

Terms and Conditions

1. Scope

These Terms and Conditions (“**Terms**“) apply to the access and usage of the website, available on <https://statemind.io/> (“**Website**“), which is operated and performed by **Statemind team** (“**statemind**“). By accessing the Website, you (“**User**“) accept these Terms.

If the User does not agree to these Terms, the User shall not visit, use, or access the Website. These Terms incorporate by reference **statemind’s** privacy policy (“**Privacy Policy**“) which can be found at <https://statemind.io/>

Unless explicitly stated otherwise on this Website, any reference to goods and services is for informational purposes only and does not constitute an offer to buy or sell any goods or services.

2. Restrictions

In addition to other restrictions set forth in these Terms, the User is expressly restricted from all of the following:

- Copying, reproducing, modifying, selling, sublicensing, and/or otherwise commercializing any part of the Website or the content thereon, whether licensed by statemind or otherwise;
- Removing, altering, bypassing, or interfering with any copyright, trademark or other proprietary notices marked on the Website or the content contained thereon;
- Using this Website in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect or in any way that may impact visitors’ access to this Website;
- Introducing viruses, worms, Trojan horses or other malware or software agents, whether harmful or not or otherwise damage the Website;
- Engaging in any data mining, data harvesting, data extracting, scraping, or any other similar activity in relation to this Website, or while using this Website;

- Accessing the Website via any automated system or take any action that may impose an unreasonable load on statemind's infrastructure;
- Using the Website to collect any personally identifiable information, including but not limited to contact information;
- Circumventing or attempting to circumvent any security protection that statemind may use on the Website.

3. Rights & Obligations

Statemind makes the Website available to the User "as is" and uses reasonable care and skill to keep the Website free from viruses and other malicious software programs.

Statemind may amend the Terms from time to time at its sole discretion by publishing an updated version of the Terms on the Website. The User should check the Terms regularly and only use the Website upon acceptance of the changes to the Terms. The User's continued use of the Website following any amendments indicates acceptance of the changes to the Terms.

Only reports that statemind labels as "final" or "public" represent statemind's final position. Only reports clearly labeled on the first page as "public" are permitted to be published. All other documents are confidential and may not be published or disclosed unless explicitly permitted by statemind. statemind publishes public reports on the Website. For reports which are not published on the Website, you can verify the authenticity by sending an inquiry to hello@statemind.io

No one else than the contract partner can make any claims against statemind based on the reports or provision of statemind's services. In case the contract partner and the addressee of the report is not the same, statemind is contractually liable only to the contract partner.

Statemind reserves the right to ask the Users to provide feedback through forms, questionnaires, and polls in order to improve their Website and services ("**Feedback**"). statemind may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the User. The User assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to statemind and acknowledges it has no claim in relation to the Feedback.

4. No warranty and no liability

The Website, together with all content, data, information and materials contained therein, is provided 'as is' and 'as available', without warranties or representations of any kind. The Website may contain statements that constitute "forward looking statements". statemind is under no obligation to update or alter its forward-looking statements whether as a result of new information, future events, or otherwise and makes no warranty regarding the accuracy of such statements.

To the extent permitted by applicable law, the liability of statemind or affiliates of statemind, or any of statemind's directors, employees, contractors, service providers or agents is excluded.

User agrees to fully indemnify statemind from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

5. Intellectual Property

Statemind retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data and other intangible property rights in the Website, and any data and content contained thereof.

6. Links

The Website may contain third-party content or links to third-party websites. statemind does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.

7. Miscellaneous

No Assignment: The User may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of statemind.

Severability: If any provision of the Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.