must be accurate, complete, and current. You agree to pay all charges incurred by users of your cryptocurrency payment method used in connection with a purchase or transaction or other monetary transaction interaction with the System at the prices in effect when such charges are incurred.

6. NO WARRANTY

The System is provided on an “AS IS” and “AS AVAILABLE” basis. It should be noted that the utilization of the System is at the user's own discretion and with full awareness of the inherent risks involved. To the fullest extent permitted by applicable law, the System is provided without any warranties whatsoever, whether express or implied.

This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. It should be noted that no warranty will be implied by any advice or information, whether oral or written, obtained by the user from the Company or through the System. Furthermore, the Company, its subsidiaries, its affiliates, and its licensors do not guarantee the veracity, reliability, or correctness of any content on the System.

Additionally, we do not guarantee that the System shall meet the user's requirements, that it will be available at any particular time or location, or that it will be uninterrupted or secure. Furthermore, we do not guarantee that any defects or errors will be corrected or that the System is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the System is downloaded at the user's own risk. The user will be held solely responsible for any damage to their computer system or mobile device or loss of data that results from such download or their use of the System.

Moreover, the Company does not provide any warranties, endorsements, guarantees, or assume any responsibility for any product or services that is advertised or offered by a third party through the System or any hyperlinked website. The Company shall not be a party to or in any way monitor any transaction between users and third-party providers of products or services.

7. LIMITATION OF LIABILITY

In accordance with the provisions of applicable law, the Company, its affiliates, agents, directors, employees, suppliers and licensors shall NOT be held liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the System. In no circumstances shall the Company be held liable for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the System or the information contained therein.

Insofar as is permitted by applicable law, the Company assumes no liability or responsibility for any of the following:

- Errors, mistakes or inaccuracies of content;

- Personal injury or property damage, of any nature whatsoever, resulting from access to or use of the System;
- Unauthorized access to or use of the secure servers and/or any and all personal information stored therein;
- Interruption or cessation of transmission to or from the System;
- Any bugs, viruses, Trojan horses, or other malicious software that may be transmitted to or through our System by any third party;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the System; and/or User content or the defamatory, offensive, or illegal conduct of any third party.

8. DISPUTES RESOLUTION

Any disputes between the Company and You shall be subject to resolution by way of negotiations.

Any complaints shall be reviewed and answered by the Company within 15 (fifteen) working days. If the complaint cannot be replied to within the aforementioned time due to its complexity or the necessity to clarify additional circumstances, the Customer who filed the complaint will be notified of it as well as of the term during which the complaint will be replied to.

If the Parties fail to reach an agreement, any court action between the Parties shall be resolved in the courts at the place of registration of the Company which has exclusive jurisdiction for resolving disputes arising under the Terms.

9. MISCELLANEOUS

9.1. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

9.2. Notification Procedures and Changes to these Terms. The Company may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by the Company in our sole discretion. The Company reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in these Terms. The Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

The Company may, in its sole discretion, modify or update these Terms from time to time. When we amend these Terms, we shall post the updated Terms on our website and notify you that changes have been made to these Terms. If you do not agree to these Terms or any amended Terms, do not use or access (or continue to access) the System. Your continued use of the System following the effective date of the Terms or effective date of any updated Terms shall confirm your consent and acceptance thereto. You also recognize and agree that the Company's Privacy Policy shall be revised with these Terms and may be revised and updated by the Company at any time in its sole discretion.

9.3 Entire Agreement/Severability. These Terms, together with any amendments and any additional agreements you may enter into with the Company in connection with the System, shall constitute the entire agreement between you and the Company concerning the System. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

9.4 No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

9.5 Contact. Please contact us at support@ake.net with any questions regarding these Terms.