

TERMS OF USE

Last updated: 05-12-2023

GENERAL INFORMATION

These are the Terms of use of LVL.IO Website <https://lvl.io/> ('Website', 'Terms of Use').

The Website is operated by LVL.IO LLC, a private limited company, registered under the laws of the State of Delaware under the registration number 2398868, having its registered address at 228 Park Ave S, Pmb 85451, New York, NY 10003, United States. (hereinafter referred to as "LVL.IO", "we", "us", "our").

For any questions, clarifications, or inquiries, please contact us at info@lvl.io.

ACCEPTANCE OF AGREEMENT

By accessing or using the Website, you ("you" or "User") agree to be bound by the Terms of Use, which constitute the entire legally binding agreement between you and us governing your use of the Website (the "**Agreement**").

By visiting the Website you confirm that you have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with the Terms of Use in full.

If you disagree with the Terms of Use entirely or partly, please do not use the Website.

PRIVACY

We care about your privacy. Our Privacy Policy explains how your personal data are collected, used, and shared when you're using the website. Please read it carefully.

INTELLECTUAL PROPERTY

The Website, including its content, articles, images, photos, videos, trademarks, logos, slogans, domain names, designs, and any other intellectual property that may appear on the Website are the exclusive property of LVL.IO and its licensors and protected by copyright and intellectual property laws.

We grant you a non-transferable, non-exclusive, revocable, limited license to use the Website solely for personal, noncommercial use.

Except as explicitly provided herein, nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use such trademarks, without our prior written permission. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Website and its content.

DISCLAIMER

The Website and the content are provided "as is", we make no warranties, expressed or implied,

and we hereby disclaim and negate all and any warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose.

To the extent permitted by applicable law you shall indemnify, and hold harmless LVL.IO, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorney fees, and expenses arising out of or in connection with (i) your use of the Website, (ii) your violation of these Terms of Use, (iii) your violation of any third party right, including, but not limited to, copyright, trademark, or privacy right, and (iv) any submission by you that causes damage to a third party.

You agree to cooperate as fully as reasonably required in the defense of any claim. LVL.IO reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not enter into any agreement that affects the rights of LVL.IO without our prior written approval.

LIMITATION OF LIABILITY

Neither LVL.IO nor any other party involved in creating or delivering the Website shall be liable for any direct, indirect, incidental, special, punitive, consequential, or exemplary damages arising out of or in connection with any use of, or inability to use the Website.

The foregoing limitation applies regardless of the nature of the cause of action (whether breach of contract or tort, including negligence) and even if LVL.IO has previously been advised of, or reasonably could have foreseen, the possibility of such damage or loss.

The foregoing limitation applies to all damages arising out of or in connection with any use of, or inability to use the Website or, including but not limited to: (i) errors, mistakes, or inaccuracies; (ii) personal injury or property damage; (iii) any unauthorized access to or use of our secure servers, including any personal or financial information stored therein; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted through the Website.

To the extent that any jurisdiction does not allow the exclusion or limitation of any incidental or consequential damages, the above limitation shall apply to the extent permissible under applicable law.

AMENDMENTS

We reserve the right to modify, suspend and/or discontinue the Website or any content without notifying you beforehand. Likewise, if you wish to terminate this Agreement as between you and LVL.IO, you can do so at any time by no longer accessing and/or using the Website.

We may also provide different capabilities and/or features for our Website and make changes to these Terms of Use and the Website from time to time without prior notification.

The most recent version of these Terms of Use will be posted on the Website. If you continue to use the Website after the changes become effective, you agree to the revised Terms of Use.

NO WAIVER

No failure by us to notify you of any breach of any provision of these Terms of Use or to exercise any rights shall be deemed a waiver thereof at the same or at any prior or subsequent time.

SEVERABILITY

Suppose any provision of these Terms of Use is deemed invalid and/or unenforceable under any statute, regulation, ordinance, legislation, or by an arbitrator or court of competent jurisdiction. In that case, such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, arbitrator, or court, and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

We may assign, sub-contract or otherwise transfer its rights and/or obligations hereunder without notice to you or without obtaining your consent. You may not assign, sub-contract, or otherwise transfer your rights and/or obligations hereunder.

APPLICABLE LAW AND JURISDICTION

All enquiries relating to the construction, validity, enforcement and interpretation of these Terms of Use shall be governed by and construed and enforced in accordance with the laws of the State of New York. Any claims shall be sent to 228 Park Ave S, Pmb 85451, New York, NY 10003, United States and e-mailed to info@lvl.io.

CONTACT DETAILS

Should you have any questions, enquiries, remarks, complaints or comments regarding our Website, or these Terms of Use please contact us at info@lvl.io. We will reply to you as soon as possible.