



Terms and Conditions

Welcome to SEEDpath, our website at www.seedpath.org (“website”) and SEEDpath our iOS and Android mobile applications (our “APP”) (collectively our “Platform”) These Terms and Conditions (“Terms”) governing the use of our Platform. We license use of our Platform to you on the basis of these Terms. We do not sell our Platform to you, and we remain the owner of our Platform at all times.

1. ABOUT US

- 1.1. We are ABA WORLD LLC, a New York Domestic Limited-Liability Company (“ABA World LLC”, “we”, “us”, or “our”).
- 1.2. We operate www.seedpath.org (“website”) and SEEDpath our iOS and Android mobile applications (our “APP”) (collectively our “Platform”).
- 1.3. To contact us, please email us at metaworldedu@gmail.com.

2. TERMS OF USE

- 2.1. The provisions set out in these Terms govern your access to and your use of our Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.
- 2.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our Platform on these Terms.
- 2.3. We reserve the right to, without any notice, explanation, or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform at any time, or remove or edit content (including content submitted by you) on our Platform or on any of our affiliated websites (including social media pages).
- 2.4. We reserve the right to change, modify, suspend, or discontinue any portion of the Services, our Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time.
- 2.5. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

3. APPLE AND GOOGLE DEVICES LICENSE AGREEMENT

- 3.1. The following terms apply when you use our APP obtained from either the Apple’s, or Google’s store (each an “App Distributor”) to access our APP:
 - 3.1.1. the License granted to you for our APP is limited to a non-transferable License to use our APP on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
 - 3.1.2. we are responsible for providing any maintenance and support services with respect to the APP as specified in the terms and conditions of this License or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the APP.
 - 3.1.3. you must comply with applicable third-party terms of agreement when using the APP,
 - 3.1.4. you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this License, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this License against you as a third-party beneficiary thereof.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.



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- 4.2. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners.
- 4.3. You acknowledge that you have no right to have access to our Platform in source code form.
- 4.4. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.

5. WARRANTIES

- 5.1. While we make all efforts to maintain the accuracy of the information on our Platform, we provide the Services, Platform and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 5.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our Platform or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, our Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

6. SERVICE LEVEL AGREEMENT

- 6.1. We shall make the functionality of our Platform available to you pursuant to this Agreement and shall use commercially reasonable efforts to make the Services available at the gateway between the public internet and the network of the Cloud Services Provider, except for:
 - 6.1.1. scheduled Downtime (of which we will, to the extent practicable, schedule so as not to adversely affect your business); and
 - 6.1.2. as set forth in these Terms.
- 6.2. We warrant that the Services shall have an uptime of not less than 99.5% per month (resulting in a Downtime of not more than 3 hours and 39 minutes per month) (the "SLA").
- 6.3. We may, at our sole discretion, announce additional performance targets for the Services and shall use commercially reasonable efforts to meet those targets.
- 6.4. Additional performance targets may be amended by us at any time and at our sole discretion and that our failure to meet those targets shall not entitle you to compensation of any kind whatsoever under these Terms.

7. LIMITATION OF LIABILITY

- 7.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our Platform and any Related Content. You expressly agree that your use of the Services and our Platform is at your sole risk.
- 7.2. You agree not to use the Services, our Platform and the Related Content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our Platform or any other website or software) for:
 - 7.2.1. loss of profits, sales, business, or revenue;
 - 7.2.2. business interruption;
 - 7.2.3. loss of anticipated savings;
 - 7.2.4. loss or corruption of data or information;
 - 7.2.5. loss of business opportunity, goodwill or reputation; or
 - 7.2.6. any other indirect or consequential loss or damage.
- 7.3. Nothing in these Terms shall limit or exclude our liability for:
 - 7.3.1. death or personal injury resulting from our negligence;



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7.3.2.fraud; and/or

7.3.3.any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.

7.4. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and our Platform which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

8. INDEMNITY

You agree to indemnify and hold us, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our Platform, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

9. OTHER IMPORTANT TERMS

9.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.

9.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

9.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.

9.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.

9.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

9.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the law of the State of New York. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of the State of New York.



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