Blockchair Website Terms of Service

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THIS VERSION OF THE BLOCKCHAIR’s WEBSITE TERMS OF SERVICE WILL BECOME EFFECTIVE ON May 1st, 2021.

Thank you for using blockchair.com website (further – Website). You fully and with no revocations agree to the terms of this Blockchair Website Terms of Service (further - Terms) by entering the Website. You agree to comply with the Terms and that the Terms control your relationship with us. WE ASK YOU TO CONSIDER THAT WE DO NOT GUARANTEE YOU THE SUSTAINABLE, CORRECT WORK OF OUR WEBSITE, SO THE TERMS CONTAIN LIMITATION OF LIABILITY AND CLASS ACTION WAIVER. So please, read all the Terms carefully.

Under the Terms, "Blockchair" means Blockchair Limited, with the office at Office 29, Clifton House, Fitzwilliam Street Lower, Dublin, Dublin 2, D02 XT91, Ireland. We may refer to "Blockchair" as "we", "our", or "us" in the Terms.

Section 1: Accepting the Terms

a. Accepting the Terms

You accept the Terms by entering our Website.

Section 2: Enjoying Our Website

a. Compliance with Law, Third Party Rights, and Blockchair Website Terms of Service

You will comply with all applicable law, regulation, and third-party rights (including without limitation laws regarding the patents, trademarks, applicable intellectual property regulations, and local laws).

b. Information you provide us

It is regulated by the separate document; for the information concerning the information we collect please consult with our Privacy Policy (https://blockchair.com/privacy).

Section 3: Prohibitions and Liability

a. General Prohibitions

During your stay on the website, you may not:

1. Reverse engineer or attempt to extract the source code from the Website, our API, or any related software.

2. Use the Website for any activities where the use or failure of the Website could lead to death, personal injury, or environmental damage.
3. Remove, obscure, or alter any Blockchain terms of service or any links to or notices of those terms.

4. Perform any types of cyber-attacks or actions, which result in, steal, harm, or gain unauthorized access to the Website.

b. Your liability for breaking the rules

If you performs prohibited actions (Sections 3a), we reserve the right to ban you permanently from our Website by using technical means. The user who performs prohibited actions is liable for the damages, which were caused to Blockchain.

Section 4: Our Liability

a. WARRANTIES

NO CONDITIONS, WARRANTIES, OR OTHER TERMS APPLY TO OUR WEBSITE OR ANY OTHER SERVICES SUPPLIED BY BLOCKCHAIR UNDER THE TERMS UNLESS EXPRESSLY SET OUT IN THE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, NO IMPLIED CONDITIONS, WARRANTIES, OR OTHER TERMS APPLY (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, OR CONFORMANCE WITH DESCRIPTION). WE DO NOT MAKE ANY GUARANTEE IN CONNECTION WITH THE WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO PROMISE TO INFORM CUSTOMERS OF DEFECTS OR ERRORS.

WE MAY, IN OUR SOLE DISCRETION AND WITHOUT LIABILITY TO YOU, WITH OR WITHOUT PRIOR NOTICE AND AT ANY TIME, MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, ANY PORTION OF WEBSITE.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

b. LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, BLOCKCHAIR WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE AND/OR LOST PROFIT CAUSED BY (A) INACCURACY, NON-CONFORMITY, AND INCOMPLETENESS OF ANY DATA, (B) ANY ERRORS, OMISSIONS, AND DELAYS IN DISPLAYING SUCH DATA, AS WELL AS ACTIONS TAKEN ON THEIR BASIS, AND (C) THE THIRD-PARTY CONTENT PROVIDED ON OUR WEBSITE.

BLOCKCHAIR IS NOT LIABLE FOR DAMAGES ARISING FROM THE USE OF THE DATA ACCESSED PLACED ON OUR WEBSITE, INCLUDING THE ONE ACCESSED THROUGH THIRD PARTY CONTENT.
TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BLOCKCHAIR, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT NOT MORE THAN USD 100.00 (ONE HUNDRED UNITED STATES DOLLARS).

IN ALL CASES, BLOCKCHAIR WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c. Class Action Waiver

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND BLOCKCHAIR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, where permitted under the applicable law, unless both you and Blockchair agree otherwise, the court may not consolidate more than one person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

Section 8: General Provisions

a. Modification

We may modify the Terms or any portion of it to reflect changes to the law and in any other cases. You should look at the Terms regularly. We will post notice of modifications to the Terms on a “Terms of Service” page, located at: https://blockchair.com/terms. Changes will not apply retroactively and will become effective no sooner than 15 days after they are posted. Nevertheless, changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must stop using our Website.

b. General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English version of the Terms will solely govern our relationship. The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party’s ability to seek injunctive relief. Unless otherwise directly stated, the Blockchair does not transfer the exclusive right or give any license for the use of the content of the Website. If you do not comply with the Terms, and Blockchair does not take action right away, this does not mean that Blockchair is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Blockchair relating to its subject and supersede any prior agreements on that subject. THE LAWS OF IRELAND WILL APPLY TO ANY DISPUTES ARISING OUT OF OR RELATED TO THE TERMS. YOU AND BLOCKCHAIR AGREE THAT THE COURTS OF IRELAND SHOULD HAVE EXCLUSIVE JURISDICTION TO HEAR, SETTLE AND/OR DETERMINE ANY DISPUTE, CONTROVERSY, OR CLAIM (INCLUDING ANY NON-CONTRACTUAL DISPUTE, CONTROVERSY, OR CLAIM) ARISING OUT OF OR IN CONNECTION WITH THE TERMS, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY, FORMATION OR TERMINATION. FOR THESE PURPOSES, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF IRELAND.