Oracle-D Communities Limited
Terms of Service for Steem.Ninja

This agreement (the "Agreement") between you and Oracle-D Communities Limited. ("we", "us", "our") sets out your rights to access and use of Steem.ninja and any other products or services provided by us (the "Service").

If you are accepting this Agreement and using the Services on behalf of a company, organisation or other legal entity, you represent and warrant that you are authorised to do so and have the authority to bind such entity to this Agreement.

By accessing our Service, you agree that you have read, understood and accepted the terms of this Agreement.

If we decide to make changes to this Agreement, we will provide notice of those changes by updating the "Last Updated" date (see bottom of this notice) or posting a notice on the steem.ninja website. Your continued use of the Service will confirm your acceptance of the changes.

Steem.Ninja is a brand/trading name of Oracle-D Communities Limited, a private limited company registered in the Seychelles, company number 206239.

Privacy Policy

Please refer to our Privacy Policy for relevant information about how we collect, use, and disclose information relating to you and andy and all services we may offer to you.

Eligibility

The Service is not targeted toward, nor intended for use by, anyone under the age of 18. You must be at least 18 years of age to access or use of the Service.

Copyright and Limited License

We may retain data, text, photographs, images, video, audio, graphics, articles, comments, software, code, scripts, and other content supplied by us or our clients, which we call "Oracle-D Content." Oracle-D Content is protected by intellectual property laws, including copyright and other proprietary rights of the Seychelles and foreign countries. Except as explicitly stated in this Agreement, we do not grant any express or implied rights to use Oracle-D Content.

You are granted a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Service and Oracle-D Content for your personal use. You retain ownership of and responsibility for Content you create or own ("Your Content"). If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third-party licenses relating to Content you post.

Trademark Policy

"Oracle-D,", the Oracle-D logo, Steem.Ninja logo and the name "Steem Ninja" and any other product or service names, logos, slogans that may appear on the Service may not be copied, imitated, or used, in whole or in part, unless explicitly permitted or without first receiving written permission from us to do so. The look and feel of our website at https://steem.ninja and the Service is protected by copyright © Oracle-D Communities Limited. All rights reserved. You may not duplicate, copy, or reuse any portion of the code or visual design elements or concepts without express written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned or used on our Service are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder.

In certain tasks, you may be granted access to use these in your posts, where applicable, and the official images will always be presented in the task respository.

Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

Assumption of Risk, Limitations on Liability.

5.1. You accept and acknowledge that there are risks associated with utilizing an Internet and/or blockchain-based service, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third-parties may obtain unauthorized access to information stored within or associated with your Account, including, but not limited to your private key(s) ("Private Key"). You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Services, however caused.

5.2. We make no representation or warranty of any kind, express or implied, statutory, or otherwise, regarding the contents of the Service, information and functions made accessible through the Service, any hyperlinks to third-party websites, nor for any breach of security associated with the transmission of information through the Service or any website linked to by the Service.

5.3. We will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of our Services, including but not limited to any losses, damages or claims arising from: (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped Steem blockchain addresses; (b) Server failure or data loss; (c) Corrupted Account files; (d) Unauthorized access to applications; (e) Any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the Service or Services.

5.4. We make no warranty that the Service or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Service.

5.5. Subject to 6.1 below, any and all indemnities, warranties, terms, and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under Seychelles law.

5.6. We will not be liable, in contract, or tort (including, without limitation, negligence), other than where we have been fraudulent or made negligent misrepresentations.

5.7. Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under Seychelles law.

Agreement to Hold Oracle-D Communities Limited Harmless

6.1. You agree to hold harmless Oracle-D Communities Limited (and each of our officers, directors, members, employees, agents, and affiliates) from any claim, demand, action, damage, loss, cost, or expense, including without limitation reasonable legal fees, arising out, or relating to:

6.1.1. Your use of, or conduct in connection with, our Services, including the steem.ninja website.

6.1.2. Your violation of any term in this Agreement; or

6.1.3. Violation of any rights of any other person or entity.

6.2. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we will pursue a settlement of any action or proceeding.

No Liability for Third-Party Services and Content

7.1. In using our Services, you may view content or utilize services provided by third parties, including links to web pages and services of such parties ("Third-Party Content"). We do not control, endorse, or adopt any Third-Party Content and will have no responsibility for Third-Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred because of any such dealings and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

Account Registration

8.1. In order to use our services you must create a Steem blockchain account ("Account"). When you create an Account, you are strongly advised to take the following precautions, as failure to do so may result in loss of access to, and/or control over, your Account: (b) Provide accurate and truthful information; (c) maintain the security of your Account by protecting your Account password and access to your computer and your Account; (e) Promptly notify us if you discover or otherwise suspect any security breaches related to your Account.

8.2. You hereby accept and acknowledge that you take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

8.3. You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to the Services that you use and your Account, which could result in the theft or loss of your property. By using the steem.ninja Service or accessing Oracle-D Content, you acknowledge these inherent risks.

The Services

9.1. As described in more detail below, the Services, among other things, provide software that facilitates the submission of Steem blockchain transaction data to the Steem blockchain without requiring you to access the Steem blockchain command line interface.

9.2. Account and Private Keys. You are solely responsible for maintaining the security of your Private Keys. You must keep your Private Key access information secure. Failure to do so may result in the loss of control of STEEM, Steem Power and Steem Dollars associated with your Account. You agree that Oracle-D Communities Limited is not liable in the event that you lose or lose control of your private keys.

9.3. Our services may utilise SteemConnect to securely log you into the Steem.Ninja service. You agree that in using our platform, you are authorising your login data using your private keys via SteemConnect, and we are in no way responsible for loss or breach as a result of a hack, loss of service whatsoever, which has been caused by the SteemConnect service.

9.4. Transactions. All proposed Steem blockchain transactions must be confirmed and recorded in the Steem blockchain via the Steem distributed consensus network (a peer-to-peer network), which is not owned, controlled, or operated by us. The Steem blockchain is operated by a decentralized network of independent third parties. We have no control over the Steem blockchain and therefore cannot and will not ensure that any transaction details you submit via the Services will be confirmed on the Steem blockchain. You acknowledge and agree that the transaction details you submit via the Services may not be completed, or may be substantially delayed, by the Steem blockchain. You may use the Services to submit these details to the Steem blockchain.

9.5. No Storage or Transmission of STEEM, Steem Dollars or Steem Power. STEEM, in any of its forms (STEEM, Steem Dollars and Steem Power) is an intangible, digital asset controlled by you. These assets exist only by virtue of the ownership record maintained on the Steem blockchain. The Service does not store, send, or receive STEEM, Steem Dollars, or Steem

Power. Any transfer of title that might occur in any STEEM, Steem Dollars or Steem Power occurs on the Steem blockchain and not within the Services. We do not guarantee that the Service can affect the transfer of title or right in any STEEM, Steem Dollars or Steem Power.

9.6. Relationship. Nothing in this Agreement is intended to nor shall create any partnership, joint venture, agency, consultancy, or trusteeship, between you and us.

9.7. Accuracy of Information. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any Steem blockchain transaction initiated via the Services, for instance, if you mistype an Account name or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Services.

9.8. No Cancellations or Modifications. Once transaction details have been submitted to the Steem blockchain via the Services, The Services cannot assist you to cancel or otherwise modify your transaction details. We have no control over the Steem blockchain and do not have the ability to facilitate any cancellation or modification requests.

9.9. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you for which you have submitted transaction details via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that the we are not responsible for determining whether taxes apply to your Steem blockchain transactions or for collecting, reporting, withholding, or remitting any taxes arising from any Steem blockchain transactions.

Upvotes

10.1 Oracle-D Communities Limited does not guarantee any upvote, recompense or payment whatsoever for any post made via our service.

10.2 Oracle-D Communities Limited may remove upvotes where we deem that an upvote should not have been made by our account, or any other account we manage.

10.3 Oracle-D Communities Limited is not responsible for third party accounts which may or may not upvote any post which is made through our site.

10.4 If you use a Service to which STEEM, Steem Dollars or Steem Power is transacted, you will not be able to change your mind once you have confirmed that you wish to proceed with the Service or transaction.

10.5 In order to receive an upvote from any account managed or owned by Oracle-D Communities Limited, you must publish your post through our platform. Oracle-D Communities Limited may charge a beneficiary fee for posting through our platform. This is non-refundable, and once charged may not be changed.

Discontinuation of Services.

11.1. We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are solely responsible for storing, outside of the Services, a backup of any Account and Private Key that you maintain in your Account.

11.2. You are solely responsible for the safety and security of your STEEM account. If you do not maintain a backup of your Account data outside of the Services, you will be may not be able to access STEEM, Steem Dollars and Steem Power associated with any Account maintained in your Account if we discontinue or deprecate the Services.

Suspension or Termination of Service.

12.1. We may suspend or terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Oracle-D.com account and all related information and files in such without cost to you, including, for instance, if you breach any term of this Agreement.

User Conduct

13.1. When accessing or using the Services, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

13.1.1. Use of our Services 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;

13.1.2. Use our Services to pay for, support or otherwise engage in any activity prohibited by law, including, but not limited to illegal gambling, fraud, money-laundering, or terrorist financing activities.

13.1.3. Use or attempt to use another user's Account without authorization;

13.1.4. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

13.1.5. Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;

13.1.6. Encourage or induce any third-party to engage in any of the activities prohibited under this Section.

Copyright Complaints, the DMCA, and Takedowns

14.1 We will respond to legitimate requests under the Digital Millennium Copyright Act ("DMCA"), and we retain the right to remove access to user content provided via the Service

that we deem to be infringing the copyright of others. If you become aware of user content on the Service that infringes your copyright rights, you may submit a properly formatted DMCA request (see 17 U.S.C. § 512) to Oracle-D Communities Limited.

14.2 Misrepresentations of infringement can result in liability for monetary damages. You may want to consult an attorney before taking any action pursuant to the DMCA.

14.3 It is our policy to deny use of the Service to users we identify as repeat infringers. We apply this policy at our discretion and in appropriate circumstances, such as when a user has repeatedly been charged with infringing the copyrights or other intellectual property rights of others.

   Use of the platformWe hold the right to exclude any user for any reason which we believe breaches our guidelines, and there is no automatic right for anyone to be able to access, use or benefit from Oracle-D services whatsoever.
   Indemnity

All the things you do and all the information you submit or post to the Service remain your responsibility. Indemnity is basically a way of saying that you will not hold us legally liable for any of your content or actions that infringe the law or the rights of a third party or person in any way.

Specifically, you agree to hold us, our affiliates, officers, directors, employees, agents, and third-party service providers harmless from and defend them against any claims, costs, damages, losses, expenses, and any other liabilities, including attorneys' fees and costs, arising out of or related to your access to or use of the Service, your violation of this user agreement, and/or your violation of the rights of any third-party or person.

   Disclaimers

To the fullest extent permitted by applicable law, the Service and the Steem.Ninja website and service are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and any warranties implied by any course of performance or usage of trade. The company does not represent or warrant that the Service: (a) will be secure or available at any time or location; (b) are accurate, complete, reliable, current, or error-free or that any defects or errors will be corrected; and (c) are free of viruses or other harmful components. Your use of the Service and Oracle-D Content is solely at your own risk. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

   Limitation of liability

To the fullest extent permitted by applicable law, in no event shall Oracle-D Communities Limited. or the any related party to Oracle-D Communities Limited that includes but is not limited to, subsidiaries, vendors, or contractors, be liable for any special, indirect, incidental, consequential, exemplary or punitive damages, or any other damages of any kind, including,

but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including, but not limited to, negligence) or otherwise, arising out of, or in any way connected with, the use of, or inability to use, the Service or the Oracle-D Content. To the fullest extent permitted by applicable law, in no event shall the aggregate liability of Oracle-D Communities Limited or any related party, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use of the Service

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations in this Section may not apply to you.

Modifications to the Service

We reserve the right to modify or discontinue, temporarily or permanently, the Steem.Ninja Service, or any features or portions of the Service, without prior notice. You agree that we will not be liable for any modification, suspension, or discontinuance of the Service.

Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes with Oracle-D Communities Limited, and limits the way you can seek relief from Oracle-D Communities Limited. If you do not agree with this Section, please discontinue using the Steem.Ninja Service.

20.1. Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and Oracle-D Communities Limited.: (a) waive your right to have any and all disputes or Claims arising from this Agreement or Oracle-D Communities Limited. (collectively, "Disputes") resolved in a court; and (b) waive your right to a jury trial. Instead, you and Oracle-D Communities Limited. will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it, instead of having the Dispute decided by a judge or jury in court).

20.2. No Class Arbitrations, Class Actions or Representative Actions. You agree that any dispute is personal to you and Oracle-D Communities Limited. and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which an individual makes and attempt to resolve a dispute as a representative of another individual or group of individuals. Further, you and Oracle-D Communities Limited. agree that a dispute cannot be brought as a class, or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

20.3. Process. You agree that you will notify us in writing of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to the us shall be provided by sending an email to legal@Oracle-D.com. Your notice must include: (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific relief that you are seeking. If we cannot agree how to resolve the Dispute within thirty (30) days of the us receiving the notice, either you or Oracle-D Communities Limited. may, as appropriate pursuant to this Section 20, commence an arbitration proceeding or file a claim in court. You agree that any arbitration or claim against us must be commenced or filed within one (1) year after the Dispute arose; otherwise, you agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute). You have read, understand, and agree that: (a) any arbitration will occur subject to Seychelles law; (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the jurisdiction of the Seychelles; and (c) the state or federal courts in Seychelles will have exclusive jurisdiction over the enforcement of an arbitration award and over any Dispute between the parties that is not subject to arbitration. You may also litigate a Dispute in small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

20.4. Severability. If any term, clause, or provision of this Section 20 is held invalid or unenforceable, it will be so held to the minimum extent required by law and all other terms, clauses or provisions will remain valid and enforceable. Further, the waivers set forth in Section 20.2 are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

Payments

21.1 Steem.Ninja accepts payments via a number of credit card processing service providers. We are not responsible for the failure of any of these providers services, nor loss or damage caused by these services

21.2 Due to the nature of a new account being automatically delegated Steem, and the manner in which we may utilise third party providers of Steem Power delegations, we do not offer any refund for any reason on newly created accounts or Steem Power delegations.

Applicable Law and Venue

This Agreement and your access to and use of the Service will be governed by, and construed in accordance with, the laws of Seychelles, without resort to its conflict of law provisions. To the extent the arbitration provision in Section 20 does not apply and the Dispute cannot be heard in small claims court, you agree that any action at law or in equity arising out of, or relating to, this Agreement shall be filed only in the state courts located in Seychelles and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

Termination

We reserve the right, without notice and in our sole discretion, to terminate your license to access and use of the Service, which includes, Oracle-D.com, and to block or prevent your future access to, and use of, the Service that we provide.

Severability

If any term, clause, or provision of this Agreement is deemed to be unlawful, void or for any reason unenforceable, then that term, clause or provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Changes

This Agreement is the entire agreement between you and us concerning the Service. It supersedes all prior or contemporaneous agreements between you and us. We may modify this user agreement at any time. If we make changes to this agreement that materially affect your rights, we will provide notice and keep this edition available as an archive on Oracle-D.com. By continuing to use the Services after a change to this agreement, you agree to those changes.

Contact Information

Notices to Oracle-D Communities Limited. should be directed to legal@Oracle-D.com.

For technical and payment support issues you should contact support@steem.ninja

These Terms of Service effective as of 1 March 2019