

July 27th 2022

[DEFYME.io](https://defyme.io) is a website that provides users with the opportunity to play social blockchain games, purchase, collect, and showcase digital blockchain assets.

GFX Services Unipessoal Lda ("we" or "us") is making the App available to you. Before you use the App, however, you will need to agree to these Terms of Use and any terms and conditions incorporated herein by reference **collectively, these "Terms"**.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE APP. THESE TERMS GOVERN YOUR USE OF THE APP UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR THAT PURPOSE. WE ARE ONLY WILLING TO MAKE THE APP AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS.

THEREFORE, BY USING THE APP OR ANY PART OF IT, OR BY CLICKING "I ACCEPT" BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY'S BEHALF, IN WHICH CASE "YOU" WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE UNWILLING TO MAKE THE APP AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 15). PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY SINCE IT AFFECTS YOUR RIGHTS. BY USING THE APP OR ANY PART OF IT, OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.

ANY PURCHASE OR SALE YOU MAKE, ACCEPT OR FACILITATE OUTSIDE OF THIS APP (AS DEFINED BELOW) OF A MOMENT (AS DEFINED BELOW) WILL BE ENTIRELY AT YOUR RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OF DIGITAL ASSETS OUTSIDE OF THIS APP.

WE EXPRESSLY DENY ANY OBLIGATION TO INDEMNIFY YOU OR HOLD YOU HARMLESS FOR ANY LOSSES YOU MAY INCUR BY TRANSACTING, OR FACILITATING TRANSACTIONS, IN DIGITAL ASSETS OUTSIDE OF THIS APP.

This document contains essential information regarding your rights and obligations, as well as conditions, limitations and exclusions that might apply to you. Please read it carefully.

Any changes to these Terms will be in effect as of the "Last Updated Date" referred to at the top of this page. Therefore, you should review these Terms before using the App or purchasing any product or using any available services through this App.

Your continued use of this App after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

By using this App, you affirm that you are of legal age to enter into these Terms, and you accept and are bound by these Terms. Further, you declare that if you are using this App on behalf of an organization or company, you have the legal authority to bind any such organization or company to these Terms.

You may not use this App if you:

- 1. do not agree to these Terms;**
- 2. are not of the age of majority in your jurisdiction of residence; or**
- 3. are prohibited from accessing or using this App or any of this App's contents, products or services by applicable law in your jurisdiction of residence.**

1. USE OF THE APP AND SECURITY

1.1. To most efficiently use the App, you should first install a web browser (such as the Google Chrome web browser). You will also need to use Metamask or another supported electronic wallet, which will enable you to, sign, approve, mint and manage your tokens across the blockchain networks our app supports. You are responsible for the security of your electronic wallets.

1.2. You can use your electronic wallet to purchase, store, and engage in transactions using your credit card (through a third party partner) or via one or more cryptocurrencies that we may elect to accept from time to time. Transactions that take place on the App are managed and confirmed via the Blockchain Networks our app supports. You understand that your public address will be made publicly visible whenever you engage in a transaction on the App.

1.3. You can create your User Profile, giving the possibility to have your own branding/collector's identity, by following setting your Username, choosing an Avatar, associating an optional email address for us to contact you. By submitting your email address on the user profile, you will receive important information not only about the project itself, but also about your own collector accomplishments, marketplace sales, and more.

2. PAYMENT, GAS FEES, AND TAXES

2.1. FINANCIAL TRANSACTIONS ON APP

Any payments or financial transactions you engage in via the App will be conducted solely through the Blockchain Supported Networks. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. We have no liability to you or any third party for any claims or damages that may arise due to any payments or transactions you engage in via the App or any other payment or transactions you conduct via the Blockchain Supported Networks. We do not provide refunds for any purchases that you might make on or through the App. You agree that we will provide you with immediate access to the digital assets upon completion of the purchase without waiting for the 14-day retraction period. Given the digital nature and the immediate delivery of any type of content after purchase, the withdrawal period provided for in Article 17 of the Decree-Law no. 24/2014, of February 14th and the article 9 of the European Directive related to Consumer Right Protection shall not apply. **BY PURCHASING ANY TYPE OF CONTENT ON THE APP, THE USER EXPRESSLY WAIVES HIS/HER RIGHT OF WITHDRAWAL.**

2.2. BUYING TOKENS WITH CREDIT CARDS

We are implementing a system on our website through which users can quickly and effortlessly acquire Digital Assets. This service is provided by a Third-Party, being fully responsible for the operation of the on-ramp system.

2.3. GAS FEES

Every transaction on the supported Blockchain Networks requires the payment of a transaction fee (each, a "Gas Fee"). The Gas Fees fund the network of computers that run the decentralized Blockchain Networks. As a result, you will need to pay a Gas Fee for each transaction you instigate via the App. Except as otherwise expressly outlined in these Terms, you will be solely responsible for paying any Gas Fee for any transaction that you instigate via the App.

2.4. RESPONSABILITY FOR TAXES

You will be solely responsible for paying any sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, the "Taxes") associated with your use of the App. Except for income taxes levied on us, you: (a) will pay or reimburse us for all taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (b) will not be entitled to deduct the amount of any such taxes, duties or assessments from payments (including Gas Fees) made to us according to these Terms.

3. OWNERSHIP RESTRICTIONS

3.1. WE OWN THE WEBSITE AND THE APP

Except as expressly set forth herein, your use of the App does not grant you ownership of any other rights concerning any content, code, data, or other App Materials that you may access on or through the App. We reserve all rights in and to the App Materials that are not expressly granted to you in these Terms.

3.2. USER FEEDBACK

You may choose to submit comments, bug reports, ideas or other feedback about the App, including without limitation about improving the App (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you and disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

4. CONDITIONS OF USE AND PROHIBITED ACTIVITIES

YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR OWN CONDUCT WHILE ACCESSING OR USING THE APP AND FOR ANY CONSEQUENCES THEREOF. YOU AGREE TO USE THE APP ONLY FOR PURPOSES THAT ARE LEGAL, PROPER, PER THESE TERMS AND ANY APPLICABLE LAWS OR REGULATIONS.

4.1. USER WARRANTIES

Without limiting the foregoing, you warrant and agree that your use of the App will not (and will not allow any third party to):

In any manner involve:

- the sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- the uploading, posting, transmitting or otherwise making available through the App any content that infringes the proprietary intellectual property rights of any party;
- using the App to violate the legal rights (such as rights of privacy and publicity) of others;
- engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering);
- interfering with other user's enjoyment of the App;
- exploiting the App for any unauthorized commercial purpose;
- modifying, adapting, translating, or reverse engineering any portion of the App;
- removing any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it; reformatting or framing any portion of the App;
- displaying any content on the App that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
- using any spider, site search/retrieval application, or other devices to retrieve or index any portion of the App or the content posted on the App, or to collect information about its users for any unauthorized purpose;
- accessing or using the App to create a product or service that is competitive with any of our products or services;
- abusing, harassing, or threatening another user of the App or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favoritism by our employees or otherwise); or

- using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the App or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers; or
- creating user accounts by automated means or under false or fraudulent pretenses;
- the impersonation of another person (via the use of an email address or otherwise);
- using, employing, operating, or creating a computer program to simulate the human behavior of a user ("Bots");
- using, employing, or operating Bots or other similar forms of automation to engage in any activity or transaction on the App;

5. TERMINATION

5.1. YOU TERMINATE

You may terminate these Terms at any time by discontinuing your access to and use of the App.

5.2. REFERRAL TO GOVERNMENTAL AUTHORITY

Without the provision of prior notice, we have the right to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority or notifying the harmed party of any illegal or unauthorized use of the App. In addition, without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the App.

YOU WAIVE AND HOLD US AND OUR AFFILIATES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS HARMLESS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY US AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER US OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

6. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE APP IS AT YOUR SOLE RISK AND THAT THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE ACCORDING TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE APP AND ANY PART OF IT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

1. YOUR ACCESS TO OR USE OF THE APP WILL MEET YOUR REQUIREMENTS;
2. YOUR ACCESS TO OR USE OF THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
3. USAGE DATA PROVIDED THROUGH THE APP WILL BE ACCURATE;
4. THE APP OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE APP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR
5. THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE APP WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY OF THE BLOCKCHAIN NETWORK WE SUPPORT, OR YOUR ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM:

1. USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS;
2. SERVER FAILURE OR DATA LOSS;
3. CORRUPTED WALLET FILES; OR
4. UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE APP, THE SUPPORTING BLOCKCHAINS, OR ANY ELECTRONIC WALLET.

DIGITAL ASSETS EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORKS. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE SUPPORTED BLOCKCHAINS. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES CONCERNING SMART CONTRACTS.

WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF BLOCKCHAINS, OR ANY ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE BSC, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

7. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DIMINUTION OF VALUE OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE APP, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF THE AMOUNTS YOU HAVE ACTUALLY AND LAWFULLY PAID US UNDER THESE TERMS IN THE TWO (2) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE APP AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO PROVIDE THE APP TO YOU WITHOUT THESE LIMITATIONS.

8. ASSUMPTION OF RISK

8.1. VALUE AND VOLATILITY

The prices of digital blockchain assets are highly volatile and subjective, and digital blockchain assets may have no inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the value of your digital assets, which may also be subject to significant price volatility. We cannot guarantee that any digital asset purchased will retain their original value, as the value of digital assets are inherently subjective. Factors occurring outside of the our ecosystem may materially impact the value and desirability of any particular digital asset offered in our app.

8.2. TAX CALCULATIONS

You are solely responsible for determining what, if any, taxes apply to your digital assets related transactions. We are not responsible for determining the taxes that apply to your transactions on the App.

8.3 USE OF BLOCKCHAINS

The App does not store, send, or receive digital assets. This is because the digital assets exists only under the ownership record maintained on the App's supporting blockchain networks. Therefore, any transfer of digital assets occurs within the supporting blockchain networks and not on the App.

8.4. INHERENT RISKS WITH DIGITAL ASSETS

There are risks associated with using digital assets, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the supporting blockchain networks, however, caused.

8.5. REGULATORY UNCERTAINTY

The regulatory regime governing blockchain technologies, digital assets is uncertain, and new regulations or policies may materially adversely affect the development of the App, and therefore the potential utility or value of your digital assets.

8.6. SOFTWARE RISKS

Upgrades to any of the supported blockchains, Hard-Forks, or a change in how transactions are confirmed may have unintended, adverse effects on all supported blockchains and in the App.

9. INDEMNIFICATION

You agree to hold harmless and indemnify us and our affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost and attorneys' fees arising out of or in any way related to

1. your breach of these Terms;
2. your misuse of the App; or
3. your violation of applicable laws, rules or regulations in connection with your access to or use of the App. You agree that we will have control of the defense or settlement of any such claims.

10. EXTERNAL SITES

The App may include hyperlinks to other websites or resources (collectively, the "External Sites"), which are provided solely as a convenience to our users. We have no control over any External Sites. Accordingly, you acknowledge and agree that we are not responsible for the availability of any External Sites and that we do not endorse any advertising, products or other materials on or made available from or through any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

11. FORCE MAJEURE

11.1. FORCE MAJEURE EVENTS

We will not be liable to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, tsunami, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this agreement; (f) strikes, labour stoppages or slowdowns or other industrial disturbances; (g) shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity; and (h) other similar events beyond our control.

11.2. PERFORMANCE DURING FORCE MAJEURE EVENTS

If we suffer a Force Majeure Event, we will use reasonable efforts to promptly notify you of the Force Majeure Event, stating the period of time the occurrence is expected to continue. We will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We will resume the performance of our obligations as soon as reasonably practicable after removing the cause. If our failure or delay remains uncured for a period of forty-five (45) consecutive days following written notice given by us under this Section 11, we may thereafter terminate these Terms upon fifteen (15) days written notice.

12. CHANGES TO THE APP

We are constantly innovating the App to help provide the best possible experience. You acknowledge and agree that the form and nature of the App, and any part of it, may change from time to time without prior notice to you and that we may add new features and change any part of the App at any time without notice.

13. CHILDREN

The App is not intended for children under 18. If you are under the age of 18, you may not use the App. We do not knowingly collect information from or direct any of our content specifically to children under 18. If we learn or have reason to suspect that you are a user under 18, we will have to take measures in order to keep you from using the app interface. In addition, other countries may have different minimum age limits, and if you are below the minimum age for providing consent for data collection in your country, you may not use the App.

14. PRIVACY POLICY

Our Privacy Policy describes how we collect, use, store and disclose your personal information, and is hereby incorporated into these Terms. You agree to the collection, use, storage, and disclosure of your data under our Privacy Policy.

15. DISPUTE RESOLUTION; BINDING ARBITRATION

YOU AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. IN ADDITION, YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

15.1. BINDING ARBITRATION

All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated in addition to that or derived therefrom, shall be referred to and finally resolved by arbitration under the Arbitration Center of the Portuguese Chamber of Commerce and Industry ("Arbitration Center"). The

appointing authority shall be the Arbitration Center. The Arbitration Center shall administer the case in accordance with its Rules. The place of arbitration shall be Lisbon, Portugal.

15.2. ARBITRATION FEES

Each party will cover its fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and expenses reasonably related to the arbitration proceedings, we will settle them for you.

15.3. AWARD ENFORCEMENT

The arbitrator's award will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

15.4. OUR EQUITABLE REMEDIES

Notwithstanding the foregoing, we may seek injunctive relief in any jurisdiction in any court of competent jurisdiction. You agree that these Terms are specifically enforceable by us through injunctive relief and other equitable remedies without proof of monetary damages.

16. GENERAL

16.1. ENTIRE AGREEMENT

Entire Agreement. These Terms and our Privacy Policy constitute the entire legal agreement between you and us and will be deemed to be the final and integrated agreement between you and us, and govern your access to and use of the App, and completely replace any prior or contemporaneous agreements between you and us related to your access to or use of the App, whether oral or written.

16.2. NO THIRD-PARTY BENEFICIARIES

These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you

16.3. INTERPRETATION

The language in these Terms will be interpreted as its fair meaning and not strictly for or against any party.

16.4. SEVERABILITY

Should any part of these Terms be held invalid, illegal, void or unenforceable, that portion will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16.5. NO WAIVERS

Our failure or delay in exercising or enforcing any right or provision of these Terms will not constitute or be deemed a waiver of the future exercise or enforcement of such right or provision. The waiver of any right or provision of these Terms will be effective only if in writing and signed for and on behalf of us by a duly authorized representative.

16.6. GOVERNING LAW

All matters arising out of or relating to these Terms will be governed by and construed in accordance with the laws of Portugal applicable therein without giving effect to any choice or conflict of law provision or rule.

16.7. NOTICES

We may provide you with any notices (including, without limitation, those regarding changes to these Terms) by email or postings on the App. By providing us with your email address, you consent to use the email address to send you any notices. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

16.8. ASSIGNMENT

You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate or in connection with an acquisition, sale or merger.