

## **TERMS OF SERVICE**

The present Terms of Service were last updated on May 25, 2018.

These Terms of Services (the “Agreement”) and all supplemental terms, as amended from time to time, govern Your use of any product, online services, platform or website: [www.theabyss.com](http://www.theabyss.com) (“Services”) offered by The Abyss Ltd., a limited liability company, incorporated in Malta under the Registration No. C 85718, having its registered office at: Orange Point Building, Second Floor, Dun Karm Street, Birkirkara By-Pass, Birkirkara BKR 9037, Malta (the “Company” or “The Abyss”) and the user (the ‘User” or “You”) of The Abyss Services. By clicking ‘Sign Up” on the registration forms You indicate Your acceptance of all the terms and conditions of these Terms of Service and Your registration on The Abyss.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK ON «SIGN UP» BUTTON, ONCE THE BUTTON IS CLICKED YOU ARE BOUND BY THE TERMS OF THESE TERMS OF SERVICES REGARDLESS OF WHETHER OR NOT YOU REGISTER FOR OR USE THE SERVICE. THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE BY The Abyss AT ANY TIME, EFFECTIVE UPON NOTICE TO YOU, WHICH NOTICE SHALL BE DEEMED TO HAVE BEEN PROVIDED UPON OUR POSTING OF THE CURRENT VERSION OF THESE TERMS AND CONDITIONS ON THE WEBSITE/ UPON OUR UPDATING THE APPLICATION WITH THE CURRENT VERSION OF THIS AGREEMENT.

**1. Eligibility.** By registering on The Abyss, You represent and warrant that You are at least 16 years old. Use of Service and registration on The Abyss is void where prohibited. By using The Abyss, You represent and warrant that You have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You may not authorize others to use Your registration, and You may not assign or otherwise transfer Your account to any other person or entity.

**2. Term.** This Agreement will remain in full force and effect while You use The Abyss Services. You may terminate Your registration at any time, for any reason, effective upon receipt of Your written notice of termination by The Abyss Support Service at the e-mail address: **support@theabyss.com**.

The Abyss may terminate Your registration for any reason, with or without explanation, effective upon sending a notice to Your e-mail address provided at registration, or to any other e-mail address provided by You to The Abyss.

**3. The Abyss Account.** Use of some The Abyss Services requires The Abyss account (“Account”). To create an Account You must have an e-mail address and provide truthful and accurate information. You also should create a “user name” (“Nickname”) that will help The Abyss to identify You on The Abyss.

The Abyss prohibits the use of more than one Account by one and the same User (“prohibition of multi-accounts”) and the use of multi-accounts can lead to an immediate ban of the User. Furthermore it is strictly prohibited to sell or assign You Account to someone else.

You are responsible for the confidentiality of Your login and password and for the security of Your computer system and/or any other device. The Abyss is not responsible for the use of Your password and Account or for all of the communication and activity on The Abyss that results from use of Your login name and password by You, by any person to whom You may have intentionally or by negligence disclosed Your login and/or password in violation of this confidentiality provision. Unless it results from The Abyss negligence or fault, The Abyss is not responsible for the use of Your Account by a person who fraudulently used Your login and password without Your permission. If You believe that the confidentiality of Your login and/or password may have been compromised, You must notify The Abyss Support Service without any delay to: [support@theabyss.com](mailto:support@theabyss.com).

**4. Privacy and Personal Data.** You privacy is important to us. Please read The Abyss Privacy Policy carefully for information relating to The Abyss collection, processing and use of personal information. You can find The Abyss Privacy Policy at: <https://theabyss.docsend.com/view/xksf67v>. You understand, acknowledge and agree that public communications on The Abyss Services are not private or confidential and may be viewed and used by others accessing to The Abyss Services.

**5. Intellectual Property Rights.** Between The Abyss and You all content on The Abyss Services is owned by The Abyss and are protected by copyright laws, international copyright treaties and international conventions and other laws protecting intellectual property and related proprietary rights. You may not copy or download any content from The Abyss unless You are expressly authorized to do so. You agree not to remove, obscure or alter copyright, patent, trademark or other proprietary rights notices affixed to any The Abyss content. You may not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from or otherwise make unauthorized use of The Abyss content. The Abyss reserves all rights in The Abyss owned and licensed content that are not expressly granted to you in these Terms of Service. Making unauthorized copies of content found on The Abyss may result in the termination of you're the Abyss account, prohibition on use of The Abyss services and further legal action. You agree to indemnify and hold The Abyss harmless from any unauthorized of illegal conduct by You, or through the use of Your account on The Abyss services.

**6. Use of The Abyss Software.** The Abyss may require or allow You to download The Abyss software ("The Abyss Software"). In such cases The Abyss grants to you a non-exclusive, revocable, limited license to use The Abyss Software solely for the purpose stated by The Abyss at the time The Abyss Software is made available to You. If an end user license agreement is provided with The Abyss Software, Your use of The Abyss Software is subject to the end user license agreement in addition to these Terms of Service. You may not sub-license, transfer, charge others to use or access The Abyss Software or commercially exploit The Abyss Software in any other way. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from The Abyss Software. You may not modify The Abyss Software or use it in any way not expressly authorized in writing by The Abyss. You understand that The Abyss introduction of various technologies may not be consistent across all platforms and that the performance of The Abyss software and related services may vary depending on your computer and other equipment/devices.

From time to time The Abyss may provide You with updates or modifications to The Abyss Software. You understand that certain updates and modifications may be required in order to continue use of The Abyss Software and Services.

**7. Paid Services.** The use of The Abyss Services, especially the creation of an Account, is free of charge unless otherwise stated. Some additional features, options and services of The Abyss may be available for paying Users. Payments may be made via payment providers. When making payments via payment providers, please make sure to carefully read and agree to the terms and conditions of such payment providers beforehand. You can find more information about the payment providers, their terms and conditions and their privacy policy on their respective websites.

You will be informed separately in each case about the object of the purchase, the function and the features of such object, the duration of availability of such object (if any), the purchase price and the available payment method.

**8. Content Posted at The Abyss:**

- a. You understand and agree that The Abyss may at its sole discretion store for review and delete any content (the «Content») that in the sole judgment of The Abyss violate this Agreement or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other Users or any third parties.
- b. You are solely responsible for the Content that You publish or display (hereinafter, «post») via The Abyss, or transmit to other Users.
- c. By posting Content to any public area of The Abyss You automatically grant, represent and warrant that You have the right to grant to The Abyss an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and Content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.
- d. The following is a partial list of Content that is illegal or prohibited on The Abyss. The Abyss reserves the right to investigate and take appropriate legal action at its sole discretion against anyone who violates this provision including without limitation removing the offending communication from The Abyss and terminating the membership of such violators. Prohibited Content includes, but is not limited to, Content that:
  - is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - harasses or advocates harassment of another person;
  - involves the transmission of «junk mail», «chain letters», or unsolicited mass mailing or «spamming»;
  - promotes information that You know is defamatory, false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - promotes an illegal or unauthorized copy of another persons' copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent

manufacture installed copyright protected devices, or providing pirated music or links to pirated music files;

- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - publicly displays inappropriate Content or material (involving, for example, nudity, bestiality, pornography, graphic violence, or criminal activity);
  - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- e. You must use The Abyss in a manner consistent with any and all applicable laws and regulations.
- f. To ensure the quality of the Service provided, Your communication through The Abyss may be recorded.
- g. The Abyss reserves the right to investigate and take appropriate legal action at its sole discretion against anyone who violates this Section 8 including without limitation removing the offending communication from The Abyss and terminating the registration of such violators.

**9. Links to Third Parties Websites.** The Abyss Services may include hyperlinks to websites operated by third parties including advertisers and other content providers. Those sites may collect data or personal information from you. The Abyss does not control such websites and is not responsible for their content, privacy policy, or for collection, use or disclosure of any information those sites may collect.

In regard to all contents and services that are not authored by The Abyss, The Abyss does not screen such third party content available on The Abyss or through other sources. The Abyss assumes no responsibility or liability for such third party content. Some third party application software is capable of being used by businesses for business purposes - however, you may only acquire such software via The Abyss for private personal use.

**10. Disclaimers.** The Abyss PROVIDES THE SERVICE ON AN «AS IS» BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FURTHER, The Abyss DOES NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. The Abyss DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY.

**11. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER The Abyss, ITS LICENSORS, NOR THEIR AFFILIATES, NOR ANY OF The Abyss SERVICE PROVIDERS, SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY

TO USE The Abyss, YOUR ACCOUNT, YOUR SUBSCRIPTIONS AND THE CONTENT AND SERVICES INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL The Abyss BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH The Abyss, THE CONTENT AND SERVICES, THE SUBSCRIPTIONS, AND ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH, OR THE DELAY OR INABILITY TO USE THE CONTENT AND SERVICES, SUBSCRIPTIONS OR ANY INFORMATION, EVEN IN THE EVENT OF The Abyss OR ITS AFFILIATES' FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR BREACH OF The Abyss WARRANTY AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND LIABILITY EXCLUSIONS APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE.

**12. Amendments to These Terms of Service.** The Abyss may amend these Terms of Service unilaterally at any time in its sole discretion. In this case, You will be notified via The Abyss of any amendment to these Terms of Service. You can view these Terms of Service at any time at [www.theabyss.com](http://www.theabyss.com). Your failure to cancel your Account within thirty (30) days after the entry into force of the amendments will constitute your acceptance of the amended Terms of Service. If you don't agree to the amendments or to any of the conditions in these Terms of Service, Your only remedy is to cancel Your Account. The Abyss shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account, nor shall The Abyss have any obligation to prorate any fees in such circumstances.

**13. Jurisdiction.** The present Terms of Service will be governed by and construed in accordance with the laws of Malta. You agree that any dispute or claim arising out of or in connection with these Terms of Service and/or the Services shall be exclusively referred to arbitration in Malta. The number of arbitrators shall be one (1) and the arbitrator shall be appointed by mutual accord of the Parties. Should the Parties fail to reach an agreement within fifteen (15) days from notice of arbitration being given, the Malta Centre for Arbitration shall appoint an arbitrator at its own discretion. The language of the arbitration shall be English and the arbitration procedure shall be regulated by the rules regulating the Malta Arbitration Centre in the Arbitration Act (Chapter 387 of the Laws of Malta).