

STARKSCAN WEBSITE TERMS OF USE

The use of our Site is subject to the following terms and conditions.

Please read these terms and conditions carefully.

1. Introduction

The following sets out the terms and conditions of use (the “**Terms of Use**”) for our website: <https://starkscan.co/> (the “**Site**”) made available by Diamond Paws Inc. (“**Diamond Paws**”, “**Company**”, “**we**”, “**us**” or “**our**”). These Terms of Use and any terms expressly incorporated herein constitute a legally binding agreement between you and the Company regarding your access and use of all services provided through the Site.

These Terms of Use do not alter in any way the terms and conditions of any other agreement you may have with the Company unless otherwise agreed to in writing by the Company. If you breach any of these Terms of Use, your authorization to use the Site automatically terminates and you must discontinue all use of the Site.

By accessing and using the Site in any manner, you acknowledge that you have read these Terms of Use and all of the terms and conditions contained herein. Before continuing to use the Site, please read these Terms of Use and contact us if you have any questions.

2. Provision of the Site by the Company

The Company reserves the right to amend, modify and supplement these Terms of Use from time to time as it sees fit with additional terms and conditions that govern certain information, content, products and services made available to you via the Site (“**Additional Terms**”). Before you use certain areas of the Site, you may be asked to indicate your acceptance of certain special terms and conditions by clicking on a button marked “OK” or “I agree”. Any special terms and conditions to which you agree will supplement and amend these Terms of Use.

You acknowledge and agree that the form and nature of the Site may change from time to time without prior notice to you. You acknowledge and agree that we may stop (permanently or temporarily) providing the Site (or any of our services) to you or to users generally, in our sole discretion, without prior notice to you. You may stop using the Site at any time. You do not need to inform us when you stop using the Site or any of its features.

This Site and its services (including, but not limited to, the underlying software) was developed to work with Starknet . You are permitted to use the Site and its services for that purpose only.

The Additional Terms, the Privacy Statement and the API Terms (located on the Site) are hereby incorporated by reference into these Terms of Use and form part of the legally binding agreement between you and us. To the extent that there is a conflict between these Terms of Use and any Additional Terms, the Additional Terms shall govern. These Terms of Use will remain in full force and effect as long as you are a user of the Site and, in the event of termination of any product, service or feature, you will still be bound by your obligations under these Terms of Use, the Privacy Statement, the API Terms and any Additional Terms.

3. Prohibited Activities

Your use of the Site is subject to all applicable local, provincial, state and federal laws and regulations. You may not:

- Use our Site in any matter that is likely to be obscene, fraudulent, defamatory, libelous, offensive, harassing, pornographic or discriminatory;
- Use our Site for commercial purposes;
- Use our Site in any manner that is likely to reflect negatively on us or the Site, or discourage any person from using any features or functions of the Site, or from advertising, linking, or becoming a supplier to us in connection with the Site;
- Send junk e-mail, unsolicited messages, or carry out any so-called “spamming” or “phishing”;

- Infringe upon or misappropriate the intellectual property rights of the Company or any third party;
- Use our Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our services, or that could damage, disable, overburden or impair the functioning of our services in any manner;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our services or to extract data;
- Engage in the reproduction of any content posted (such as public labels or name tags) or extracted from our APIs, CSV exports or our website or any of our affiliate websites without our prior consent or authorization.
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Site that you are not authorized to access;
- Introduce to the services any virus, trojan worms, logic bombs or other harmful material;
- Develop any third-party applications that interact with our Site without our prior written consent;
- Encourage or induce any third party to engage in any of the activities prohibited under this Section.

You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which the Company may suffer) of any such breach.

4. Links to Third-Party Sites

Links to third party websites on the Site are provided solely as a convenience to you. If you use these links, you will leave the Site. The Company does not control and is not responsible for any of such third party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. The Company does not endorse or make any representations about such third party websites or any information, software, products and services located there, or any results that may be obtained from using such software, products and services. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. You acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third party websites.

5. Site Information

Any content, data or publications made available through the Site are furnished by the Company on an as-is basis for your convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties, including program hosts, information providers, or any user of the Site, are those of the respective author(s) or publisher(s) and not of the Company. The company disclaims any warranty or representation, either express or implied, that the information in such publications is accurate or complete.

6. Privacy and Personal Information

We may use your email address to verify your identity, protect against fraud, and contact you. In addition, we may use it to send you updates about your user account, new products and services, and Site updates. Your personal information will not be released to any third party. The list of Site members will not be bought, sold, loaned, re-appropriated, re-used, given or provided outside of the Company for any reason. Any information you may receive from a third party via the Site will be facilitated and sent through the Company not through the third party.

Personal information submitted by users to the Site may be employed for the purposes of maintaining the integrity of the Site and its contents, contacting our users when necessary, and improving the quality of service provided by the Site. Company servers also collect information specific to how you use the Internet. Company servers note details such as the server you are logged onto and your IP address. This information is obtained solely for the purpose of maintaining the Site's integrity and improving our service. The Company may ask you for more personal information from time to time in a survey format. This

information is specifically used to ensure that the Site is up-to-date and relevant, and that the products and services provided to you in advertising format are relevant and of interest to you. Any information used as demographics will not reveal the source, and will be kept secure. This further information provided by you is on an optional basis.

The Company will employ a data measurement service for tracking the performance of an ad on behalf of the advertiser. The information collected will not contain personal elements, and will only be shared with that particular advertiser.

The Company reserves the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Site(s); or to protect our company and our members. While we make every effort to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

No e-mail address found on the Site may be harvested or otherwise used for purposes of solicitation.

For more information about our treatment and protection of personal information, please read our privacy policy at <https://starkscan.co/legal/privacy>. This policy explains how the Company treats your personal information, and protects your privacy, when you use the Site.

Questions or requests with respect to your personal information may be sent via email to starkscanco [at] gmail [dot] com.

7. Intellectual Property Rights

The Site's contents, including without limitation the text, trademarks, software, graphics, interactive elements and services (collectively, the "**Content**"), is the exclusive property of the Company and its successors, assigns, licensors, and/or suppliers. Unless you have agreed otherwise in writing with the Company, nothing in these Terms of Use gives you a right to use any of the Contents, the Company's trade-marks or other intellectual property of the Company. You may not assign or transfer any of the Contents and you may not grant a license to use or access the Site to any party.

No information or statement contained in these Terms of Use or the Site shall be construed as conferring, directly or by implication, estoppel or otherwise, any license or right under any patent, copyright, trademark, or other intellectual property right of the Company or any third party. You must not alter, delete, or conceal any copyright or other notices contained on the Site, including notices on any of the Contents that you are permitted to download, transmit, display, print, or reproduce from the Site.

You may not allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Contents without the express prior written consent of the Company or its owner if the Company is not the owner.

Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable federal, provincial, state and local laws.

8. Intellectual Property Infringement

If you are an owner of intellectual property (or the owner's authorized agent) and believe that any of the Contents or the Site infringes your intellectual property, please notify us using the following procedure:

Please send a written notice of intellectual property infringement to: starkscanco [at] gmail [dot] com

In your written notice, please provide the following information:

- Identification of the intellectual property claimed to have been infringed;
- Identification of the Contents that you claim are infringing your intellectual property;
- Information sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you believe that use of the Contents in the manner complained of is not authorized by the owner, its agent, or the law; and

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

9. No Warranty

You expressly understand and agree that your use of the Site is at your sole risk and that the Site and the Contents are provided "as is" and "as available." Any information obtained from our Site and the Contents is strictly for personal and informational purposes only.

In particular, the company and its licensors do not represent or warrant to you that:

- (a) Your use of the Site will meet your requirements.
- (b) Your use of the Site will be uninterrupted, timely, secure or free from error.
- (c) Any information obtained by you as a result of your use of the site will be accurate or reliable, and
- (d) That defects in the operation or functionality of any software provided to you as part of the Site will be corrected.

Any material downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from the company or through or from the Site shall create any warranty not expressly stated in these Terms of Use.

The Company further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

10. Limitation of Liability

To the maximum extent by applicable law, the company and its licensors shall not be liable to you for:

- (a) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability including, but not limited to, any loss of profit, loss of goodwill or business reputation, loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; and
- (b) Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - (i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the site;
 - (ii) Any changes which the company may make to the Site, or for any permanent or temporary cessation in the provision of the Site (or any features within the Site);
 - (iii) The deletion of, corruption of, or failure to store, any user content and other communications data maintained or transmitted by or through your use of the Site;
 - (iv) Your failure to provide the company with accurate account information; and
 - (v) Your failure to keep your password or account details secure and confidential.

The limitations on the company's liability to you in this section shall apply whether or not the company has been advised of or should have been aware of the possibility of any such losses arising.

11. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its successors and assigns, and any of their respective officers, directors, employees, members, agents, representatives, licensors,

advertisers, and suppliers from any liability, loss, claim, and expense (including reasonable legal fees) related to (a) your violation of these Terms of Use, and (b) your use of the Site.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

12. Enforcement

We reserve the right to available remedies in law and equity for the violation for any of these Terms of Use and may suspend, terminate or block your access to the Site for violations or suspected violations at our discretion and without notice to you. Any violation of these Terms of Use shall be regarded a breach of this agreement.

We reserve the right to investigate any suspected violation of these Terms of Use or any misuse of the Site. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with:

- (a) law enforcement authorities;
- (b) financial regulators, including securities regulators;
- (c) system administrators at Internet Service Providers (ISP), networks or computing facilities; and
- (d) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation.

You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Site, including without limitation, your email address, IP addresses or other identifying information.

Further, we may at our discretion disclose any information regarded as necessary to comply with applicable law, regulation, subpoenas from a court of competent jurisdiction, governmental or other legal process or regulatory request.

13. Anti Money Laundering

You are prohibited from using our Site for any illegal activities or purposes, including but not limited to money laundering, corruption, or any actions that facilitate or promote such activities.

By using our Site, you agree to comply with all applicable laws and regulations related to anti-money laundering and anti-corruption and any guidelines, regulations or directives issued by relevant authorities. You further agree to cooperate fully with any investigations or inquiries conducted by the relevant authorities, which may include but not limited to providing requested information, records or any other assistance required for the investigation.

Where necessary, we reserve the right to terminate or suspend your access to our Site if you are found to be engaged in money laundering or corrupt activities or if fail to comply with the obligations outlined above.

14. General

These Terms of Use, together with any Additional Terms, the Privacy Statement and the API Terms constitute the entire agreement between you and the Company relating to your use and our provision of the Site.

You agree that the Company may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on the Site.

You agree that if the Company does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Company's rights and that those rights or remedies will still be available to the Company.

If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The laws of the Province of Ontario and the federal laws applicable therein shall govern these Terms of Use in all respects, without giving effect to conflicts of laws principles.

15. Obtaining the Company's Consent

To request the consent of the Company for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to starkscanco [at] gmail [dot] com. The Company reserves the right to refuse any such requests in its sole discretion.

16. Contact Us

The Terms of Use outlined herein are subject to change at our discretion to align with evolving industry standards or best practices.

In order to resolve a complaint or to receive further information regarding the Site, or for questions or problems relating to these Terms of Use, please contact us at starkscanco [at] gmail [dot] com.