TERMS OF SERVICE

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Terms of Service Agreement ("Agreement") is entered into by and between Aurora Gates LTD, registered address Room 4, Office 18, Block 19, Vincenti Buildings, Triq id-Dejqa, Malta ("Company"), and you, the user of this website https://auroragates.com ("Site"). This Agreement becomes effective as of the date of your use of this Site or the date of your electronic acceptance.

This Agreement outlines the general terms and conditions of your use of https://auroragates.com and the products and/or services offered through this Site ("Services"). By accessing or using this Site or the Services, you agree to be bound by this Agreement and our Privacy Policy. The terms "we," "us," or "our" refer to the Company. The terms "you," "your," "User," or "customer" refer to any individual or entity who uses our Site or Services.

The Company reserves the right to modify this Agreement at any time. Changes are effective immediately upon posting to this Site. Continued use of the Site or Services after changes are posted signifies acceptance of the revised Agreement.

IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THIS SITE OR THE SERVICES.

2. ELIGIBILITY

This Site and the Services are available only to individuals who can legally form binding contracts under applicable law. By using the Site or Services, you represent that you are:

- (i) at least 18 years of age,
- (ii) legally permitted to enter into this Agreement, and
- (iii) not prohibited from receiving the Services under any applicable laws.

If you are using this Site on behalf of a company or entity, you represent that you have authority to bind that entity to this Agreement, in which case "you" or "your" shall refer to that entity. If you lack such authority, you will be personally liable for any obligations under this Agreement.

3. RULES OF USER CONDUCT

By using this Site, you agree to abide by these rules:

- Your use of this Site must comply with applicable local, national, and international laws, regulations, and policies.
- You will not use the Site to promote illegal activities, engage in spamming, infringe on others' intellectual property, or transmit harmful software.
- You agree not to copy, modify, distribute, or create derivative works based on any part of the Site or its content, except as authorized.

4. INTELLECTUAL PROPERTY

The content on this Site, including but not limited to text, graphics, logos, images, and software ("Company Content"), is owned or licensed by Aurora Gates LTD. It is provided "as is" for personal, non-commercial use only. No part of the Company Content may be used for any commercial purpose without our express written permission.

5. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. Aurora Gates LTD DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Aurora Gates LTD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THIS SITE OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF DATA OR PROFITS.

7. INDEMNITY

You agree to defend, indemnify, and hold Aurora Gates LTD and its affiliates harmless from any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, arising from your use of the Site or violation of this Agreement.

8. DATA TRANSFER

By using the Site, you consent to the transfer, storage, and processing of your information in Malta and other countries where our servers may be located.

9. AVAILABILITY OF WEBSITE

We strive to keep the Site available 24/7 but cannot guarantee uninterrupted service. The Site may be inaccessible for maintenance, repairs, or reasons beyond our control.

10. DISCONTINUED SERVICES

Aurora Gates LTD reserves the right to modify or discontinue any Service at any time. If a Service is discontinued, we may offer a comparable alternative or provide a refund.

11. NO THIRD-PARTY BENEFICIARIES

This Agreement does not confer any third-party rights or benefits.

12. COMPLIANCE WITH LOCAL LAWS

Users who access the Site from outside Malta are responsible for compliance with local laws.

13. GOVERNING LAW

This Agreement and any dispute arising out of it will be governed by the laws of Malta.

14. DISPUTE RESOLUTION

All disputes will be resolved by binding arbitration in Malta, conducted on an individual basis.

15. TITLES AND HEADINGS

Section titles are for convenience only and do not have any legal or contractual effect.

16. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

17. CONTACT INFORMATION For questions regarding this Agreement, please contact us at:

Aurora Gates LTD Address: Room 4, Office 18, Block 19, Vincenti Buildings, Triq id-Dejqa, Malta Email: info@auroragates.com Phone: <u>+356 21 224 847</u>