

Hype Labs Terms of Use

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BY CLICKING “I ACCEPT,” OR BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE HYPE LABS PRIVACY POLICY (TOGETHER, THE “**TERMS**”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Site.

1. **Prohibited Conduct.** You agree not to (a) use the Site for any commercial purpose (unless you have entered into a separate agreement with Hype Labs expressly permitting commercial use); (b) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or falsifying your age or date of birth; (c) use the Site, intentionally or unintentionally, for any illegal purpose or in violation of any local, state, national, or international law; (d) violate, or encourage others to violate, any right of a third party; (e) access, monitor, or copy any content or information on the Site using any robot, spider, scraper, or other automated means or any manual process, including phishing, for any purpose without our express written permission; (f) violate the restrictions in any robot exclusion headers on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site; (g) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (h) “frame,” “mirror,” or otherwise incorporate any part of the Site into any other website without our prior written authorization; (i) interfere with security-related features of the Site, including by reverse engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law; (j) interfere with the operation of the Site including by interfering with or disrupting any network, equipment, or server connected to or used to provide the Site, or violating any regulation, policy, or procedure of any such network, equipment, or server; or (k) attempt to do any of the acts described in this Section 1, or assist or permit any person in engaging in any of the acts described in this Section 1.
2. **Discontinuation and Modification of the Site.** Hype Labs reserves the right to modify, discontinue, and restrict, temporarily or permanently, all or part of the Site

without notice in our sole discretion. Neither we nor our suppliers or licensors will be liable to you or to any third party for any modification, discontinuance, or restriction of the Site.

3. **Termination of Use.** If you violate any provision of these Terms, your permission from us to use the Site will terminate automatically. Notwithstanding any provision of these Terms, we reserve the right, without notice and in our sole discretion, to block, restrict, and prevent your future access to, and use of, the Site.
4. **Privacy Policy.** We may collect information about you through the Site. Please read the Hype Labs Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. The Hype Labs Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
5. **SDK Terms.** Your use of our SDK is governed by our Software Development Kit License Agreement, and is subject to you paying all applicable fees.
6. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you may be required to accept the modified Terms in order to continue to use the Site or certain features of the Site. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
7. **Feedback.** Any materials, including but not limited to comments, suggestions, ideas, or other information, provided by you in the form of email or other submissions to us (collectively "**Feedback**"), are non-confidential and you hereby grant to us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use your Feedback for any purpose without compensation or attribution to you.
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11. **Digital Millennium Copyright Act.** We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Service, you may contact our Designated Agent at the following address:

Hype Labs Inc.

ATTN: Legal Department (Copyright Notification)

20 Thompson Street 4A, 10013 NY, USA

Email: copyright@hypelabs.io

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13. **Limitation of Liability**

NEITHER HYPE LABS NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF HYPE LABS OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE MAXIMUM TOTAL LIABILITY OF HYPE LABS AND ITS SUPPLIERS AND LICENSORS TO YOU FOR ALL CLAIMS UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Hype Labs agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within California for the purpose of litigating any dispute. We make no representation that materials included in the Site are appropriate or available for use in other locations.

15. **General.** These Terms, together with the Privacy Policy are the entire and exclusive understanding and agreement between you and Hype Labs regarding your use of the Site. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 7, 8, and 12 through 16 along with the Privacy Policy will survive.
16. **Questions & Contact Information.** If you have any questions or concerns about the Site, or these Terms, you may email us at info@hypelabs.io or write us at:

Hype Labs Inc.
20 Thompson Street 4A
10013 NY
United States of America

17. **Notice to California Residents.** If you are a California resident, California Civil Code Section 1789.3 allows you to contact the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210, in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.