

# Terms and Conditions

Welcome to Zencoserve NPC ("we", "us", or "our"). These Terms and Conditions ("Terms") govern your access to and use of our website (the "Platform"). By accessing or using our Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Platform.

## 1. Eligibility

1.1 You must be at least 18 years old and have the legal capacity to enter into these Terms and Conditions to use our Platform.

1.2 By using our Platform, you represent and warrant that you meet all eligibility requirements.

## 2. Account Registration

2.1 To access certain features of our Platform, you must create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

2.2 You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

## 3. Use of the Platform

3.1 You agree to use the Platform only for lawful purposes and in accordance with these Terms and Conditions. You are responsible for complying with all applicable laws and regulations.

3.2 You agree not to:

Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform.

Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.

## 4. Transactions

4.1 The Platform allows you to perform transactions for different products and services. You are solely responsible for your decisions and any potential losses associated with these transactions.

4.2 You are responsible for the accuracy of recipient details before completing the transaction. Any errors cannot be rectified or reversed.

4.3 We do not provide investment advice or recommendations. Any information provided on the Platform is for informational purposes only.

4.4 We are not responsible for any losses that may be incurred as a result of you performing transactions on the Platform.

## 5. Fees

5.1 We may charge fees for certain services provided on the Platform. Our fee schedule is available on our website and may be updated from time to time.

5.2 You agree to pay all applicable fees and charges associated with your use of the Platform in accordance with our fee schedule.

## 6. Intellectual Property

6.1 The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by intellectual property laws.

6.2 You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform for your personal, non-commercial use.

## 7. Limitation of Liability

7.1 No Warranty: The Platform is provided on an "as is" and "as available" basis. We do not warrant that the Platform will be uninterrupted, timely, secure, or error-free, or that any defects will be corrected. We make no warranties, express or implied, regarding the use or the results of the use of the Platform in terms of correctness, accuracy, reliability, or otherwise.

7.2 Assumption of Risk: You understand and agree that you are using the Platform at your own risk.

7.3 Liability Cap: To the fullest extent permitted by applicable law, in no event shall we, our affiliates, our licensors, service providers, employees, agents, officers, or directors be liable for any direct, indirect, incidental, special, punitive, or consequential damages of any kind (including, but not limited to, damages for loss of profits, loss of data, business interruption, or other intangible losses) arising out of or in connection with your use of, or inability to use, the Platform, any content on the Platform, or any services provided through the Platform, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of such damage.

7.4 Aggregate Liability: In no event shall our aggregate liability to you for all claims arising out of or related to these Terms or your use of the Platform exceed the greater of (i) the total amount you have paid to us for services in the six (6) months immediately preceding the events giving rise to such claim or (ii) R1808,67.

7.5 Third-Party Services: The Platform may contain links to third-party websites or services that are not owned or controlled by us. We do not have any control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

## 8. Indemnification

8.1 Your Agreement to Indemnify: You agree to indemnify, defend, and hold harmless the Platform, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

Your use of the Platform, including any data or content transmitted or received by you.

Your violation of these Terms, including but not limited to any breaches of your representations and warranties set forth herein.

Your violation of any third-party right, including without limitation any right of privacy, publicity rights, or intellectual property rights.

Your violation of any law, rule, or regulation of any jurisdiction.

Any claim or damages that arise as a result of any of your User Content or any content that is submitted via your account.

Any other party's access and use of the Platform with your unique username, password, or other appropriate security code.

8.2 Indemnification Procedure: We will provide you with prompt written notice of any such claim, suit, or proceeding and will cooperate with you, at your expense, in defending any such claim, suit, or proceeding. You will not settle any claim, suit, or proceeding in any manner that admits fault, liability, or wrongdoing on the part of any Indemnified Party or imposes any obligation on any Indemnified Party without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.