

## Terms and Conditions

*Last updated: 25.03.2020*

These Terms and Conditions (hereafter referred to as “Terms”) pertain to the use of the Blockoville website ( “Website”), including its subpages and is fully owned by Blockoville OÜ, a limited liability company registered in the Republic of Estonia under registration number 14625867 and having its registered at address Roosikrantsi tn 2-681, Tallinn, Harjumaa, Estonia, 10119 (“Blockoville”, “us”, “we”). These terms and conditions serve, together with Privacy Policy of Blockoville (“Privacy Policy”), as integral documents for functionality of Blockoville and are effective upon the date of electronic acceptance.

YOU UNDERSTAND THAT BY USING THE WEBSITE OR WEBSITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

Please read the Terms carefully as present provisions will govern your use of the Services of Blockoville. Should you have any questions or comments regarding the Website, Platform or the Services, please contact us at [info@blockoville.com](mailto:info@blockoville.com)

### 1. GENERAL CONDITIONS OF USE

By registering an account via the Website you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any of the provisions or any subsequent modification to set forth in these Terms, you may not access or use any of the Services and must revoke your Blockoville Account (“Account”), free of charge, in the manner described below.

Subject to the conditions set forth herein, Blockoville may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Website. Blockoville will provide reasonable advance notice of any amendment that includes a Substantial Change (defined below), by posting the updated Terms of Service on the Website, providing notice on the Site, and/or sending you notice by email. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the “**Effective Date**”).

### 2. ACCOUNT REGISTRATION

**2.1. User Profile Registration.** To register for an Account to join the Website, you must complete a User Profile Registration, which you consent to be shown to other Users and, unless you change your privacy settings, the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Website or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

**2.2. Identity Verification.** You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to start using the Blockoville Services and to access

specific Blockoville Services, including certain transfers of E-Money and Digital Currency, and the limits that apply to your use of the Blockoville Services may be altered as a result of information collected on an ongoing basis.

2.2.1. The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number), billing type, mobile device identifiers and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with our Privacy Policy.

2.2.2. You therefore authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Blockoville Services and/or before permitting you to engage in transactions beyond certain volume limits.

2.3. **Permissions.** You agree not to request or allow another person to create an Account on your behalf, for your use. By granting other Users permissions under your Account, including as a team member or agency member, you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User's actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account, including making payments and entering into service contracts and the Terms and Conditions. If any such User violates these Terms and Conditions, it may affect your ability to use the Website. Upon closure of an Account, Blockoville may close any or all related Accounts.

2.4. **Third-Party Services.** If, during the time of your use of the Services, you grant express permission to a third party to access or connect to your Blockoville Account, either through the third party's product or service or through the Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Blockoville Account and any action of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold Blockoville responsible for, and will indemnify Blockoville from, any liability arising out of or related to any act or omission of any third party with access to your Blockoville Account.

**2.5. By registering an account and using any part of the Services, you agree:**

2.5.1. you have carefully studied, fully understand and agree to be bound by these Terms and Conditions, including all your obligations that arise as provided herein;

2.5.2. to provide and keep the information requested by Blockoville about you accurate, correct and complete;

2.5.3. to keep your Blockoville account accurate and profile information updated at all times;

2.5.4. to maintain a strong password and keep it confidential together with any other information related to the security of your account;

2.5.5. to be fully responsible for all use of your account and for any actions that take place through your account, including responsibility for compliance with all applicable laws and regulations;

- 2.5.6. not to authorize other persons to use your account nor transfer or assign it to any other person;
- 2.5.7. not to use the Services for any illegal purposes, including (among else) money laundering and terrorism financing;
- 2.5.8. not to register more than one personal account;
- 2.5.9. to have reviewed and understood Privacy Policy of Blockoville provided on the Website;
- 2.5.10. to act in accordance with these Terms and Conditions at all times.

2.6. We reserve the right to accept or reject your account registration request without additional explanation. Registering an account via the App implies full and total acceptance of all our policies, including these Terms.

### **3. PURPOSE OF BLOCKOVILLE**

Blockoville provides the services of Digital Currency Wallet and Digital Currency Exchange. Blockoville Website also serves a marketplace where Clients and Freelancers can identify each other and advertise, buy, and sell Freelancer Services online. Blockoville may facilitate the payments between Clients and Freelancers in Digital Currency. Additionally, Blockoville is a social media platform where Users can communicate, share news and write blogs, participate in groups and forums.

Subject to the Terms of Service, Blockoville provides the Website Services to Users, including hosting and maintaining the Website and the Platform, facilitating the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract.

### **4. DIGITAL CURRENCY SERVICES**

4.1. The following services may be provided to you by Blockoville:

- a) one or more hosted digital currency wallets enabling you to store, track, transfer, and manage your balances of certain supported digital currencies (the "Digital Currency Wallet" and "Digital Currency" respectively); and
- b) a Digital Currency exchange service enabling you to obtain prices for your purchases and sales of Digital Currencies, and (subject to certain restrictions) carry out any such purchases or sales on the Site.

4.2. You may purchase supported Digital Currency by linking a valid payment method to your Digital Currency Wallet. You authorise us to debit funds using your selected payment method(s) to complete your purchase.

4.3. By clicking the 'Buy' or 'Sell' button on the Website, you are authorising Blockoville to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Conversion Fees and Exchange Fees. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment methods, including balances on your Digital Currency Wallets, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, insufficient funds, or similar fees charged by your payment provider.

4.4. Although we will attempt to deliver Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before the status of your Digital Currency transaction is shown as complete, and it is delivered to your Digital Currency Wallet. You may sell Digital Currency in exchange for fiat currency supported by Blockville. In such circumstances, you authorise us to debit your Digital Currency Wallet and to send instructions to credit your selected payment method(s) in settlement of sell transactions. We will send these instructions as soon as reasonably possible. Any fiat currency should be credited to your selected payment method(s) by the end of the business day after we send such instructions. We may also refuse to process or cancel any pending Digital Currency Transaction as required by law, regulation or any court or other authority to which Blockville is subject in any jurisdiction

4.5. We will make reasonable efforts to fulfil all purchases of Digital Currency, but in some circumstances, we may be unable to. If this is the case, we will notify you and seek your approval to re-attempt the purchase at the current Exchange Rate.

4.6. The "Conversion Fee" is a fee each purchase or sale of Digital Currency is subject to. The applicable Conversion Fee will be displayed to you on the Website prior to each transaction and is stated in each receipt we issue to you. We may adjust our Conversion Fees at any time. We will not process a transaction if the Conversion Fee and any other associated fees would, together, exceed the value of your transaction.

4.7. The "Exchange Rate" means the price of a given supported Digital Currency in fiat currency as quoted on the Site.

4.8. Blockville has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase from, or sell to, any third party (including other users of the Digital Currency Services). We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, any third party using Digital Currency transferred using the Digital Currency Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

## **5. FREELANCING PLATFORM**

5.1. Blockville makes the Website and Website Services available to enable Freelancers and Clients to find and transact directly with each other. Blockville does not introduce Freelancers to Clients, find Projects for Freelancers, or find Freelancers for Clients. Through the Website and Website Services, Freelancers may be notified of Clients that may be seeking the services they offer, and Clients may be notified of Freelancers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Client or Freelancer on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and Blockville is not a party to that Service Contract.

5.2. If a Client and Freelancer decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Client and Freelancer. Client and Freelancer have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Blockville is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Blockville and any Freelancer or a partnership or joint venture between Blockville and any User.

5.2. You acknowledge, agree, and understand that Blockoville is not a party to the relationship or any dealings between Client and Freelancer. Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any User Content, (b) determining the suitability of other Users for a Service Contract, (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts, (d) performing Freelancer Services, or (e) paying for Service Contracts or Freelancer Services. You acknowledge, agree, and understand that Blockoville does not, in any way, supervise, direct, control, or evaluate Freelancers or their work and is not responsible for any Project, Project terms or Work Product. Blockoville makes no representations about and does not guarantee, and you agree not to hold Blockoville responsible for, the quality, safety, or legality of Freelancer Services; the qualifications, background, or identities of Users; the ability of Freelancers to deliver Freelancer Services; the ability of Clients to pay for Freelancer Services; User Content, statements or posts made by Users; or the ability or willingness of a Client or Freelancer to actually complete a transaction.

5.3. You also acknowledge, agree, and understand that Freelancers are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Freelancer Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set.

5.4. You further acknowledge, agree, and understand that: (i) Blockoville will not have any liability or obligations under or related to Service Contracts and/or Freelancer Services for any acts or omissions by you or other Users; (ii) Blockoville does not, in any way, supervise, direct, or control any Freelancer or Freelancer Services; does not impose quality standards or a deadline for completion of any Freelancer Services; and does not dictate the performance, methods or process Freelancer uses to perform services; (iii) Freelancer is free to determine when and if to perform Freelancer Services, including the days worked and time periods of work, and Blockoville does not set or have any control over Freelancer's pricing, work hours, work schedules, or work location, nor is Blockoville involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Freelancer for a Project; (iv) Freelancer will be paid at such times and amounts as agreed with a Client in a given Service Contract, and Blockoville does not, in any way, provide or guarantee Freelancer a regular salary or any minimum, regular payment; (v) Blockoville does not provide Freelancers with training or any equipment, labor, tools, or materials related to any Service Contract; and (vi) Blockoville does not provide the premises at which Freelancers will perform the work.

5.5. Freelancers are free to use subcontractors or employees to perform Freelancer Services and may delegate work to Freelancer's subcontractor(s) or employee(s). If a Freelancer uses subcontractors or employees, Freelancer further agrees and acknowledges that this paragraph applies to Blockoville's relationship, if any, with Freelancer's subcontractors and employees as well and Freelancer is solely responsible for Freelancer's subcontractors and employees.

5.6. Blockoville will facilitate payments between Client and Freelancer.

5.7. For the purposes of facilitating the payment, the Client must provide account information for at least one valid Payment Method. By providing Payment Method information through the Website and authorizing payments with the Payment Method, Client represents, warrants, and covenants that: (a) Client is legally authorized to provide such information; (b) Client is legally authorized to make payments using the Payment Method(s); (c) if Client is an employee or agent of a company or person that owns the Payment Method, that Client is authorized by the company or person to use the Payment Method to make payments on Blockoville; and (d) such actions do not violate the terms and conditions applicable to Client's use of such Payment Method(s) or applicable law. When Client authorizes a payment using a Payment Method via the Site, Client represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under these Terms and Conditions cannot be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means.

5.8. Because the use of any Payment Method may be limited by applicable law or by written agreement with your financial institution, Blockoville is not liable to any User if Blockoville does not complete a transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Blockoville will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with these Terms and Conditions.

5.9. Freelancer acknowledges and agrees that Freelancer is solely responsible (a) for all tax liability associated with payments received from Freelancer's Clients and through Blockoville, and that Blockoville will not withhold any taxes from payments to Freelancer; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Freelancer is not covered by or eligible for any insurance from Blockoville; (c) for determining whether Freelancer is required by applicable law to issue any particular invoices for the Freelancer Fees and for issuing any invoices so required; (d) for determining whether Freelancer is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Freelancer Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate.

## **6. SOCIAL MEDIA PLATFORM**

6.1. The User is free to create, use and determine independently for personal purposes the content of his/her own Personal Page on Blockoville Social Media Platform and conditions for other Users' access to its content.

6.2. The User has the right to create communities, including Groups, Public Pages, Events, Blogs and Gigs. The Users are encouraged to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of the community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

- a) You may not use our Blockoville to do or share anything: that breaches these Terms, our Community Standards and other terms and policies that apply to your use of Blockoville; that is unlawful, misleading, discriminatory or fraudulent; that infringes or breaches someone else's rights, including their intellectual property rights.
- b) You may not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of the Services.
- c) You may not access or collect data from our Services using automated means (without our prior permission) or attempt to access data that you do not have permission to access.

Blockoville retains the right to remove or block content or Users who are in breach with these provisions.

## **7. ACCEPTABLE USE**

7.1. When using the Website and the Services, you must not do any of the following:

- a) carry out any activities in course of using the Services that is illegal, libelous, defamatory, abusive, threatening, harassing, hateful, offensive, causes damage to Blockoville or any third party or otherwise violates any law or infringes upon the right of any third party;
- b) decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services, the Website and the Platform;
- c) modify the software underlying the Website or the Platform in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Services;

- d) transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, Services, Website, Platform, any software or hardware, or telecommunications equipment;
- e) probe, scan or test the vulnerability of the Services or circumvent any security mechanism used by the Website or the Platform;
- f) take any action that imposes an unreasonably or disproportionately large load on the infrastructure of the Website and/or Services;
- g) use the Services, the Website, the Platform or any services of the Service Providers for any activities which are related to or facilitate money laundering and terrorist financing.

7.2. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any content on the Website or the Platform, without express written permission by us. You hereby grant Blockoville and its affiliates a lifetime, worldwide, irrevocable, royalty-free, non-exclusive, sublicensable right to use and reproduce any content that you post on the Website or the App for the purposes of processing and hosting the content in connection with providing the Services. This license will apply to the distribution and the storage of the content in any form, medium, or technology now known or later developed.

7.3. Blockoville reserves the right to suspend or terminate access to its Services immediately to any User, whose activity is disrupting, causing harm to the Services infrastructure or third parties, or otherwise violates these Terms. You agree that we shall not be liable to you or any third party for any modification or termination of the Blockoville Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

7.4. You agree to reimburse Blockoville for any expenses or costs, including consequential damages that we or anyone else may incur as a result of a breach of the foregoing representations and obligations.

## **8. DELETION OF YOUR ACCOUNT**

8.1. You may delete your Blockoville Account any time by following the instructions in your profile menu on the Website.

8.2. By deleting your Blockoville Account, you acknowledge that your relationship with Blockoville will terminate and you will no longer be able to access the Services. In such case Blockoville will process and/or delete your personal data in accordance with the Privacy Policy and applicable laws.

8.3. Account deletion is subject to not having any outstanding listings on the Website; resolving any outstanding matters (such as a suspension or restriction on your Account); and paying any outstanding fees or amounts owing on the Account.

8.4. We may retain some of your personal information to satisfy regulatory requirements and our own external obligations. Closing your account does not necessarily delete or remove all of the information we hold.

## **9. YOUR PRIVACY AND COLLECTION OF DATA**

9.1. Blockoville acts in accordance with all applicable data protection regulations and will do its best to keep safe any information you have provided such as implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Our policies regarding the collection, use and disclosure of personal information in course of the Services can be accessed in our Privacy Policy.

- 9.2. In accordance to relevant regulations, Blockoville is obligated to constantly monitor processing operations and data flows. Thus, we make our best to ensure your data is secured. In case of data breach, which may occur by technical or physical incident, Blockoville is obligated to notify the controller without undue delay after becoming aware of a personal data breach.
- 9.3. When Blockoville is in the role of data controller, shall it without undue delay and, where feasible, not later than 72 h after having become aware of it, notify the personal data breach to the supervisory authority.
- 9.4. When the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons (the User), Blockoville shall communicate the personal data breach to the affected User without undue delay, except cases when:
- a) Blockoville has implemented appropriate technical and organisational protection measures, and those measures were applied to the personal data affected by the personal data breach, in particular those that render the personal data unintelligible to any person who is not authorised to access it, such as encryption;
  - b) Blockoville has taken subsequent measures which ensure that the high risk to the rights and freedoms of data subjects referred to in paragraph 1 is no longer likely to materialize;
  - c) It would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the data subjects are informed in an equally effective manner.

## **10. SUSPENSION, TERMINATION, AND CANCELLATION**

- 10.1. Blockoville has the right to suspend, restrict, or terminate your access to any or all of the Services, and/or deactivate or cancel your Blockoville Account if:
- a) We are so required by a valid subpoena, court order, or binding order of a government authority; or
  - b) We reasonably suspect you of using your Blockoville Account in connection with illegal, unauthorized, or improper activity; or
  - c) Use of your Blockoville Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; or
  - d) Our Service Providers are unable to support your use; or
  - e) You take any action that Blockoville deems as circumventing the controls of Blockoville.

## **11. INTELLECTUAL PROPERTY OF BLOCKOVILLE**

11.1 All copyrights and any other intellectual property rights in relation to Website, App and/or Services shall remain the sole and exclusive property of Blockoville and you shall have no claim to it insofar as not stated differently herein.

11.2. Blockoville grants you personal, non-exclusive, time limited, non-transferable, non-licensable and revocable license to use the Website, Platform and our Services, for so long as you comply with the Terms. All rights not expressly granted in the Terms are reserved. You may use the content on the Website and the Platform only for your personal use in connection with the Services. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, reverse engineer, publicly display, or in any way exploit any of the software, materials or content of the Services in whole or in part, unless as prescribed otherwise in these Terms or in the Platform or Website.

11.3. Blockoville may at all times and without prior notice, make functional, procedural or technical changes or improvements to the Website, App or the Services. Blockoville is under no circumstances obliged to adjust or add any specific functionality to the Services.



## **12. OTHER GENERAL PROVISIONS**

### **12.1. LIMITATION OF LIABILITY**

OUR SERVICES, WEBSITE, APP AND INFORMATION ARE PROVIDED ON AN “AS IS” BASIS AND, OTHER THAN EXPRESSLY SET OUT IN THE TERMS, WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH WE ARE STRIVING TO PROVIDE YOU SERVICES OF HIGHEST POSSIBLE QUALITY, WE DO NOT WARRANT THAT OUR WEBSITE, APP OR SERVICES WILL BE ERROR-FREE AND UNINTERRUPTED. UNLESS EXPLICITLY STATED OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLOCKOVILLE OR ITS DIRECTORS, EMPLOYEES, PARTNERS AND AGENTS, ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF WEBSITE, APP AND/OR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLOCKOVILLE AND ITS DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS AND PARTNERS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED 500 EUROS.

We assume no liability for non-operability or impaired accessibility to Website, Platform or Services caused by, for example but not limited to, technical difficulties or dependence on the services of the third parties.

Blockoville cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Blockoville cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. You are solely responsible for creating backup copies of any of the information and content that you submit to Blockoville. Some states/jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so in such jurisdictions the above limitations or exclusions may not apply. In such case, our liability and that of its affiliates, suppliers and partners will be limited to the greatest extent permitted by law.

Please note that Blockoville is not a financial planner, broker or tax advisor and does not provide legal, tax or financial advice. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

### **12.2. Indemnification**

You agree to defend, indemnify and hold harmless Blockoville and our employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees), resulting from or arising out of your infringement of any of these Terms or the terms and conditions or privacy policy of third-party Service Providers.

### **12.3. Force Majeure**

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

### **12.4. Severability**

If any of the provisions of the Terms proves to be void or voidable or is or becomes invalid in full or

in part for any other reason, the remaining provisions of the Terms will continue to apply in full. We will replace the invalid stipulation by a stipulation that is valid and whose legal consequences, in view of the substance and purpose of the Terms, correspond as much as possible to those of the invalid stipulation.

#### 12.5. No waiver

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

### **13. CUSTOMER FEEDBACK**

13.1. Should you have any feedback, questions, or complaints, contact us via email at [info@blockoville.com](mailto:info@blockoville.com) When you contact us please provide us with your name, address, and any other information we may need to identify you, your Blockoville Account, and the transaction on which you have feedback, questions, or complaints.

### **14. GOVERNING LAW**

14.1. These Terms shall be governed and construed in accordance with the laws of Republic of Estonia, without regard to any choice of laws or conflicts of law provisions.

14.2. You agree that any claims arising from or related to Services shall be brought exclusively to courts located in Tallinn, Estonia and you consent to the exclusive jurisdiction of such courts.