

Terms & Conditions – Avatar

Introduction

All Avatar products and services are the property of TIN-DEFI, S.A. de C.V., hereinafter TD, and are provided solely and exclusively by said company. This document includes the terms and conditions ("Terms") of use of the website, applications and all services and products ("Services") of Avatar.

It will also be necessary to read our Privacy Policies and Cookies Policies ("Policies"), where we detail our personal information handling practices. Please read all of our Terms and Policies carefully, and contact us if you have any questions, because, by using our Services, you agree and agree to abide by all of the Avatar Terms, which govern our relationship with you. In addition, once you have entered the site, you agree that Avatar uses the information you share in accordance with our Privacy Policy.

Description and use of the Site

Avatar provides social media services and asset purchase through an Initial Coin Offering. We design and build our solutions according to the basic principles of innovation, user experience and customer satisfaction.

The Services offered by Avatar include, but are not limited to, any content or services available or offered through the platform, in addition to any offer of materials displayed, transmitted or developed within the Site or through the Services. Content ("Content") includes, but is not limited to, text, user comments, messages, information, data, graphics, news, articles, photographs, videos, sounds, images, illustrations, downloadable documents, and computer programs.

Use of the Site

Our site and, in general, our Services can be used only if you can legally contract with Avatar. Any access or use by persons legally incapable of contracting is prohibited and the responsibility of their legal representative. There may be certain content or certain service offerings that have additional requirements or restrictions specific to such Content, all of which will be advertised respectively in the product description and prior to your consent to access and purchase it.

It is possible that sometimes you can not access the Site or that your navigation is interrupted by equipment failures, updates, maintenance or any other reason beyond Avatar. We reserve the right to suspend or discontinue the Site or any service and remove any content as deemed, at any time and without notice. In addition, Avatar may set limits for some functions and services or restrict access in whole or in part to the Site and its Services in general, without prior notice and without assuming any responsibility.

User registration and license

It will be necessary to create an account on Avatar in order to use some of our Services. For that, you will be asked for a password and a username, in addition to some data for registration. You must provide accurate, complete and up-to-date information. If such information is modified, you agree that it will be your responsibility to keep it up to date and up to date. Failure to do so represents a violation of the Terms and could result in immediate termination of the account.

As a username you may not use the name of another person or entity over whom you have no rights, nor any name or trademark whose rights belong to another person or entity unless you have the proper authorization, nor a name that confuses readers and leads them to think that you are another person or company, or any that are offensive, vulgar and obscene. In addition, it is forbidden to open accounts to robots or automated methods.

It is the responsibility of the user to take care of their login details and is also solely responsible for any activity within their account. If you suffer a security breach or identify any type of unauthorized activity, you must notify Avatar immediately. Avatar is not responsible for any act or omission of the user, including any type of damages resulting from the above.

Regarding services

Avatar in the event of unexpected events, reserves the right to cancel, interrupt, reschedule or modify any service offered, as well as its content.

User behavior

We reserve the right to ban any user of our Services, in case of breach of our Terms and policies. In addition, Avatar is not responsible for damages resulting from the use of visitors to the Site.

General conditions

It is forbidden to use this website improperly, to falsify the identity and to carry out fraudulent activities or that harm Avatar or third parties. The use of our site for commercial purposes by third parties is not permitted. Misuse constitutes a violation of registration and intellectual property rights, both images and content.

Intellectual property

The trademarks, logo, sample codes, computer programs and the contents of the classes and in general all the Content of the Avatar Services, are protected by intellectual property rights. Access to the Site does not grant rights to these materials, nor any license of any kind. It is forbidden to use the content of our Site unless permission is requested from the owner or permitted by law. It is also forbidden to use the trademarks and logos of Avatar included in the Services without our consent; in addition to removing, obscuring or altering the text or notices included in the Contents that are published.

Exclusion of guarantees and responsibilities

Neither Avatar nor its suppliers and assigns warrant that the site will remain error-free or that access to it will always be uninterrupted and uninterrupted. You understand that you will download or obtain your content or services through the Site at your own risk. In addition, it is prevented that both the Site and third parties may suggest links to other electronic sites. By not having any control over other pages, you acknowledge and agree that we are not responsible for the availability of external sites and that we do not endorse or be responsible for the content, advertising, products or other materials available on those pages. You also acknowledge and agree that Avatar shall not be liable, directly or indirectly, for any damage or loss caused, or allegedly caused, by any connection with the use of or reliance on their content, goods or services available on or through these electronic sites.

Limitation of Liability

Neither Avatar nor its suppliers or assigns, in any event, under any part of these Terms, under any contract, negligence, strict liability or any other legal or equitable theory, shall be liable for: (i) special, incidental or consequential damages; (ii) the cost of acquiring or replacing products or services; (iii) the interruption of use or the loss or misuse of data. We are not responsible either for any failure or delay caused by situations beyond our control.

Changes

We reserve the right to modify or replace any part of these Terms. It is your responsibility as a user to review them periodically to identify changes; but Avatar may also notify you, by any means of communication provided by you, about the modifications. Your navigation within the Site, after the publication of the changes, will imply the acceptance of the same. In addition, Avatar may include new services or features in the future, so such services or features will be subject to these same Terms.

Other informations

The laws of El Salvador shall be those permitted in any dispute concerning these Terms, the Policies, the Site or the Services. Any claim directly to the Terms, or relating to them or the Services, will be litigated only in a competent court in El Salvador, and both you and Avatar hereby consent to the jurisdiction of such courts.

Any right of action or claim you have, related to the services, must be made within one (1) year from the time of the claim or action, otherwise it will be deleted from the file.

These Terms of Use, together with the Policies and other legal notices published by Avatar, constitute the entire agreement between the user and our platform with respect to the Services. If any of the provisions is found to be invalid, it shall not affect the validity of the other provisions, which shall remain strict.

To the extent permitted by law and hereby, Avatar and its representatives, directors, employees, agents, affiliates and their respective successors and assigns are hereby released from any damages or claims, known or to be known, suspected or unsuspected, disclosed or undisclosed, related to any dispute relating to any transaction or attempted transaction with another user of the Services. You agree, understand and claim that this assumption of risk and exemption includes you and your descendants, executors, agents, administrators and assigns.