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Welcome to <https://nwkmarket.com>. These Terms of Use describe the terms and conditions applicable to your access and use of the websites at <https://nwkmarket.com> (each a "Site").

This document is a legally binding agreement between you as the user(s) of the Sites (referred to as "you", "your" or "User" hereinafter) and NWK Technologies Ltd, the owner (referred to as "we", "our" or <https://nwkmarket.com>," "NWK Technologies Ltd" hereinafter).

## 1. APPLICATION AND ACCEPTANCE OF THE TERMS

- a. By making use of this website, the user is automatically agreeing to have accepted the terms and conditions here in. If the user disagrees with the terms and conditions in whole or else in part, the user should immediately discontinue using this website.
- b. The age permitted to make use of this website is that of (18) eighteen years of age or older. By making use of this website, the user is confirming that he is of (18) eighteen years of age or older.
- c. Cookies are used in this website- the user automatically agrees to the use of cookies by using this website.
- d. The terms and conditions may be changed at any time by <https://nwkmarket.com>. If there is a change in the terms and conditions of this website a notification will inform the user that there has been a change in the terms and conditions and by continuing to use this website you will therefore be agreeing to the change of use of the terms and conditions, and the new terms and conditions will automatically apply to you.
- e. The correct version of the terms and conditions, and the version that governs your use of the services is that provided in the English language, any other version of which ever language is only provided for convenience only.
- f. A separate agreement and/or an additional agreement may be entered into between the user and the website or affiliate for any service, whether online or offline. In the case of conflict or inconsistency, the separate and/or additional agreement shall have precedence over these rules which regards to those services concerned.
- g. The terms and conditions of this website may **only** be altered in writing by an authorized person/officer on behalf of <https://nwkmarket.com>
- h. This is a pre-sale product, and when placing an order for a product/service which is still in pre-launch, it shall be regarded as pre-sale order.

## 2. THE NWK MARKET

A Market which is formally considered an intermediary, the digital equivalent of a shopping centre that makes consumer-merchant interaction much more convenient and simpler, acting as a permanent online showcase in which products and services are presented.

The NWK Market is an innovative platform that meets the new needs of the market (mobility, security, sharing, transparency), designed to be easily consulted and used by smartphones, ensuring secure transactions and recorded in Blockchain, between Verified users and ensuring sharing of profits generated among Community Members.

We have created the first

*"Blockchain-based  
Smart Mobile Social Marketplace  
running an innovative Profit-Sharing System"*

## 3. HOW TO JOIN

To take advantage of the benefits offered to Pioneer Merchants, simply complete the following form, by purchasing a user license as to have access to the NWK Market place and get a free place in the myLocal App. Please review the terms and conditions of the myLocal App, before proceeding:

<https://app.nwklocal.com/merchant-terms>. **(Disclaimer: The company is not responsible for third party websites, and accessing of third party web portals shall be at your own risk)**

## 4. THE MOMENTUM

At this stage access is only permissible to merchants and businesses. The development of the Social Market is in an advanced state and we are going to populate the platform with the Merchant showcases, to which a pre-configured space is dedicated to offer information on their activities, contact details for contacts, integrated e-commerce system, payment gateway, geo-localized messaging system, virtual office for managing promotions, events and actions and marketing, CRM for invoicing and reporting.

All merchants who decide to acquire the subscription at this stage are of knowledge that the WEBPORTAL shall be available to the public in the following months. The Marketplace is at the moment being filled with various Merchants as when the site goes public it will be grand. Any merchant or business who decides to join the marketplace, understand that he is acquiring a place in the NWK Market, and the purchase and acquisition of the license of use, is a digital content for all legal intends and purposes. The merchant or business deciding to join the NWK Market place knows and understands that he is acquiring a place in the NWK marketplace.

**Merchants who register during this phase (Pioneer Merchant) enjoy a series of extra benefits that will never be repeated, including: license of use with several free months, free personal and professional training courses, free advertising packages and free immediate and automatic inclusion in the new myLocal App.**

**Subscription to the NWK Market is on a NON-REFUNDABLE BASIS. Please view the refund policy on these terms.**

**The only possible license to be purchased at this stage is the BASIC License of use, which costs 50€. All other licenses will be available later on. We will notify you once they are also available for purchase.**

**5. PRE-SALE**

When placing an order for a product/service which is still in pre-launch, it shall be regarded as pre-sale order and shall be governed by these terms and conditions.

You acknowledge and agree that NWK Technologies Ltd may upon its own discretion decline or delay reservation. Shall we decline your reservation will do our best to inform you within two (2) weeks of our receipt and the decision to decline your order of your Pre-sale service and you will be entitled to a full refund of the acquired Price.

**6. PAYMENT**

Upon placing an order, you will be charged the total price of the product/service acquired. If NWK Technologies Ltd is unable to deliver such products/service within 12 months from when you place your order, then you will have the right to request a refund of the product/service, as per the price you have acquired the product/service without interest.

Your placing of a presale constitutes your express agreement to NWK Technologies Ltd of charging the full price of the Product/services at the time of ordering.

**7. DELIVERY OF FINAL PRODUCT/SERVICE**

Although we will do our best to begin delivering Product/services as soon as reasonably possible, you understand and agree that there may be delays. Estimated time of delivery is only an approximation. It may be subject to change, and NWK Technologies Ltd does not represent or warrant that it will be able to deliver the final product/service by the estimated date. As a result, in the event that a delay arises, and the expected shipment and/or release of the product/service is not met, NWK Technologies Ltd is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you with periodical updates concerning such delivery schedule.

**8. PRICE**

The purchase price ("Price") is as listed in the acquisition form. If the price goes up, your order is secure at a low price.

**9. TERMS AND CONDITIONS OF SALE**

The acquisition/ordering of the Product/services is subject to additional terms and conditions provided by NWK Technologies Ltd, including in respect of any software included in the Product/services or intellectual property embodied in the Product/services or data collected by the Product/services. The current Terms and Conditions of Sale can be found online and are subject to change without notice.

**10. CUSTOMER INFORMATION**

We will use any information that we may collect about you only as per our privacy policy.

**11. CHANGES TO THE TERMS**

NWK Technologies Ltd reserves the right to change any of the terms for any or no reason. We will provide notice of any material changes.

## **12. DELIVERY OF PRODUCT**

Delivery of product to be published online for users to utilize and have access to shall be in the following twelve (12) months. Although we will do our best to deliver as soon as reasonably possible, you understand and agree that there may be delays. Estimated time of delivery is only an approximation. It may be subject to change, and NWK Technologies does not represent or warrant that it will be able to deliver the final product/service by the estimated date. As a result, in the event that a delay arises, and the expected shipment and/or release of the product/service is not met, NWK Technologies is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you with periodical updates concerning such delivery schedule.

## **13. REFUND POLICY**

- The ordering of any digital content, and subscription services are on a **non-refundable basis**. Please therefore be sure that you are truly convinced before ordering this product, since afterwards no refunds will be issued.
- **NO REFUNDS will be issued on any digital content, and/or any subscription even if in pre-sale order.**
- If you decide to cancel a subscription product, you may do so. You will receive the remainder of the time of the initial subscription you paid for, and after that time your subscription will cancel out and not renew, thus you will not be charged any more.

## **14. DISCLAIMER.**

NWK TECHNOLOGIES DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROTOTYPE PRODUCT/SERVICE DISPLAYED BY NWK TECHNOLOGIES WHETHER BEFORE OR AFTER YOUR ACQUISITION. YOU UNDERSTAND AND AGREE THAT THE PRODUCT/SERVICE, ITS DESIGN AND TECHNICAL FEATURES ARE CURRENTLY UNDER DEVELOPMENT AND THAT THE PRODUCT/SERVICE THAT MAY BE AVAILABLE FOR PURCHASE BY YOU MAY BE MATERIALLY DIFFERENTLY FROM THE PROTOTYPE PRODUCT/SERVICE. **YOU AGREE THAT YOU ACCEPT THE RISK IN ACQUIRING A PRE-SALE PRODUCT/SERVICE AND THAT WE HAVE STRICT CANCELLATION TERMS.**

## **15. INTELLECTUAL PROPERTY RIGHTS.**

- We, and our licensors are owners of all copyright, material and intellectual property rights found in this website.
- All copyright and other intellectual rights in our website are reserved.

## **16. RELATIONSHIP BETWEEN THE COMPANY AND THE MERCHANT**

The merchants present on the platform have no exclusive contract with the NWK Technologies Ltd company for which these activities, their products and the same promotions could also be found externally from the NWK Market place.

The company shall have the right to refute a merchant from being registered in the NWK Market App, as per its own sole decision.

## **17. PRODUCT/SERVICES VERIFICATION**

The company is not responsible in any way for the control of the quality of the products and services offered by merchants. The company does not carry out any type of control and is not responsible in any way for the content of the reviews that will be published by users registered on the social networks, whether they are positive / negative, truthful / untrue.

Any reference to the fact that a user is registered (or similar) indicates only that the Member has completed the relevant verification or identification procedure and nothing else. This indication does not constitute an endorsement, certification or warranty by NWK Technologies Ltd with respect to any Member, including with respect to the identity or personal background of such Member or the fact that the Member is reliable, safe or adequate.

## **18. GENERAL CONDITIONS**

As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when using the Sites or Services.

You must read <https://nwkmart.com>'s Privacy Policy which governs the protection and use of personal information.

<https://nwkmart.com> may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that <https://nwkmart.com> has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.

You agree not to undertake any action to undermine the reliability of the computer systems or networks of <https://nwkmart.com> and/or any other User nor to gain unauthorized access to such computer systems or networks.

<https://nwkmart.com> reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, to the extent permitted by applicable laws and policies, <https://nwkmart.com> may disclose the Member's identity, contact information and/or information regarding the Member's account(s), transactions or activities carried out on or via the Site, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. <https://nwkmart.com> shall not be liable for damages or results arising from such disclosure, and User agrees not to bring any action or claim against <https://nwkmart.com> for such disclosure.

## **19. INFORMATION SUBMITTED ON THE WEBSITE**

All the information that the merchant will supply in relation to his activity, the type of activity, the truthfulness of the contents of the description, the truthfulness of the photos will be checked after publication by the responsible staff of the company. The company reserves the right to change the description that will be provided by the merchant from a lexical-grammatical point of view without being able to change the substance of the description and the possibility of contacting the merchant for any clarifications. This is to avoid providing your network with information that is not considered truthful or illusory.

The NWK company is not responsible for the truthfulness of the information that will be provided by the merchants, even if it will commit itself to the maximum of its abilities in the initial phase of information loading to guarantee information as true as possible. Nor is NWK Technologies Ltd responsible for the

truthfulness of the advertisements that will be uploaded to the platform, about discounts and promotions. The NWK Technologies Ltd company is not responsible for the reviews left by registered users either.

In case of high negative reviews towards a merchant, about the truthfulness of the descriptive information, the promotional information and the images provided, the company will undertake to contact him to get explanations about his work.

The company reserves the rights to take all the actions necessary to remedy such negative activity, as explained in these terms and conditions.

The company undertakes to contact the user who does not use appropriate language in his reviews, and / or the user who is reported by multiple merchants for providing false information during the review.

## **20. RESTRICTIONS.**

You are expressly and emphatically restricted from all of the following:

- 1) sell, use or sub-license any of the website's material;
- 2) use the website in any manner which may be harmful to the website;
- 3) using this Website in any way that impacts user access to this Website;
- 4) using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- 5) engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- 6) Certain areas of this Website are restricted from access by you and [Https://nwkmarket.com](https://nwkmarket.com) may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion.

## **21. SEVERABILITY.**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this Terms/agreement unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **22. APPLICABLE LAWS AND JURISDICTION**

This agreement shall be governed by the laws of Malta, and any disputes shall be decided by the Maltese Courts.

## **23. ASSIGNMENT.**

[Https://nwkmarket.com](https://nwkmarket.com) shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **24. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL NWK TECHNOLOGIES BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT. IN THE EVENT NWK

TECHNOLOGIES IS HELD LIABLE FOR ANY DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE FULL REFUND OF YOUR PURCHASE PRICE WITHOUT INTEREST.

**25. ENTIRE AGREEMENT**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between <https://nwkmart.com> and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

THE END