

TERMS AND CONDITIONS

Welcome to the Website of Bear Crush (<https://bearcrush.online>) owned and operated by Bear Crush. By accessing and using the Website and/or our Mobile Applications, You agree to be bound by the terms and conditions set forth below. If You do not agree to be bound by this Agreement, do not understand the Agreement, or if You need more time to review and consider this Agreement, please leave the Website and the Mobile Application immediately. Bear Crush only agrees to provide use of the Website, our Mobile Applications and Services to You if You assent to this Agreement.

1. DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a. Us, We: Bear Crush, as the creator, operator, and publisher of the Website and our Mobile Application, makes the Website, applications and certain Services on it, available to users. Bear Crush, We, Us, Our, Ours and other first person pronouns will refer to Bear Crush, as well as all employees and affiliates of Bear Crush.
- b. You, the User, the Client: You, as the user of the website and our mobile application will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c. Parties: Collectively, the parties to this Agreement (Bear Crush and You) will be referred to as Parties.

2. AGE RESTRICTION

You must be at least Eighteen (18) years of age to use this Website and Our Mobile Application or any Services contained herein. By using this Website and Our Mobile Application, You represent and warrant that You are at least 18 years of age and may legally agree to this Agreement. Bear Crush assumes no responsibility or liability for any misrepresentation of Your age.

3. INTELLECTUAL PROPERTY

The Website and our Mobile Application, including all content features in the Website and our Mobile Application including all text, graphics, images, logos, trademarks, and the link (the "Content"), and Services provided by Bear Crush are the property of Bear Crush. You agree that Bear Crush owns all right, title, interest in and to the Content and that You will not use the Content for any unlawful or infringing purpose.

Subject to this Agreement, Bear Crush grants You a non-exclusive, limited, non-transferable, and revocable license to use the Content solely in connection with Your use of the Website, our Mobile Application and Services. The Content may not be used for any other purpose, and this license terminates upon Your cessation of the use of the Website, our Mobile Application or Services or at the termination of this Agreement.

You agree not to reproduce or distribute the Content in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs),

without express written permission from Bear Crush.

4. COPYRIGHT POLICY

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to m@bearcrush.online, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims” You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

5. DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): 0.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest; 0.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; 0.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located; 0.4. your address, telephone number, and email address; 0.5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 0.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. You can contact our Copyright Agent via email at m@bearcrush.online.

6. USER ACCOUNTS AND OBLIGATIONS

Some content on the Website and our Mobile Application may only be accessed by the User by registering with Us. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You may also be required to provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information.

You agree to change Your password from time to time. You also agree to keep Your user identifier and password confidential and that You will not share such identifying information with any third party. If You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice.

You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us informed of any changes to Your identifying information. Providing false or inaccurate

information, or using the Website, our Mobile Application or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

You agree that You are solely responsible for all acts or omissions that occur under Your identifying information or password, including the content of any transmissions using the Website, our Mobile Application or Service.

7. ACCEPTABLE USE

As a condition of Your use of the Website, our Mobile Applications or Services, You agree not to use the Website, our Mobile Applications or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website, our Mobile Applications or Services in any way that could damage the Website, Services, or general business of Bear Crush.

You further agree not to use the Website, our Mobile Applications or Services to:

- a. Harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b. Violate any intellectual property rights of Bear Crush or any third party;
- c. Perpetrate any fraud;
- d. Engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- e. Attempt to gain unauthorized access to the Website, our Mobile Applications or Services, other accounts, computer systems or networks connected with the Website, our Mobile Applications or Services;
- f. Transmit or upload any content or material that contains viruses, trojan horses, ransomware, or other harmful or deleterious programs or software;
- g. Publish or distribute any obscene or defamatory material;
- h. Publish or distribute any material that incites violence, hate, or discrimination towards any group;
- i. Unlawfully gather information about others, including email addresses;
- j. Interfere with another user's use and enjoyment of the Website, our Mobile Applications or Services or any similar Website, our Mobile Applications or Services.

8. ANALYTICS

We may use third-party Service Providers to monitor and analyze the use of our Service.

9. SUBMISSION POLICY

User Submissions are text, photos, images, graphics, videos, or any other content that the User has added, uploaded, or posted to the Website, our Mobile Applications or Services.

All User Submissions shall remain the property of the User, unless otherwise stated, however, the User grants Bear Crush a royalty-free, non-exclusive, perpetual, irrevocable, worldwide license to copy,

display, use, broadcast, transmit, translate, distribute, modify, and make derivative works of any content You publish, upload, or otherwise make available to the Website and our Mobile Application, including your name and/or username, voice, and/or likeness, in whole or in part, in any media or technology.

User Submissions are deemed non-confidential and Bear Crush has no obligation to maintain its confidentiality.

If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our users, please contact Us and let Us know.

10. AFFILIATE MARKETING AND ADVERTISING

Bear Crush, through the Website, our Mobile Application and Services, may engage in affiliate marketing whereby Bear Crush receives a commission on or percentage of the sale of goods or services on or through the Website. Bear Crush may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation.

11. THIRD PARTY LINKS

You acknowledge that We may, from time to time, include links or references to other websites, other content, or other materials ("Third Party Links"), none of which are controlled by Us.

Third Party Links are provided for Your information only and We do not make any representations, warranties, or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality, or suitability for a particular purpose of these Third Party Links. We do not endorse, approve, or support these Third Party Links.

You use the Third Party Links at Your own risk.

12. SALE OF GOODS/SERVICES

We may sell Goods, or allow third parties to sell goods or services on the Website and our Mobile Application. If this occurs, then some specific exclusions of liability will apply, as described in the "Exclusion of Liability" Clause.

Please refer to Our additional terms and conditions for sale of goods and/or terms and conditions for sale of services as applicable.

From time to time, Bear Crush may post promotional offers for Goods on the website and our Mobile Application. The frequency of such offers, as well as their terms and conditions are determined by Bear Crush.

The user is aware that the number of promotional offers for Goods is limited.

Bear Crush does not guarantee or promise to Users that:

- a. the purchase of any promotional Goods on the website and our mobile application is any way beneficial for the User and/or third parties; and
- b. the cost of promotional Goods is necessarily lower than their usual cost on the website and our mobile application or on other third-party websites.

13. EXCLUSION OF LIABILITY

- a. The Website, our Mobile Application and Service, and its Content, are provided for general information only and may change at any time without prior notice.
- b. You accept and acknowledge that the Website, Mobile Applications, Service, Goods, or Services may contain mistakes, errors, and inaccuracies.
- c. Your use of the Website, Content, and information or documentation that We may provide to You in connection with Your use of the Goods, Services, or Products including documentation, data, and information developed by Us or owned by Us, and other materials which may assist in Your use of Goods or Services or Website (collectively, the "Materials"), is entirely at Your risk. It is Your responsibility to make sure that any Goods, Services, Materials, Content, or other information available through the Website, our Mobile Applications or Services suits Your particular purpose.
- d. Neither We, nor any third parties provide any guarantees or warranties regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of the Website, our Mobile Applications, Goods or Services.
- e. To the maximum extent permitted by law, We hereby expressly exclude all warranties, guarantees, representations, or terms (whether express or implied) except for those expressly set out in these Agreements.
- f. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of the Website, our Mobile Applications, Goods or Services.
- g. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to loss of data, interruption to Your business or any damages which are incidental to or arise from such loss of data or interruption to business.
- h. To the maximum extent permitted by law, We will not be liable for any damage, loss, cost, or expense including legal costs and expenses, whether direct or indirect, incurred by You in connection with Your use of the Website, our Mobile Applications, Goods or Services.
- i. For Goods and/or Services sold by third parties via the Website or via Third Party Links ("Third Party Goods and Services"):
 1. You acknowledge and agree that We have no control over those Third Party Goods and Services and that You purchase such Third Party Goods and Services at Your own risk.
 2. You acknowledge and agree that any Third Party Goods and Services will be governed

by agreements entered into directly and only between You and the Third Party for which We shall have no liability.

3. You acknowledge and agree that We assume no liability and provide no warranties or guarantees regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of Third Party Goods and Services.

4. To the maximum extent permitted by law, You hereby release Us from any claim related to Third Party Goods and Services including any and all warranty and product liability claims.

14. PAYMENT/SHIPPING/DELIVERY

You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. You agree to provide Us with a valid email and a valid billing information. When purchasing a physical good, You also agree to provide us with a valid shipping address. When purchasing a Good or Service, We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information that You provide to us. If We do so after payment has been processed, We will issue a refund to You in the amount of the purchase price. We may also request additional information from You prior to confirming a sale, and We reserve the right to place any additional restrictions on the sale of any of Our products. You agree to ensure payment for any items You may purchase from Us, and You acknowledge and affirm that prices are subject to change. You agree to monitor Your method of payment.

Bear Crush accepts the following methods of payment through the website and/or applications:

Cryptocurrency
BCRUSH tokens
Credit/Debit Cards

If payment will be by card, you must be fully entitled to use the card or account.

Shipment costs and dates are subject to change and may be different from the costs and dates that You are quoted due to unforeseen circumstances.

You acknowledge and accept that there are inherent risks with downloading any digital Goods. Please contact Us using the details at the end of this Agreement if you experience technical problems regarding delivery of digital Goods.

We take no responsibility for Goods that are lost or damaged during delivery. If Goods are damaged during delivery, please contact Us using the details at the end of this Agreement. We may choose in Our sole discretion whether or not to replace Goods which are lost or damaged during delivery.

Using or transacting any cryptocurrency is high-risk and should not be considered as an investment. If you do so, you must have a qualified financial advisor and you must have professional and legal advisor. We discourage anyone who is new to cryptocurrency market to purchase any of our tokens products and services. Buying, selling, holding, using and transacting cryptocurrencies are prohibited in many countries and it is your full responsibility to be aware and ensure you are following the laws on your

respective country and jurisdiction. Bear Crush strongly warn and discourage anyone who seeks to buy our tokens, products or services from any of the following countries: China, India, Vietnam, Russia, Columbia, Bolivia, Ecuador, Algeria, Morocco, Egypt, Nepal and other countries that does not support cryptocurrencies. Note that the legal status of cryptocurrency in any country can change anytime and other cryptocurrency restricted countries might not be included in the list above. Please ensure that your country supports and legalized using, holding, buying, selling or transacting any cryptocurrency. Always seek legal and professional advice. Transact at your own risk. Bear Crush is not liable for anyone who violates the laws in any country and jurisdiction.

Bear Crush, including but not limited to the entirety of the project, token, smart contracts, websites, decentralized applications and any apps ("BEAR CRUSH") as presented in this document is not a qualified, licensed, or unlicensed financial or payment service of any kind and in any jurisdiction

15. RETURNS/REFUNDS

The following is our returns/refunds policy:

We issue no refunds for any of our Tokens, Products or Services. As a cryptocurrency project, we are completely decentralized. Bear Crush, or any decentralized or centralized entity or person does not control/but not limited to any of your transactions, wallets and tokens. In case you accidentally sent funds to another wallet, please contact only the licensed and registered cryptocurrency recovery companies and seek legal advice. Bear Crush do not own or have control of but not limited to the blockchain, market, external exchanges and/or external decentralized exchanges. Bear Crush also do not have full control to any of but not limited to our NFT ("Non-Fungible Tokens") marketplace, and/or any game marketplace given that the marketplace are completely decentralized. There are many scammers in the cryptocurrency space. Please be aware and always use the official links provided by Bear Crush. Bear Crush will never ask you for funds, private keys and passwords. There is an inherent high-risk in acquiring, accessing, or utilizing any kind of blockchain and/or cryptocurrency system, cryptocurrency or token, platform, apps or dapps(decentralized apps), software or interface, including BEAR CRUSH, and further disavows any claim of any kind against any user or community member directly or indirectly involved with BEAR CRUSH, for any damages suffered, including total loss.

16. SUBSCRIPTIONS

Some parts of Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles will be set depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Bear Crush cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting m@bearcrush.online customer support team. A valid payment method is required to process the payment for your subscription. You shall provide Bear Crush with accurate and complete billing information that may include but not limited to full name, address, state, postal or zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Bear Crush to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Bear Crush reserves the right to terminate your access to the Service with immediate effect.

17. FREE TRIALS

Bear Crush may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for Free Trial. If you do enter your billing information when signing up for Free Trial, you will not be charged by Bear Crush until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, Bear Crush reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

18. CHANGES OF FEES

Bear Crush, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. Bear Crush will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

19. COMPETITIONS, PROMOTIONS AND SWEEPSTAKES

Any competitions, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

20. ASSUMPTION OF RISK

The Website, our Mobile Applications and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and Bear Crush.

You further agree that Your purchase of any products on the Website is at Your own risk. Bear Crush does not assume responsibility or liability for any advice or other information given on the Website.

We shall not be liable for any damage to any computer, equipment, software, data, or other information caused by Your access or use of the Website, our Mobile Applications or Services. We shall likewise not be liable for any action of third parties.

21. PRIVACY

Through Your Use of the Website, our Mobile Applications and Services, You may provide Us with certain information. By using the Website or the Services, You authorize Bear Crush to use Your information in internationally.

We take Our privacy obligations very seriously.

Please refer to Our privacy policy for further information about what information We collect, how We use it and store it, and Your rights in relation to it.

22. COOKIES

This Website uses the following Cookies:

First-party Cookies

Third-party Cookies

Session Cookies

Persistent Cookies

Secure Cookies

Permanent cookies

Zombie cookies

23. INDEMNITY

You agree to defend and indemnify Bear Crush and any of its affiliated (if applicable) and hold Us harmless against and legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website, our Mobile Applications or Services, Your breach of this Agreement, or Your conduct or actions.

You agree that Bear Crush shall be able to select its own legal counsel and may participate in its own defense, if Bear Crush wishes.

24. OTHER ACTION

We reserve the right to take any of the following actions in Our sole discretion:

- a. Monitor, review, edit or delete any User Submissions
- b. Determine whether or not You have breached this Agreement;
- c. Record any correspondence that occurs in public sections of the Website, our Mobile Applications or Services;
- d. Review any allegations about breaches of these Website, our Mobile Applications or Services, and determine in Our sole discretion whether to take any action in response to those alleged breaches, including removal of any Content in relation to those alleged breaches;
- e. Determine in our sole discretion whether to terminate Your or another user's access to any **particular section or sections of the Website, our Mobile Applications or Services.**

25. SPAM POLICY

You are strictly prohibited from using the Website or any of Bear Crush's Services for spam activities, including gathering email address and personal information from others or sending any mass commercial emails.

26. DISCLAIMER OF WARRANTY

THESE SERVICES ARE PROVIDED BY BEAR CRUSH ON AN "AS IS" AND "AS AVAILABLE" BASIS. BEAR CRUSH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK. NEITHER BEAR CRUSH NOR ANY PERSON ASSOCIATED WITH BEAR CRUSH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER BEAR CRUSH NOR ANYONE ASSOCIATED WITH BEAR CRUSH REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. BEAR CRUSH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

27. LIMITATION OF LIABILITY

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF BEAR CRUSH HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF BEAR CRUSH, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

28. TERMINATION

We may terminate or suspend your account and bar access to Service immediately, without prior notice

or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms. If you wish to terminate your account, you may simply discontinue using Service. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability

29. CHANGES TO SERVICE

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

30. AMENDMENTS TO TERMS

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website, Mobile Applications and Services. The Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website, Mobile Applications and Services.

32. APPLICABLE LAW

This Agreement and Your use of the Website and our Mobile Application and all non-contractual relationships arising out of Your use shall be governed and construed in accordance with the international laws.

In case of any dispute or litigation, the Parties agree to submit to the jurisdiction of the international courts.

33. ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by Bear Crush, the rights and liabilities of Bear Crush will bind and inure to any assignees, administrators, successors, and executors.

34. SEVERABILITY

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

35. NO WAIVER

Our failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that provision or of any other provision.

No waiver shall be deemed to have been made unless expressed in writing and signed by Us. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part or of the same part or sub-part on a future date.

36. HEADINGS

Headings of parts and sub-parts under this Agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this Agreement.

37. ERROR REPORTING AND FEEDBACK

You may provide us either directly at m@bearcrush.online or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Bear Crush may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Bear Crush is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Bear Crush and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose

38. ACKNOWLEDGEMENT

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

39. CONTACT US

You can contact us about this Agreement using the following details:

m@bearcrush.online

40. EFFECTIVE DATE

This Agreement will become effective on 22 November 2021 and was last updated on 23 November 2021.