

# **TERMS OF USE**

## **By Using this Website, You Agree to these Terms**

Last updated: January 14, 2021

**IMPORTANT: PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS OF USE (“TERMS”). THEY CONTAIN AN ARBITRATION AGREEMENT, JURY AND CLASS ACTION WAIVERS, LIMITATIONS ON EZ BLOCKCHAIN’S LIABILITY AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.**

**BY ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS WHICH CREATES A BINDING AGREEMENT BETWEEN YOU AND EZ BLOCKCHAIN, LLC IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SITE.**

EZ Blockchain, LLC (together with its subsidiaries and affiliates “EZ Blockchain” “we” or “us”) is willing to grant access to and use of the Site to you solely upon your acceptance of these Terms, without modification.

As used in these Terms, “Site” refers to our website including [www.ezblockchain.net](http://www.ezblockchain.net) and all networked websites operated by or for EZ Blockchain, including all information, data, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code made available by or through the Site (“Content”).

As used in these Terms, “you” refers to you, the user, including any entity you represent or on whose behalf you are accessing the Site.

### **USE FOR INFORMATION PURPOSES ONLY**

The Site and the Content are being provided for informational purposes only. You may access the Site and Content, including downloading from data through the Site, for your informational purposes only.

### **USE BY MINORS PROHIBITED**

The Site not intended to be used by, or targeted to, anyone under the age of 18 years (or the legal age of majority if greater where you live). If you have not reached the age of majority, please do not use the Site.

### **HOW YOU CAN USE THE SITE AND CONTENT**

You must use the Site and Content only in accordance with these Terms. You may not, and you may not allow third parties, to:

- a) Use the online services for any purpose that is unlawful or prohibited by these Terms;
- b) Delete or change any copyright, trademark, or other proprietary notices;
- c) Attempt to obtain ownership or title to the Site, Content, or any portion thereof;
- d) Rent, lease, sell, sub-license, loan, merge, adapt, assign or transfer the Site, Content, or any portion thereof, or combine them with, or incorporate them into, any other programs or services;
- e) Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the Site, Content, or any portion thereof;
- f) Transfer, provide, export or re-export the Site, Content, or any portion thereof, in violation of an embargo, trade sanction, or other technology control or export laws and regulations; you also represent and warrant that you are not (i) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties;
- g) Use or launch any unauthorized technology or automated system to access the Site, Content, or any portion thereof, or extract information or data therefrom, including but not limited to spiders, trojans, spy-ware, malware, or any other malicious or surreptitious software or program, robots, screen scrapers, or offline readers; or

## **LINKS TO OTHER WEBSITES OR ONLINE SERVICES**

The Site may contain links, including “share” buttons and links to other websites or online services including LinkedIn, Facebook, and Twitter, (collectively “Third Party Services”). We do not control Third Party Services and are not responsible for the consequences of your use of such services. Links to Third Party Services are provided for convenience and the inclusion of a link does not imply endorsement by EZ Blockchain Your use of Third Party Services may be governed by different terms than those contained herein. **YOU AGREE THAT YOUR USE OF THIRD PARTY SERVICES IS AT YOUR OWN RISK.**

## **UNILATERAL RIGHT TO MODIFY**

We reserve the right to change these Terms in our sole discretion and will provide you with notice of such change by posting the revised Terms on the Site or by other reasonable means. You can determine when these Terms were last revised by

referring to the “Last Updated” legend at the top of these Terms. Your use of the Site after such changes are posted indicates your acceptance of such changes.

## **RIGHT TO TERMINATE**

You may stop using the Site at any time and you understand and hereby agree that we may terminate your use of or access to the Site or Content at any time.

## **CHOICE OF LAW**

These Terms shall be governed by the laws of the State of Illinois, U.S.A. without regard for its conflict of laws principles.

We recognize that it is possible for you to obtain access to this site from any jurisdiction in the world, but we have no practical ability to prevent such access. This site has been designed to comply with the laws of the State of Illinois and of the United States. If any Content or your use of any Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

## **SEVERABILITY**

If a court or arbitrator of competent jurisdiction finds any provision of these Terms to be invalid or unenforceable, such finding will not affect the other provisions of these Terms, all of which shall remain in full force and effect, and such other provisions will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

## **CONTRACTUAL STATUTE OF LIMITATIONS**

Unless a shorter statute of limitations is imposed by law, all arbitration proceedings must be commenced within 12 months after you become aware, or should, in the exercise of reasonable diligence, have become aware, of the act or omission giving rise to the claim, dispute, or controversy, whichever is earlier.

**WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN COURT OR OTHERWISE, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN OR AS A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF A CLAIM PROCEEDS IN COURT, YOU AND EZ BLOCKCHAIN AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.**

## **LIMITATION OF LIABILITY**

EZ BLOCKCHAIN SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGE, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF THE SITE OR CONTENT. NOTHING IN THIS SECTION IS INTENDED TO LIMIT EZ BLOCKCHAIN'S LIABILITY FOR DAMAGES TO THE EXTENT CAUSED BY OUR OWN GROSS NEGLIGENCE, INTENTIONAL OR CRIMINAL MISCONDUCT. ADDITIONALLY, NOTHING IN THIS SECTION IS INTENDED TO LIMIT OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE LIMITED OR ALTERED UNDER APPLICABLE LAW. EZ Blockchain reserves all legal rights to recover damages or other compensation under these Terms or as allowed by law.

#### **DISCLAIMER OF ALL WARRANTIES–SITE AND CONTENT PROVIDED “AS IS”**

The Site and Content may include inaccuracies or errors. WE PROVIDE THE SITE AND CONTENT "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION THAT THE SITE OR CONTENT WILL BE ACCURATE, RELIABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY RELATED TO YOUR USE OF THE ONLINE SERVICES. YOUR SOLE REMEDY AGAINST EZ BLOCKCHAIN FOR DISSATISFACTION WITH THE SITE OR CONTENT IS TO STOP USING THEM. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. THESE WARRANTY EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold us harmless from and against any and all claims, lawsuits, loss, costs (including reasonable attorneys' fees), expenses, demands, actions or other proceedings brought against it by any third party due to, arising out of or related to your (a) use of any Site; (b) violation of these Terms, or (c) violation of any law, regulation or third party rights. You shall pay and advance any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by us in connection with or arising from any such claim, lawsuit, action, demand or other proceeding.

#### **ADDITIONAL TERMS APPLICABLE TO ENTITIES**

The following terms and conditions apply specifically to any corporation or other legal entity that accesses the Site or Content: you agree to require each of your agents to be bound by the terms and conditions of these Terms and you agree to remain responsible and liable for all acts and omissions of your agents in connection with the Site or Content, including any breaches of these Terms. All references to your access and/or use of the Site or Content herein include access and/or use of the Site or Content by your agents. You agree that each of your agents is responsible for maintaining the confidentiality of any password that such agent may use to access the Site, and you agree not to let any agent transfer a password or user name, or lend or otherwise transfer use of or access to the Site, to other agents or any third party. If your agent ceases to be your agent, whether through termination of employment or contract or otherwise, or if you wish to disable an agent's access to the Site, you are responsible for any such changes. You are fully responsible for all interaction with the Site that occurs in connection with passwords or user names associated with your agents (including any former employees).

## **HOW WE COMMUNICATE WITH YOU**

You have a choice in how we communicate with you. By accessing the Site, you consent to receiving communication from us, including e-mails. You can opt in or out of communications programs including e-mail. You can unsubscribe from e-mail messages from us using the unsubscribe processes described in such communications.

## **INTELLECTUAL PROPERTY**

We retain all right title and interest in the Site and Content. Nothing herein intends to transfer any rights to, or vest any such rights in, you. You may not take any action to jeopardize, limit or interfere with our or our licensor's rights.

Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services, are distinctive and protected trademarks or trade dress of EZ Blockchain or its licensors. The Site or Content may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send EZ Blockchain a notice requesting that EZ Blockchain remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory

requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to:

Legal Department

833 W. Chicago Ave.

Chicago, IL 60642

[info@ezblockchain.net](mailto:info@ezblockchain.net)

EZ Blockchain suggests that you consult your legal advisor before filing a notice or counter-notice.

### **MISCELLANEOUS**

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce its rights against you, or 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.

We may transfer our rights and obligations under these Terms to another organization or entity, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or obligations under these Terms to another person if we so agree in writing.

### **NOTICE**

If you have a question or complaint regarding the Site, please feel free to contact us via email at [info@ezblockchain.com](mailto:info@ezblockchain.com)