

# Blockchair Advertisement Terms of Service

Blockchair Advertisement Terms of Service.....	1
Section 1: Accepting the Terms.....	2
a. Accepting the Terms.....	2
b. Entity Level Acceptance.....	2
c. Request for Advertisement Subscription.....	2
Section 2: Enjoying Our Services.....	3
a. Compliance with Law, Third Party Rights, and Blockchair Advertisement Terms of Service.....	3
b. Feedback.....	3
Section 3: Advertisement Subscription.....	3
a. Subscription Plans and Fees.....	3
b. Cancellation.....	3
c. Permission on Mentioning.....	4
d. Special Warranty for Advertisement Subscription Purchasers.....	4
Section 4: Prohibitions and Confidentiality.....	4
a. Advertisement Prohibitions.....	4
b. Confidential Matters.....	4
Section 5: Brand Features; Attribution.....	5
a. Brand Features.....	5
b. Attribution.....	5
c. Publicity.....	5
Section 6: Termination.....	5
a. Termination.....	5
b. Your Obligations Post-Termination.....	5
c. Surviving Provisions.....	5
Section 7: Liability.....	6
a. WARRANTIES.....	6
b. LIMITATION OF LIABILITY.....	6
c. Indemnification.....	6
d. Class Action Waiver.....	7
Section 8: General Provisions.....	7
a. Modification.....	7
b. General Legal Terms.....	7

THIS VERSION OF THE BLOCKCHAIR'S ADVERTISEMENT TERMS OF SERVICE WILL BECOME EFFECTIVE ON January 14, 2020.

Thank you for choosing Blockchair as a platform for placing your piece(s) of advertisement (Advertisement Programme). **You fully and with no revocations agree to the terms of this Blockchair Advertisement Terms of Service (further - Terms) by purchasing advertisement subscription.** 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 office at Core B, Block 71, The Plaza, Park West, Dublin 12, 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 purchasing the advertisement subscription. You may not accept the Terms if you are not of legal age to form a binding contract with Blockchair.

### **b. Entity Level Acceptance**

If you purchase advertisement subscription on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

### **c. Request for Advertisement Subscription**

You need to contact us if you want to purchase advertisement subscription. In order to purchase advertisement subscription, you will be required to provide certain information (such as identification or contact details, the piece(s) of advertisement in question and etc.) as a part of the advertisement subscription purchase process. Any registration information you give to Blockchair will always be accurate and up to date and you will inform us promptly of any updates. PLEASE, NOTE THAT BEFORE ACCESSING OUR ADVERTISEMENT PROGRAMME, WE WILL REQUEST AND CHECK YOUR PIECE(S) OF ADVERTISEMENT ON CONFORMANCE TO OUR POLICIES AND THE LAW. IF WE FIND YOUR PIECE OF ADVERTISEMENT AS INCONFORMANT, WE CAN ASK YOU TO FIX YOUR PIECE(S) OF ADVERTISEMENT UNTIL IT(THEY) IS(ARE) CONFORMANT WITH THE LAW. **WE RESERVE THE RIGHT TO UNILATERALLY REJECT YOU ACCESSING OUR SERVICES IF THEY ARE INCONFORMANT WITH THE LAW AND/OR OUR POLICIES.**

## Section 2: Enjoying Our Services

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

You will comply with all applicable law, regulation, **including, but not limited to an up to date Code of Standards for Advertising and Marketing Communications of Ireland** and third party rights (including without limitation laws regarding the patents, trademarks, applicable intellectual property regulations and local laws). You will not use our Advertisement Programme to encourage or promote illegal activity or violation of third party rights.

### b. Feedback

If you provide feedback or suggestions about Advertisement Programme, then we (and those we allow) may use such information without obligation to you.

## Section 3: Advertisement Subscription

### a. Subscription Plans and Fees

We place your advertisement based on subscription plans that **may** be offered to you upon your request. **Please note, that terms of respective subscription plan will deemed incorporated to the Terms once you purchase (by paying the bill or by other mutually agreed method) respective subscription plan.** Each subscription plan we offer to you contains:

- a) type(s) of pages, on which your advertisement will be located,
- b) the exact place(s) on a webpage where your advertisement will be displayed,
- c) the type of advertisement,
- d) the period during which your advertisement will be displayed,
- e) the subscription fee amount, and
- f) other conditions, if any.

Your subscription fee is paid for a certain period during which we will keep your advertisement on our website on a conditions, prescribed by subscription plan you have paid for. Further, we will call this period the “subscription period”. The length of your subscription period will depend on the corresponding subscription plan you choose and will begin once you pay the subscription fee in full.

### b. Cancellation

If you decide to cancel your subscription or otherwise refuse from our Services then you must notify us on your decision and we will remove your advertisement from our website.

To the extent permitted by the applicable law, subscription fees paid are non-refundable and we do not provide refunds or credits for any partial subscription periods.

### c. Permission on Mentioning

By purchasing advertisement subscription, you give us your permission on using the name of your company and your logotype on our website and in our promo materials, commercial proposals and other documents for the duration of your subscription period. Please, contact us if you want to withdraw such a consent.

### d. Special Warranty for Advertisement Subscription Purchasers

Blockchair warrants that **during your subscription period** the amount of time, when our website is unavailable (further referred to as the “Downtime”) will not exceed 3 hours a month. If the Downtime exceeds 3 hours a month, we, upon your request during the month aforementioned, will provide you with an extension of the subscription period as long as the Downtime. **FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION.**

## Section 4: Prohibitions and Confidentiality

### a. Advertisement Prohibitions

During your subscription period, you may not (or allow those acting on your behalf to):

1. Change the content of the web-page, that is accessible through a link that is advertised under your subscription plan, in a way that contradicts to the applicable and local law, including without limitations the intellectual property law.
2. Make users access the information that is inconformant with the laws of Ireland and local laws, dishonest, untruthful through your piece of advertisement.

### b. Confidential Matters

Our communications to you may contain Blockchair confidential information. Blockchair confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. **The conditions of your subscription plan constitute confidential information and are not subject for disclosure.** If you receive any such information, then you will not disclose it to any third party without Blockchair's prior written consent. Blockchair confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Blockchair confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

## **Section 5: Brand Features; Attribution**

### **a. Brand Features**

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Blockchair's Brand Features (including any goodwill associated therewith) will inure to the benefit of Blockchair.

### **b. Attribution**

Blockchair hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Blockchair's Brand Features for the purpose of promoting or advertising that you use Blockchair as advertisement platform. You must only use the Blockchair Brand Features in accordance with the Terms and for fulfilling your obligations under the Terms.

### **c. Publicity**

You will not make any statement regarding your use advertisement on Blockchair, which suggests partnership with, or endorsement by Blockchair without Blockchair's prior written approval.

## **Section 6: Termination**

### **a. Termination**

Blockchair reserves the right to terminate the Terms with you at any moment. In case we terminate the Terms during your subscription period, we will remove your piece of advertisement and upon your request provide you a refund of a proportional part of the cost of the subscription fee based on the full days outstanding until the end of the subscription period on the date of such termination. We reserve the right not to refund you in case you have violated the Terms during your subscription period.

### **b. Your Obligations Post-Termination**

Upon any termination of the Terms or end of your advertisement subscription period, you will immediately cease all use of the Blockchair Brand Features.

### **c. Surviving Provisions**

When the Terms end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 6, 7 and 8.

## **Section 7: Liability**

### **a. WARRANTIES**

NO CONDITIONS, WARRANTIES OR OTHER TERMS APPLY TO OUR ADVERTISEMENT PROGRAMME OR TO 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 DON'T MAKE ANY GUARANTEE IN CONNECTION WITH THE ADVERTISEMENT PROGRAMMES OR ADVERTISEMENT PROGRAMME RESULTS (INCLUDING WITHOUT LIMITATIONS CLICK-THROUGH-RATE, VIEWS RATE). TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO PROMISE TO INFORM CUSTOMER OF DEFECTS OR ERRORS.

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 OR (B) ANY ERRORS, OMISSIONS AND DELAYS IN DISPLAYING SUCH DATA, AS WELL AS ACTIONS TAKEN ON THEIR BASIS. BLOCKCHAIR IS NOT LIABLE FOR DAMAGES ARISING FROM THE USE OF THE DATA ACCESSED THROUGH YOUR PIECE OF ADVERTISEMENT PLACED ON OUR WEBSITE.

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. Indemnification**

Unless prohibited by applicable law, if you are a business, you will defend and indemnify Blockchair, and its directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising out of or related to Advertisement Programme, piece of advertisement being displayed, Services or any of your other breach of these Terms.

## d. 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 to, for example, reflect changes to the law. 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 notify us on your decision to cancel the advertisement subscription in accordance with Section 3b of these Terms. Absence of such a notification within 2 work days after the new version of Terms becomes effective constitutes your acceptance of the modified Terms.

We may change our subscription plans and the amount of subscription fee from time to time; however, any price changes or changes to your subscription plans will apply to subsequent subscription periods.

### 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 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. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. 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 AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS WILL BE LITIGATED EXCLUSIVELY IN THE DISTRICT OR THE CIRCUIT COURTS OF DUBLIN, IRELAND, AND YOU AND BLOCKCHAIR CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.