

Terms of Service

1. General

- This Terms of Service (“**Terms**”) is a binding agreement between you (whether personally or on behalf of an entity) (referred to herein as “**the User**”, “**you**” or “**your**”) and **TechyTrade FZ LLC**., a company incorporated under the laws of **UAE**, and where applicable its subsidiaries, affiliates and related corporations (referred to herein as “**TechyTrade FZ LLC**”, “the Company”, “**we**”, “**us**” or “**our**”), concerning your access to and use of **MindWave** website, related features and services, and other linked channels, mobile websites or applications (collectively, the “**Site**”).
- **PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. THROUGH ACCESSING THE SITE, USING THE SERVICES OR CLICKING “I ACCEPT”, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY 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. IF YOU DO NOT AGREE WITH THE TERMS, YOU SHOULD IMMEDIATELY DISCONTINUE USING THE SITE AND SERVICES.**
- **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 25). PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY ACCESSING THE SITE, USING THE SERVICES OR CLICKING “I ACCEPT”, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.**
- Additional terms and conditions may be set forward on the Site or these Terms may be amended from time to time. Such additional terms and conditions are incorporated to this Terms & Conditions. You hereby acknowledge that you are bound with all additional terms and documents and the latest version of these Terms published on the Site. You are responsible for checking the updated Terms periodically and we are not under any obligation of notifying such changes.
- This Site can be accessed through various locations and jurisdictions. Users who choose to access the Site from such locations do so on their own initiative and are solely responsible for compliance with applicable local laws, and they shall not use the Site unless it is permitted under the applicable laws. We do not provide our Services to citizens or residents of U.S. or Canada. As per Section 3 of the Terms & Conditions, you accept and declare that you are not a citizen or resident of U.S. or Canada.
- You may not use this Site and Services if you: (i) do not agree to these Terms; (ii) are not of the age or have the capacity to be bound by this Terms in your jurisdiction of residence; or (iii) are prohibited from accessing or using this Site or Services or any of this Site’s contents, products or services by applicable law.
- The use of the term “or” under the Terms & Conditions shall not be interpreted as the provision which enables you to choose one of the options. The use of the term “or” shall in no case mean that the User is given the right to choose. Only TechyTrade FZ LLC. shall have the right to choose in the provisions where the word “or” is used.

2. Services

- The services offered by MindWave through the use of or access to the Site may include the following services (“**Services**”):
 - Displaying the digital assets, including but not limited to tokens, which can be defined as beneficial rights tokens,
 - Providing a platform to buy/sell/trade the beneficial rights token within TechyTrade FZ LLC’s ecosystem,
 - Providing general information on the MindWave ecosystem,
 - For the sake of clarity, MindWave, at any time, on its own initiative, may change the Services, discontinue providing all or part of Services or add new Services.

3. User Representations and Warranties

- By accessing and using the Site, you represent and warrant that:
 - You are of legal age to enter into these Terms & Conditions;
 - You have full power, legal capacity and authority to enter into these Terms on your behalf or on behalf of a legal entity and you are not violating any other agreement to which you are a party by doing so;
 - You will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services or Site;
 - You will not use the Site for any illegal or unauthorized purposes;
 - You will not violate any applicable laws;
 - You are not a “**Restricted Resident**” which means either (i) a citizen or entity of, (ii) formed in, (iii) resides in, (iv) is located in, (v) has a place of business in, or (vi) are conducting business in a “**Restricted Territory**” which is any of the countries listed in the list of High Risk and Non-Cooperative Jurisdiction Countries(the “Restricted Territory List”) and/or any other jurisdiction subject to United Nations sanctions or embargoes or any of their respective states, provinces, territories and possessions, or other countries which can be included in the Restricted Territory List by MindWave;
 - You are not a citizen or resident of U.S. or Canada ;
 - All information provided by you is accurate, complete and up-to-date.
 - We reserve the right to terminate your use of the Site and/or delete your account in case you submit information that is not accurate, or you are otherwise in breach of your representations and warranties hereto or not eligible to use the Site.

4. User Accounts and Registration

- You may have to create an account and submit certain information in order to use the Services.
- Additional terms may be applicable for creating an account and using Services herein or additional services which is only provided to account holders.
- MindWave may require you to sign-up and/or sign-in to the Services with your information (user name, e-mail, password and etc.) regarding Google or other social media accounts through Web3Auth. It is your responsibility to read and accept the terms and conditions and policies of Web3Auth and other third parties. MindWave has no control over Web3Auth and other third parties and their terms, conditions and policies. You hereby acknowledge and agree that MindWave has no responsibility to examine, control, endorse or monitor any content of Web3Auth and other third parties. Therefore, MindWave has no control or enforcement on the protection and security of this wallet. As the owner of the wallet addresses you are responsible for the security of your account and your wallet. You acknowledge and agree that you are responsible for all activities that occur under your account and you accept all risks of any authorized or unauthorized access to your account, to the maximum extent permitted by laws.
- You agree to provide accurate and up-to-date information at registration and keep your user information updated. The information you provide at registration and while you are using the Site will be processed by us and shared with third parties in order to provide Services, in accordance with laws. Please see our Privacy Policy for detailed information on processing of your personal data.
- You accept that we may send you notifications with respect to your use of the Site and Services at the communication channels you have provided to us.
- You acknowledge that MindWave may use User information and User Content, in compliance with data privacy regulations, to generate anonymized reports and analyses, and to share such reports with any third parties.

5. KYC and AML Requirements

- For the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, you agree to provide us with the information we request (which we may request at any time deemed necessary) for and permit us to keep a record of such information.
- The information we request may include (but is not limited to) personal information such as your name, residential address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your wallet account, information regarding your work, sources of your funds and wealth, provide records, network status, customer type, customer role, billing type, mobile device identifiers and other subscriber status details, and any such information that we are required to collect from time to time under related law. You may also be required to undergo extended due diligence processes and we reserve the right to charge you costs and fees associated with such.
- You confirm that the information provided by you or on behalf of you is true, accurate and complete, and you have not withheld any information that may influence our evaluations. You undertake to promptly notify in writing and provide us with information regarding any changes in circumstances that may cause any such information provided to become false, inaccurate or incomplete and also undertake to provide any other additional documents, records and information as may be required by us and/or applicable law.
- You authorize us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such enquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to third parties.
- We may suspend transactions or Services or require you to wait some amount of time after completion of a transaction before permitting you to use further Services, on our discretion.
- The use of Services may be subject to restrictions on the kind of Services or tokens, to a limit on the volume you may transact or transfer in a given period, or other criteria. These restrictions and limits may vary depending on our internal policies, verification steps you have completed, and other factors. We reserve the right to change applicable restrictions or limits without any cause.

6. Payments and Fees

- Payments in order to purchase NILA tokens in the Site will be conducted through a third party networks and applications MindWave may choose at its sole discretion. Third party networks may charge a commission fee for each transaction. This commission fee will be reflected in credit card payments by adding the card commission fee. WE HAVE NO CONTROL OVER THESE PAYMENTS OR TRANSACTIONS, WE DO NOT HAVE ACCESS TO YOUR CREDIT CARD INFORMATION NOR DO WE HAVE THE ABILITY TO REVERSE ANY PAYMENTS OR TRANSACTIONS. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via these third parties or during using the Services, or any other payment or transactions that you conduct via third party networks and applications MindWave may choose at its sole discretion. We do not provide refunds for any purchases that you might make on or through the Site or using the Services.
- Every transaction on the Binance Network or other networks may require the payment of a transaction fee (each, a “**Gas Fee**”). The Gas Fees fund the network of computers that run the decentralized Binance Networks or other networks MindWave may choose at its sole discretion. This means that you will need to pay a Gas Fee for each transaction that you instigate via the Site. Payment of this Gas Fee may be conducted through third party networks. Except as otherwise expressly set forth in these Terms, you will be solely responsible to pay any Gas Fee for any transaction that you instigate via the Site. Sometimes a transaction may not be completed due to general volume of transactions on the networks, network errors or other reasons and Gas Fees may be applicable even if the transaction is not completed.

- You will be solely responsible to pay any and all 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 Site or Services. Except for income taxes levied on us, you: (a) will pay or reimburse us for all national, federal, state, local or other 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 pursuant to these Terms.

7. Intellectual Property Rights to the Site

- The Site is the proprietary property of the Company and all content therein including but not limited to signs, text, graphics, pictures, information, data, software, sound files, source codes, databases, functionality, website designs, audio, video, text, photographs, and graphics and the trademarks, service marks, and logos (collectively, the “**Content**”) are owned and/or licensed to us and/or controlled by us; and are protected through various intellectual property rights.
- The Content is provided on the Site for the permitted use only, in accordance with this Terms. Therefore, copying, reproducing, republishing, uploading, aggregating, publicly displaying, encoding, translating, distributing, selling, licensing, or in any other way exploiting any part of the Site and/or Content for any unauthorized and prohibited purpose, without express prior written permission of the Company is strictly prohibited.
- You are granted a limited use right to access and use the Content, Site and Services, provided that you are eligible to under this Terms. However, MindWave, at any time, reserves the right to terminate your access to the Site, the Services, the Content and if applicable revoke the use rights or licenses provided.
- It is prohibited to give unauthorized links to the Site and the Services as well as framing of any information contained on the Site or any portion of the Site. If any unauthorized link or framing is detected, MindWave reserves the right to disable the unauthorized links or frames right away or request for the link to be removed.
- In any event, MindWave shall not be held responsible or liable for any material on third party websites which contains link to the Site and the Services. Similarly, MindWave has no responsibility or liability for framing of any information contained on the Site or any portion of the Site.
- It is prohibited to develop any third party applications that interact with our Services or integrate our Services into any third party applications through application programming interfaces (API) unless such license is explicitly granted. Separate license terms shall be executed in order for MindWave to grant any such license.

8. User Content

- All property rights arising out of use of the Site and Services by the Users, including any questions, comments, suggestions, ideas, feedback or other information with respect to the Site or the Services generated, posted or shared by the User (“**User Content**”) may be welcomed by MindWave will not be deemed confidential and upon MindWave’s discretion will become the property of MindWave or otherwise shall be transferred to MindWave. Given that MindWave shall own all intellectual property rights of the User Content, MindWave may, at its sole discretion, use the User Content for any lawful purpose and you acknowledge and agree that you have transferred or waived any related rights and cannot make any claims. Regardless of the ownership of the User Content (and whether MindWave claims ownership or not) by posting, uploading, inputting, providing or submitting User Content, you are granting MindWave necessary sublicensees permission to use User Content in connection with providing Services, using the Site or other related purposes, including, without limitation, the license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your User Content; to publish your name or other related information in connection with your User Content; and the right to sublicense such rights to any related third party.
- You acknowledge that certain User Content may be viewed by third parties, other users of the Site or through third party websites. It may be indexed by search engines and may accordingly be seen by third parties. MindWave is under no obligation to post or use any User Content you may provide and MindWave.io may remove any User Content at any time in its sole discretion.
- You hereby warrant that (i) the User Content does not violate any rights of third parties, including moral rights, (ii) you have the right to submit such User Content on the Site and you are not violating any laws, including data privacy regulations, by doing so and (iii) the User Content is, true, accurate, original and does not violate any intellectual property rights of third parties.
- The User warrants that there shall be no recourse against MindWave for any infringement (alleged or actual) and violation of third party rights.
- You grant MindWave the rights we need to use your content without attribution and to make reasonable adaptations of your content as necessary to render the Site and provide the Services.

9. Prohibited Use

- The Services offered through the Site shall not be used for any purposes other than what is set out by the Company, in accordance with this Terms. In this regard, the Services are provided for and limited with personal, non-commercial, non-exclusive, limited, non-transferable use only.
- Therefore, while accessing and/or using the Site and the Services, (as an unrestrictive list) you are explicitly prohibited to and you shall NOT:
 - Use the Site and Services against any applicable laws, either local, federal, national, or international,
 - Use the Services to support, or engage in any illegal activities including, but not limited to, illegal gambling, fraud, money laundering, or terrorist activities,
 - Use the Site or Services in a way that disrupt, adversely affect, prevent or obstruct provision of Services and use of Services by other users,
 - Access without authorization to any Content to which you are not permitted to access or use,

- Therefore, while accessing and/or using the Site and the Services, (as an unrestrictive list) you are explicitly prohibited to and you shall NOT:
 - Make any commercial use of the Services, develop third party applications benefiting from our Services,
 - Copy, decompile, disassemble or reverse engineer any software that is a part of the Site and Services,
 - Use any spider, robot, cheat utility, scraper, offline reader or any other automated means that accesses the Site and Content; use or launch any unauthorized script or other software; or upload any harmful software such as a virus or a Trojan horse,
 - Attempt to interfere with or disable any features of the Site, or create undue traffic or other burden on the Site or related networks,
 - Systematically retrieve any content or data from the Site to create reference or compile such data to form a collection, compilation, database, or directory or use any infrastructure, software, application or other tool that acts as or constitute an information or data collection or transmission mechanism,
 - Disclose private information pertaining to Site, Services or the Company to third parties,
 - Use the Site to market, advertise or offer to sell goods or services,
 - Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in the Site or any material.
- Any prohibited use of the Site and Services may have serious legal and contractual consequences, including but not limited to the termination of your use of our Services, deletion of your account, payment of damages.

10. Third Party Websites and Applications

- There may be references and links to third party websites and applications on the Site and/or you may view content provided by third party websites and applications while using the Services (“**Third Party Content**”). We do not endorse any third party website or application or Third Party Content.
- We have no control over Third Party Content. The User hereby acknowledges and agrees that MindWave has no responsibility to examine, control, endorse or monitor any Third Party Content. Third Party Content may be misleading, incomplete, erroneous, offensive or indecent. When you click on a link to, or access and use, a third-party website or third-party application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. We are not responsible or liable for any third-party websites, third-party applications, and third-party materials. You shall use all links at your own risk.
- You view Third Party Content at your own risk and MindWave will not be held liable for any loss or damage arising out of Third Party Content or services.
- It is under the User’s responsibility to read and accept the terms and conditions and policies of any third party website or application.

11. Warranty Disclaimer

- WE DO NOT GUARANTEE THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED ON THE SITE.
- WE DO NOT ACCEPT ANY LIABILITY FOR THIRD PARTY CONTENT.
- WE OFFER THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE CONTENT AND YOUR USE OF THE SITE AND THE SERVICES. NOTHING IN THIS TERMS SHALL BE INTERPRETED AS PLACING DUTY UPON MINDWAVE TO PROVIDE SERVICES UNINTERRUPTED. SERVICES, AT ANY TIME, MAY BE UNAVAILABLE DUE TO VARIOUS REASONS, INCLUDING BUT NOT LIMITED TO SERVER OR NETWORK FAILURES. WE DO NOT WARRANT CONTINUANCE OF THE SERVICES AT ALL TIMES.
- CONSIDERING THE GENERAL RISKS ASSOCIATED WITH THE USE OF INTERNET AND DATA TRANSMISSION THROUGH INTERNET, ANY INFORMATION STORED OR TRANSFERRED THROUGH THE SITE MAY BE IRRETRIEVABLY LOST AND/OR CORRUPTED AND/OR TEMPORARILY UNAVAILABLE AND/OR BECOME MODIFIED. THEREFORE, IT IS UNDER THE USER’S RESPONSIBILITY TO BACK UP ANY INFORMATION STORED AND/OR TRANSFERRED THROUGH THE SITE. MINDWAVE WILL NOT BE RESPONSIBLE OR LIABLE OF ANY LOSS OF DATA.
- We undertake reasonable care to maintain the security of the Site and the Services. However, we do not guarantee that the Site and Services are free from any viruses, bugs, trojan horses or similar means which can be transmitted to or through the Site from any other third-party; and we will not be responsible or liable thereto.
- You declare and agree that you understand the financial risks associated with the cryptocurrencies, crypto assets, blockchain technology and other related rights, assets and technology. Considering the volatile any unpredictable nature of the cryptocurrencies, crypto assets, any relevant instruments, any financial or other risk originating thereof is under your sole responsibility.
- Services and Site are not intended to provide specific investment, tax or legal advice or to make any recommendations about the suitability of any investments or products for any particular investor. You should seek your own independent financial, legal, regulatory, tax or other advice before making an investment in the investments or products. In the event that you choose not to seek advice from a relevant adviser, you should consider whether the investment or product is suitable for you.
- WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY OF THE SITE, OUR SERVERS, NETWORK OR ANY THIRD PARTY WEBSITES. MINDWAVE WILL NOT BE RESPONSIBLE OR LIABLE OF ANY PERSONAL INJURY OR FINANCIAL DAMAGE RESULTING FROM YOUR USE OF THE SITE AND SERVICES, NOR FOR ANY UNAUTHORIZED ACCESS OR USE OF THE SITE, THE SERVICES, OUR SERVERS AND NETWORK. YOU UNDERSTAND THAT MINDWAVE IS NOT REVIEWING THE CONTENTS REACHED THROUGH THE SITE.
- WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU
- Your use of the Site and the Services is at your own risk.
- MindWave is not under any liability to provide maintenance or support services.
- You understand that MindWave is not reviewing the contents received from the Site.

- In any event, notwithstanding the foregoing, you expressly waive all express and implied warranties applicable under the applicable laws, including but not limited to implied warranties of merchantability, fitness for use, non-infringement as to the Services and the Site.
- You understand that we assume no liability for the marketing or other related information of this Site and Services and that these Terms shall be applicable at all times without regard to the information provided under the marketing materials or other related information.

12. Indemnity

- You agree to indemnify, defend and hold MindWave -including but not limited to our subsidiaries, affiliates, and all of our respective officers, directors, members, employees, agents, partners, service providers, or any other related party- harmless from and against each and every loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses made by any third party due to or arising out of your use and/or access to the Site and the Services, breach of this Terms, violation of third-party rights or any violation of applicable laws, amongst other reasons.
- You also acknowledge and accept that, MindWave reserves the right to exclusively defend itself, at your expense, with respect to any matter which the User may indemnify MindWave under the foregoing indemnification clause. You are required to cooperate with and support MindWave in such case, if required.

13. Limitation of Liability

In no event shall MindWave, its affiliates, subsidiaries, directors, members, employees, agents, partners, service providers, or any other related party be liable for any special, indirect, punitive or consequential or any kind of damages, for any losses, damages or claims including but not limited to the loss of use, data, information or profit, discontinuance or unavailability of the Services and the Site, whether in an act, or in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our Services, Site, content or other materials, Third Party Content, for damages occurring as a result of reliance to or use of the information included on the Site or the Services, interruptions, defects, bugs, errors, viruses, attacks, unauthorized third party activities, incorrectly constructed transactions or mistyped addresses; and delays in the Services, damages or other reasons disclaimed by us under this Terms, regardless of the legal basis of the claim.

14. Risk Disclosure

- PLEASE READ THE BELOW RISK DISCLOSURE CAREFULLY. THE RISKS PROVIDED HEREIN AND THROUGH THE TERMS ARE NOT RESTRICTIVE AND PROVIDED FOR INFORMATIVE PURPOSES.
- THE USER IS AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING TOKENS IN GENERAL AND ESPECIALLY SMX TOKEN INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ALL AMOUNTS PAID FOR TOKENS.
- There is 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 Binance Networks or other networks MindWave may choose at its sole discretion, however caused.
- The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of our ecosystem, and therefore the potential use, utility or value of your tokens.
- Upgrades to the Binance Networks or other networks MindWave may choose at its sole discretion, a hard fork, or a change in how transactions are confirmed on Binance Networks or other networks MindWave may choose at its sole discretion may have unintended, adverse effects.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NILA tokens.
- There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with tokens or accounts.
- We may at any time under our sole discretion suspend or cancel Services and may not continue to provide any Services.
- You shall have the required technical and financial skills to use the Services.
- Access to Services may become degraded or unavailable during times of significant volatility or volume. This could result in limitations on access to your account or the Services, including the inability to initiate or complete transactions and may also lead to support response time delays.
- The Site and any content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.
- You shall have the required technical and financial skills to use the Services.
- If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

15. Term and Termination

- At any time, in our discretion and without liability to you, with or without prior notice, we may discontinue or suspend managing the Site, providing Services in whole or in part, for example if provision of the Services is no longer commercially reasonable for MindWave.
- We may also terminate your access to the Site and Services or accounts immediately without any prior notice and delete or deactivate your account and all related information and files in such account, and/or terminate this Terms in our sole discretion without need for any reason, for example if you are in breach of this Terms or any applicable laws.
- You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your account or Site or Services, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

16. Force Majeure

MindWave shall not be liable for any loss or damage arising from any event beyond MindWave's reasonable control, including, but not limited to natural disasters, fire, war, riots, labor disputes, actions of government, power or other infrastructure failures, or equipment or software malfunction ("Force Majeure").

17. Entire Agreement

You may have previously entered into other agreements with MindWave. Terms and conditions herein this Terms shall prevail with respect to Services provided through the Site unless such other agreement explicitly refer to this Terms.

18. Amendment

MindWave may amend this Terms at any time without any specific notice. The latest version of the Terms published on the Site are applicable to all Users. You are responsible of checking the latest version published on the Site.

19. Waiver

Any failure or delay in exercising any right, power or privilege MindWave is granted under this Terms shall not be regarded as a waiver thereof.

20. Assignment

- Any right and obligation of the User under this Terms shall not be assigned or transferred to any third party without obtaining prior written consent of MindWave.
- MindWave, on the other hand, may assign or transfer any or all of its rights and obligations under this Terms to any third party without any need to obtain approval or consent of the User.

21. Severability

In the event that any clause of this Terms is deemed invalid or unenforceable, the remainder of this Terms shall remain in full force and effect. The invalid portion of this Terms, on the other hand, shall be regarded as modified as closely as possible to the intent of MindWave.

22. Governing Law

This Terms is executed under the laws of UAE, shall be governed by the laws of UAE and be interpreted by the laws of UAE without regard to its principles of conflict of laws. For further clarification, the United Nations Convention of Contracts for the International Sales of Goods is not applicable and will not in any way apply to this Terms or any related transaction.

23. Dispute Resolution

- The Parties shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Terms. If the Parties are unable to resolve a related dispute within 90 (ninety) days of written notice of such dispute being received by all Parties, you and we agree to be settled by binding arbitration in accordance with the British Virgin Islands International Arbitration Centre's Arbitration Rules and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the UAE. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. The language to be used in the arbitration shall be English. The number of arbitrators shall be 3 (three). The place of arbitration shall be UAE.
- You agree that any dispute, controversy, or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with us, will be resolved by binding arbitration, rather than in court, including threshold questions of the arbitrability of such dispute, controversy, or claim except that (i) you or us may assert claims in small claims court, but only if the claims qualify, the claims remain only in such court, and the claims remain on an individual, non-representative, and non-class basis; and (ii) you or us may seek injunctive or equitable relief in a court of proper jurisdiction if the claim relates to intellectual property infringement or other misuse of intellectual property rights.
- You must file in small claims court or arbitration any claim or dispute within one year from when it first could be filed. Otherwise, it's permanently barred.