

## TERMS AND CONDITIONS FOR USE OF WEBSITE

This website belongs to Nova World (Pty) Ltd, a company incorporated in Botswana, having its registered address at The Attic, Falcon Crest Suites, 2571 Julius Nyere Street, Extension 9, Gaborone, Botswana (“Nova”, “we”, “us”, “our” and/or the “company”) and these terms and conditions, our Privacy Policy shall govern your use of our website and all of the content thereon. By continuing to access our website, you are agreeing to these terms and conditions and our Privacy Policy in full. We reserve our right to make amendments to these terms and conditions and our Privacy Policy at any time without prior notice to you. It shall be your responsibility to periodically review these terms and conditions and our Privacy Policy to make sure they have not changed. Where you are not able to make a binding agreement, you shall stop accessing our website immediately.

**Lawful Purposes.** You agree to use our website for lawful purposes only and in a way that does not infringe on the rights of any third party or restrict or inhibit such third party, any other user and/or any other third-party use and enjoyment of the same. You may not access our website to re-engineer, reverse-compile, copy and/or create a competing website, copy any of our Intellectual Property (as defined below) and/or to imbed and harmful and/or disruptive code.

**Informative Purposes Only.** Our website has been provided on an informative basis only. It may from time to time include information about the projects we have invested in, the partners that we have, or continue to, work with, or other learning materials about Nova, the blockchain, cryptocurrencies and/or digital assets. We reserve our right to update our website from time to time and may not always include all of the projects that we have invested in, or the partners we have or continue to work with and cannot guarantee that the information provided will be accurate at any time. You are encouraged to self-validate any information which may be made available on our website, as this has been provided for informative purposes only and shall be expressly the opinion of Nova at all times. By listing projects on our website, we are not encouraging you to invest in these and are by no means providing any form of financial and/or investment advice. We have decided to invest in such projects at our own fruition and are not guaranteeing that such projects will succeed. You should do your own due diligence and investment into any of these shall be solely at your own risk. Without limiting the generality of any of the foregoing, your use of our website is solely at your own risk. Our website is provided on a strictly "as is" and "as available" basis. We expressly disclaim any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, whether regarding the content, or any of the projects we have highlighted.

**No Support, Maintenance, or Protection.** You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with our website or your use thereof. It shall be your responsibility to guarantee that there are no viruses, harmful code, malicious software or otherwise, which could adversely affect the device that you are accessing our website from. It shall be your sole responsibility to ensure that you are adequately protected against such threats insofar as you can do so and shall indemnify and hold us harmless from any and all claims and/or liabilities resulting from the same.

**Third Party Terms of Service.** it may be the case that we provide reference to other companies, websites and/or socials of third parties from time to time. We may also include links to socials of our own, or articles in which we have been featured. We do not guarantee the safety of such links and/or third-party sites/platforms and expressly disclaim all liability for the same. It shall be your responsibility to protect yourself before accessing the site of any third party and to inform yourself of their terms of use before using such third-party websites and/or platforms. Furthermore, we are not advocating for any third party which may be mentioned on our website and should we mention and/or include one, this shall be for informative purposes only and we accept no responsibility for the same.

**Cookies.** Our website may use small data files placed on your computer, tablet, mobile phone, or any other device you use to access our website from, that will allow us to record certain pieces of information about you whenever you visit or interact with our website. Please refer to our Privacy Policy for more information.

**Personal Information.** It may be the case that we receive personal data from you (for example, when you contact us through our website). By providing such personal data, you are agreeing to our Privacy Policy. Please refer to this for more information.

**Intellectual Property.** As between you and us, you acknowledge that any and all intellectual property rights, including copyrights, patents, trademarks and trade secrets (collectively “Intellectual Property”) on our website and its content are owned and shall be owned by us, or any of the projects which we have invested in and therewith have displayed their logo, and/or any partner whom we deal with and for which we have also decided to include their logo and/or any information about. Neither these terms and conditions (nor your access to or use of our website) shall transfer to you or any third party, any rights, title or interest in or to such Intellectual Property and you may not copy, reproduce and/or use any of such Intellectual Property without our prior consent, and/or the consent of the third parties to which such Intellectual Property belongs. We reserve our right to request you to remove and cease using any Intellectual Property of ours at any time and may seek legal recourse against you for non-compliance.

**Warranties.** We make no representations, guarantees or warranties with regards to the quality of our website, any of the projects we have invested in (as showcased on our website or otherwise), any of the third parties we refer to and/or any other information published thereon. We make no warranty that, without limitation: (i) our website will meet any of your requirements, (ii) access to our website will be timely, secure, uninterrupted, or free from error or omission, (iii) the results that may be obtained from the use of our website will be useful or accurate, (iv) the quality of our website will meet your expectations, and (v) any errors in the operation of website including the operation of any software will be corrected. Any material downloaded or otherwise obtained through the use of our website is done at your own risk and you will be solely responsible for any damage to your computer system (or any component connected to your computer system) or loss of data that results from the download (intentional or otherwise) of any such material. No advice or information, obtained by you from our website shall create any warranty in any way whatsoever. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in this section may not apply to you.

**Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NOVA SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL AND REPUTATION, OR OTHER INTANGIBLE LOSSES WITH YOU HAVE INCURRED THROUGH YOUR USE OF THIS WEBSITE AND/OR THE INFORMATION PROVIDED ON IT. THIS LIMITATION ON LIABILITY APPLIES EVEN IF NOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Governing Law and Dispute Resolution.**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Botswana for the time being in force. All claims and disputes in connection with these terms and conditions and your use of the website and/or any of the information provided on it, shall be referred to and finally settled by the High Court, which shall have exclusive jurisdiction over the matter.

**Severability.** If the High Court has deemed some of the terms in these terms and conditions to be unlawful, unenforceable or inapplicable, such terms will be removed without affecting the rest of the terms in these terms and conditions.

**Entire Terms.** These terms and conditions together with our Privacy Policy constitute the entire agreement between us and you regarding the use of our website. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. Any or all of the rights and limitations set forth in these terms and conditions may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of these terms and conditions.

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**Contact.** Should you wish to contact us, please feel free to do so by accessing the contact links of this website [www.novaworld.io](http://www.novaworld.io).