

# Terms of Use

**Effective Date: 2024/01/08**

Welcome to the Atombeat website!

## **1. Acceptance of Terms**

By accessing or using this Website, you acknowledge that you have read, understood and agreed to the following terms ("Terms"). In case you do not understand or agree to any of these Terms, you should immediately exit this Website. Atombeat Inc. ("Atombeat" or "we" or "us") reserves the right to modify these Terms at any time without notice to you, and such modification shall be effective immediately upon posting of the modified Terms. You agree to review the Terms periodically to be aware of such modifications and your continued access to or use of the Website shall be deemed your conclusive acceptance of the modified Terms. In the event of any violation of these Terms, Atombeat shall have the right to seek all available legal and equitable remedies.

## **2. Our Website Content**

The contents of this Website include but are not limited to text, images, data, points of view, suggestions, web pages, and links offered on or through the Website (the "Website Content"). This Website and the Website Content are provided for your convenience only. Although Atombeat has attempted to provide accurate information on this Website, it assumes no obligation or responsibility whatsoever regarding the accuracy and completeness of the information. Atombeat may change the contents available on this Website or the products listed on the Website at any time and without notice.

ALL INFORMATION PROVIDED ON THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND. ATOMBEAT HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **3. Software Content**

Atombeat and/or its licensors own and retain all rights, including all applicable intellectual property rights, in all software on this website, in both source and binary forms, sample code, APIs, SDKs, associated documentation, and other related materials (collectively, "Software Content").

Unless you have obtained a relevant license through other agreements entered between you and Atombeat, nothing in these Terms grants any right or license to Software Content to you, and you shall not:

- modify, reverse engineer, decompile, disassemble, split, adapt, implant, or create derivative works based on the Software Content;
- research the internal implementation of Atombeat products, obtain product source code, or infringe intellectual property rights in any manner; and/or

- disclose results of any benchmark tests.

#### **4. Your Use of this Website**

You shall not use this Website and/or the Website Content for any purpose that is illegal or contrary to these site terms, in connection with any illegal purposes, or to solicit the performance of any illegal activity or activities that infringe on the rights of Atombeat or any third party.

You shall not gain or attempt to gain unauthorized access to any portion of this Website, or to any of the services offered on or through the Website, or to any other systems or networks connected to any Atombeat server.

You shall not take any action that will place an excessive load on this Website, including but not limited to its infrastructure, systems, and networks.

You shall not obtain, or attempt to obtain, any Website Content through any means not purposely made available through this Website or use any manual or automatic process, device, program, algorithm, or methods to access, obtain, copy, or monitor any portion or content of this Website.

You shall not test by scanning or other means the vulnerability of this Website or any networks connected to this Website, nor breach the security or authentication measures of this Website and the services offered on or through this Website. You shall not reverse lookup, trace, or attempt to trace any information of any other users or visitors of Atombeat or this Website, or exploit or reveal any information or services offered on or through this Website.

You shall not interfere with or attempt to interfere with the proper operation of this Website and any other person's use of this Website by any means, including but not limited to using any device, software, or program.

When using this Website and its contents, you agree to comply with applicable laws and regulations. You shall not use the Website to post, transmit or distribute content that is obscene, offensive, defamatory or otherwise objectionable. You shall not use this Website and its content to produce, read, copy, or disseminate any information that is illegal, to infringe on any other person's rights, or to cause nuisance, annoyance or inconvenience to any other person. You shall not use this Website and its contents to engage in any activity that endangers cyber security and any computer system.

#### **5. Trademark**

All trademarks and logos displayed, mentioned or otherwise used on this Website are the property of Atombeat or its licensors as stated if applicable. You shall not use any of these trademarks or logos in any way without express prior written permission from Atombeat or such licensors as applicable.

#### **6. Privacy**

Atombeat's Privacy Policy is applicable to the collection, use and disclosure of personal data on or through this Website. By using this Website, you agree to the collection, use and disclosure of personal data by Atombeat in accordance with our Privacy Policy.

#### **7. User Accounts and Profiles**

In order to access this Website or obtain certain functions or services of our Website, you may be required to create an account, set up a user profile, or download software. Additional Atombeat terms or requirements for certain functions or services may apply. In case of any conflict between such additional terms and these Terms, the additional terms shall prevail in respect of the aforementioned certain functions or services.

You shall not impersonate another person or entity, or forge your identity to access this Website. If any portion of the Website requires you to create an account or set up a user profile, the information you provide must be truthful and accurate. You agree to keep your account information secure and confidential and to never allow another person or entity to access your account or profile using your username or password at any time, otherwise you may be held liable for the losses incurred by Atombeat or any other users or visitors to this Website.

Atombeat reserves the right, at its sole discretion, to reject or remove any content that you post, restrict, suspend, or terminate your access to the Website, and may retain or delete your information or content.

#### **8. Copyright**

All contents on this Website are provided by Atombeat, its content providers and/or third party licensors. All intellectual property rights to or over the contents on this Website belong to Atombeat, its content providers and/or third party licensors, unless otherwise expressly stated. All such rights are reserved. Without the prior written consent of Atombeat, the contents on this Website shall not be reproduced, modified, promoted, distributed, photocopied, played, disassembled, reverse engineered, decompiled, linked or transmitted with hyperlinks, loaded into other servers by "mirroring", or uploaded or stored in an information retrieval system, or otherwise used for any other purposes by any person by any means apart from in the ordinary course of accessing this Website.

#### **9. Product Availability**

The availability of the products and services described on this Website, and the descriptions of such products and services, may vary in your country or region and include products and services not launched in your country or region. Please consult your local Atombeat sales representative or agent for specific products and/or services information.

#### **10. Links to Third Parties**

Although links to third party websites may be contained in this Website for your convenience, Atombeat shall not be responsible for any content, products or services of any such third party websites (including errors and omissions therein). Atombeat shall not be liable for any loss or damage of any kind arising from your use or access to third party websites. You might need to review and agree to applicable rules of use when using such websites. In addition, a link to a third party website shall not be construed as an endorsement by Atombeat of the website or the products or services referenced therein.

#### **11. Limitation of Liability**

Neither Atombeat nor any of its affiliates, subsidiaries, directors, agents, employees or other representatives shall be liable for any indirect, special, incidental, consequential, punitive, and/or exemplary damages (including without limitation, loss of profits or revenues, loss of anticipated savings, loss of data, loss of reputation or goodwill, and/or loss of business), whether under contract, tort (including negligence) or any other theory of liability, in connection with this Website or the use of or inability to use this Website or reliance on the contents contained herein, even if Atombeat is advised of the possibility of such damages. Unless otherwise agreed in writing by Atombeat in any sales contract, to the extent permitted by applicable law, Atombeat assumes no legal liability or responsibility for the accuracy, completeness, or usefulness of any of the contents or materials on this Website, whether under contract, tort (including negligence) or any other theory of liability.

## **12. Indemnity**

You agree to indemnify, defend and hold harmless Atombeat, its affiliates, subsidiaries, directors, officers, employees, agents, and any third party licensors and content providers, from and against any losses, damages, claims, costs (including legal costs), expenses, demands, and actions, due to or arising out of your use of the Website, your access or connection to the Website, and/or your violation of these Terms.

## **13. Applicable Law and Dispute Resolution**

You agree that your access to and all related activities on or through this Website, as well as these Terms, shall be governed by, construed, and interpreted in accordance with the laws of the Republic of Singapore. You irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore to settle any dispute arising out of or in connection with these Terms and/or your access to and all related activities on or through this Website.