

TERMS OF SERVICE

Last updated and effective date: May 1, 2023

Please read these Terms of Service (this “Agreement” or these “Terms”) carefully. Your use or access of the Platform (as defined below) constitutes your consent to this Agreement. This Agreement is between you and ChainStats Inc. together with its Affiliates (as defined below) (“ChainStats”, “we”, “our” or “us”), operators of the on-chain analytics platform (“Platform”) and applies to your use of the Platform and use of the analytics services facilitated by the Platform (collectively, “Services”).

This Agreement hereby incorporates by this reference any additional terms and conditions with respect to the Platform or Services posted by ChainStats to the Platform or otherwise made available to you.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

General Agreement

By accessing or using the Platform and/or Services, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement as well as our privacy policy posted by ChainStats or otherwise made available to you (the “Privacy Policy”). You also represent that you have the legal authority to accept these Terms on behalf of yourself and any party you represent in connection with your use of the Platform and Services. If you are an individual accessing or using the Platform or Services on behalf of or for the benefit of, any corporation, partnership or other entity with which you are associated (“Organization”), then you are agreeing to this Agreement on behalf of yourself and such Organization and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the individual using the Platform or Services and to any such Organization.

We may, in our sole and absolute discretion, without liability to you or any third-party, refuse to let you use the Platform and/or the Services. Such actions may be taken as a result of a number of factors, including, without limitation, legal or regulatory requirements or demand, our discretion or your violation of the terms of this Agreement. We may also temporarily suspend your access to the Platform and/or Services due to any technical problems, within or outside of our control.

For purposes of this Agreement, “Affiliates” means our parents, subsidiaries, affiliates and service providers and each of their and our respective licensees, successors and assigns.

License

ChainStats grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable right and license to access and use the Platform and Services solely in strict compliance with the provisions of this Agreement and as permitted by the functionalities of the Platform and Services available to you.

Acceptable Use

In connection with your use of the Platform and Services, you will not:

- Restrict, discourage or inhibit any other person from legal use of the Platform or Services;
- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member through your use of the Platform or Services;

- Infringe upon our or any third-party's copyright, patent, trademark or other intellectual property rights;
- Remove any copyright, trademark or other proprietary rights notices from the Platform or Services;
- Repost, delete or alter any content or material that ChainStats makes available on the Platform or Services;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Platform or Services except as expressly authorized herein, without ChainStats' express prior written consent;
- Frame or mirror any portion of the Platform or Services or otherwise incorporate any portion of the Platform or Services into any product or service, without our express prior written consent;
- Systematically download and store content from the Platform or Services;
- Use the Platform and/or Services in an unauthorized manner, including collecting names, email addresses or other personal information of users by electronic or other means;
- Reverse engineer, decipher, decompile or disassemble any portion of the Platform or Services, unless such restriction is expressly prohibited by applicable law;
- Engage in any attack, hack, denial-of-service attack, interference of the Platform or exploit of any smart contract;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or detrimentally interfere with, intercept or expropriate any system, data or information;
- Post, transmit or otherwise make available through or in connection with the Platform or Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware, ransomware, malware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of or to monitor the use of, any hardware, software or equipment;
- Otherwise attempt to gain unauthorized access to or use of the Platform or Services, nodes or computer systems connected to the Platform or Services;
- Engage in any behavior which violates this Agreement or is otherwise deemed unacceptable by us in our sole discretion; or
- Use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather content on the Platform or Services (including Submissions) or reproduce or circumvent the navigational structure or presentation of the Platform or Services, without ChainStats' express prior written consent. Notwithstanding the foregoing and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Platform's root directory, ChainStats grants to the operators of public search engines permission to use spiders to copy materials from the Platform or Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. ChainStats reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

Purchases and Refunds of Tokens

All sales of tokens are final. ChainStats does not offer any refunds or reimbursements for any token purchases, transactions, or fees. You waive any right you may have to receive a refund under any applicable law and agree that you will not be entitled to a refund for any purchase or transaction related to tokens offered by ChainStats under any circumstances. Purchases of tokens may be made by using one or more digital currencies that ChainStats may decide to accept from time to time. ChainStats reserves the sole and absolute right to decide which cryptocurrencies to accept for token purchases. ChainStats is under no obligation to accept digital currencies.

After purchasing a token, you should take all necessary steps to promptly complete your transaction and transfer your token to your third-party wallet.

Pricing and Taxes

The current price for tokens will be listed on the Platform. Listed prices do not include all applicable minting and gas fees, excise taxes other applicable taxes.

Ownership and Control of Tokens

You own the tokens you acquire or purchase. When you purchase a token, you own it completely. Ownership of tokens are mediated entirely by the underlying blockchain. We will never seize, freeze or otherwise modify the ownership of any tokens unless it has not been lawfully and legitimately acquired or purchased. Except as required by a facially valid court order, instructed by you or except as provided herein, we will not sell, transfer, loan, hypothecate or otherwise alienate your tokens.

Title to your tokens will at all times remain with you and will not transfer to us under any circumstances. Your tokens are not the property of or will or may be loaned to, us. As the owner of your tokens, you will bear all risk of loss of the tokens. We do not represent or treat your tokens as belonging to us. We will have no liability for fluctuations in the value of tokens purchased, acquired or made available on the Platform.

Intellectual Property Rights for Tokens

Subject to your continued compliance with these Terms, ChainStats grants you a worldwide, royalty-free license to use, copy and display the purchased tokens, along with any extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use or (ii) as part of a third-party website, platform or application that permits the inclusion, involvement or participation of your token, provided that the website, platform and/or application cryptographically verifies each token owner's rights to display the token to ensure that only the actual owner can display the token and provided that the token is no longer visible once the owner of the token leaves the website, platform or application.

ChainStats reserves all rights not expressly granted to you in this section. Accordingly, nothing in this Agreement or on the Platform or through the Services will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Platform or any ChainStats intellectual property located or displayed on or within the Platform or Services.

Wallets

You acknowledge and agree that (i) we have no control over any wallet that you may use in connection with your use of the Platform, (ii) all wallets are provided by third-parties, (iii) we have no right or ability to control third-parties who provide wallets used in connection with the Platform, (iv) any dispute between you and any third-party wallet provider is between you and that third-party, and (v) we are not liable for any issues or losses caused by use of any third-party wallets.

Security of Wallets and Devices

You are responsible for maintaining the confidentiality and security of the device(s) that you use to access the Platform. You are also responsible for maintaining the security of your wallet(s) and for ensuring that no unauthorized person has access to your wallet(s), any private keys or any device that you utilize in connection with the Platform. We will not be liable for any loss or damage arising from your failure to protect your device(s) or your wallet(s).

It is your sole responsibility to provide accurate information to us. You are solely responsible for ensuring the accuracy and completeness of all information and materials that you provide to use in connection with your use of the Platform.

Wallet Transfers

You should confirm all information before you make any transfers to any wallet. ChainStats will bear no liability or responsibility if you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo or send your tokens to an incompatible or someone else's wallet. We do not guarantee the identity or value received by a recipient of an outbound transfer of tokens from the Platform to any wallets.

Risk Disclosures

Token prices are highly volatile and purchasing and trading tokens is risky. In addition, factors beyond our control may affect market liquidity for a particular token, such as regulatory activity, market manipulation, or unexplainable price volatility. By purchasing a token, you accept the risk of purchasing and trading tokens. In entering into any transaction, you represent that you have been, are, and will be solely responsible for making your own independent appraisal into the risks of the transaction and the underlying token.

Our offering of a token does not indicate approval or disapproval of the token's merits as an investment or a technology. We give no warranty as to the suitability of the token traded under these Terms and assume no fiduciary duty in our relations with you. You must conduct your own due diligence when determining whether to buy or sell a particular token. If you choose wisely, we will not share in any portion of your gains. Likewise, if you choose poorly, we will not bear any portion of your losses.

We make no promises as to liquidity or value of any tokens that we offer on the Platform.

Reservation of Rights

ChainStats reserves the right to bar any use the Platform or Services, for or with, any user with or without cause, at any time, subject to any limitations imposed by applicable law. In lieu of refusing access to the Platform and/or Services, ChainStats may, in its sole and absolute discretion, perform due diligence. You may be subject to due diligence procedures in your use of the Platform and/or Services. If you decline to provide requested information or otherwise do not reply timely or substantively with the documentation or data requested, ChainStats has the absolute discretion to immediately suspend or terminate your use of the Platform and Services.

Reliance on Information Posted

We do not warrant the accuracy, completeness or usefulness of any information posted on the Platform. Any reliance you place on any information posted on the Platform is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Platform or by anyone who may be informed of any of its contents.

Third-Party Services

ChainStats may contract with third-parties, including those providing research analysis or other information related to the Platform and Services to provide certain data, information, insights, analysis and articles that are made available through the Platform and Services and may also provide links to third-party websites (or other online properties that are not owned or controlled by ChainStats) or services that are not under the control of ChainStats (collectively, "Third-Party Services"). In addition to these Terms, you may be bound by any additional terms required by providers of Third-Party Services. ChainStats makes no representations about and accept no liability for, any Third-Party Services. ChainStats is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements contained in Third-Party Services, the services offered thereby or for their privacy and security policies

and procedures. You acknowledge and agree that your use of any Third-Party Services is solely on a voluntary basis and that we have no liability whatsoever with respect to such Third-Party Services.

Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to the Services, information, software, text, displays, images, video and audio and the design, selection and arrangement thereof, are owned by ChainStats, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

ChainStats' name and all related names, logos, product and service names, designs and slogans ("ChainStats branding") are trademarks of ChainStats and our Affiliates. You may not use any ChainStats branding without the prior written permission of ChainStats. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

Indemnification and Release

ChainStats and its Affiliates and each of their respective officers, directors, agents, joint venturers, employees or representatives (collectively, the "Released Parties"), are not liable for any damages that may arise out of or in connection with your use of the Platform and/or Services. This includes, but is not limited to, claims, applications, injuries, delays, direct loss, loss of investments, business or profits, business interruption costs, loss of goodwill or business profits, loss of digital currency or tokens, damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential or incidental damages. In addition, the Released Parties are not liable for any losses incurred, either directly or indirectly through your use of the Platform or Services (collectively, all of the foregoing items shall be referred to herein as "losses"). The Released Parties are hereby released by you from liability for any and all losses. These limitations of liability apply whether the liability or losses are based on negligence, contract, tort or any other basis, even if the Released Parties had been advised or should have known of the possibility of such losses.

You agree to indemnify and hold the Released Parties harmless from any claim or losses (including attorneys' fees and any losses, fines, fees or penalties imposed by any regulatory authority) arising out of your breach of this Agreement or your violation of any law or regulation.

If you have a dispute with one or more users, nodes or other third-parties, you release the Released Parties from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CHAINSTATS, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, ATTORNEYS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE, THE PLATFORM, THE SERVICES, ANY WEBSITES LINKED TO THE PLATFORM OR SERVICES, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, VIOLATION OF PRIVACY RIGHTS, LOSS OF REVENUE, LOSS OF DIGITAL CURRENCY OR TOKENS, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE

TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD OR INTENTIONAL MISREPRESENTATION.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE PLATFORM, SERVICES AND ANY CONTENT IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER CHAINSTATS NOR ITS AFFILIATES MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE PLATFORM OR SERVICES. THE PLATFORM AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CHAINSTATS NOR ITS AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM OR SERVICES. WITHOUT LIMITING THE FOREGOING, CHAINSTATS AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM, SERVICES OR THE SERVERS OR NODES THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE PLATFORM OR SERVICES AND CHAINSTATS MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. CHAINSTATS PROVIDES NO GUARANTEES AGAINST THE POSSIBILITY OF DELETION. CHAINSTATS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE PLATFORM OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CHAINSTATS AND ITS AFFILIATES ALSO DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Some states or jurisdictions do not allow the disclaimer of implied warranties. In these instances, such disclaimers in this such do not apply to you.

We do not guarantee continuous, uninterrupted or secure access to any part of the Platform or Services. The operation of our Platform and Services may be interfered with by numerous factors outside of our control, including regulatory reasons and issues with the Platform or Services. We will make reasonable efforts to ensure that transactions are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete transactions.

Representations and Warranties

You represent and warrant to ChainStats each time you use the Platform and/or Services as follows:

- That, if you are an individual user of the Platform or Services, you are 18 years of age or older;

- That, if you are using the Platform or Services on behalf of a legal entity (i) such legal entity is duly organized and validly existing under applicable law of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf;
- That you are not prohibited by applicable law from using the Platform and Services;
- That you acknowledge and agree that any wallet you use in connection with the Platform or Services, other than a wallet provided by ChainStats to enable interaction with the Platform or Services, is wholly controlled and owned by you and that ChainStats does not have any right, title or interest to the wallet, except as otherwise set forth herein; and
- That you will accurately and promptly inform ChainStats if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

You acknowledge and agree that you have had the opportunity to consult legal counsel in connection with this Agreement even if you chose not to do so. You further acknowledge and agree that this Agreement will not be construed against ChainStats as drafter.

Data Privacy

You acknowledge that ChainStats may process personal information in relation to you (if you are an individual) and personal information that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement or use of the Platform or Services. You represent and warrant that any personal information relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws and that data is accurate at the time of disclosure. You further represent and warrant that before providing any such personal information to us, you have read and understood our Privacy Policy and, in the case of personal information relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy, to that individual.

By accessing or using our Platform and Services, you consent to the processing, transfer and storage of information about you in and to the United States, European Union, United Kingdom and other countries, where you may not have the same rights and protections as you do under local law.

All information we collect on the Platform and Services is subject to our Privacy Policy. By using the Platform and/or Services, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy. Binding terms related to our Privacy Policy are available here.

Please note that it is our policy to comply with all facially valid subpoenas, court orders or binding orders issued to us by law enforcement agencies and other government authorities. This may affect your access to your account and our Services. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with applicable law, the guidance or direction of any regulatory authority or government authority or any writ of attachment, lien, levy, subpoena, warrant or other legal order.

Feedback

If you choose to provide ChainStats with input, evaluations, comments and/or suggestions (collectively, “Feedback”) regarding the Platform and/or Services, you acknowledge and agree that any Feedback provided to ChainStats by you hereunder shall be deemed to be property of ChainStats. You hereby assign all right, title and interest in and to such Feedback to ChainStats and acknowledges that ChainStats will be entitled to, without limitation, implement and exploit any such Feedback in any manner without any restriction, credit, attribution, fees or obligation. Notwithstanding the foregoing, you acknowledge that ChainStats is not obligated to act on any such Feedback.

Dispute Resolution

Before filing a claim against ChainStats, you agree to try to resolve the dispute informally by sending us notice at _____ with your name, a description of the dispute and the relief you seek. If we are unable to resolve a dispute within 60 days, you may bring a formal arbitration proceeding. Any statute of limitations will be tolled during the 60-day resolution process.

Governing Law and Venue

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflict of laws principles thereof. Except as provided in the “Dispute Resolution” section, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of San Francisco, California.

Arbitration

You agree to arbitrate any dispute arising from these Terms or your use of the Platform and Services. Arbitration prevents you from suing in court, litigating through a class action lawsuit or from having a jury trial.

In addition, you agree:

- To make reasonable attempts for resolution of any disputes or issues prior to any demand for arbitration as outlined in the “Dispute Resolution” section;
- That any arbitration will be conducted confidentially by a single arbitrator, selected by the American Arbitration Association;
- That selection of the arbitrator shall be made in accordance with the Rules of the American Arbitration Association, and the arbitrator’s decision shall be final and binding in all respects;
- That arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with the Rules of the American Arbitration Association;
- That the arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim;
- That the arbitrator has the authority to grant any remedy that would otherwise be available in court;
- That the arbitrator shall decide what is subject to arbitration, unless prohibited by law;
- That the parties shall split the costs and expenses of any arbitration and bear their own legal costs and expenses; and
- That the state and federal courts in San Francisco, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration and agree not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper.

Class Action and Private Attorney-General Action Waiver

Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated or representative proceeding.

BY USING THIS SITE AND AGREEING TO THESE TERMS, YOU HEREBY WILLINGLY, EXPRESSLY AND KNOWINGLY WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT, CLASS ARBITRATION OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PLATFORM. YOU MAY NOT BRING ANY CLAIM, SUIT OR OTHER PROCEEDING TO ENFORCE THESE TERMS AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Termination

These Terms are effective until terminated by us. ChainStats, in its sole discretion, has the right to terminate your access to the Platform or Services or any part thereof, immediately at any time. We reserve the right, in our sole and absolute discretion, to restrict, suspend or terminate your access to all or any part of the Platform or Service or to terminate this Agreement at any time without prior notice or liability if you breach any provision of this Agreement or violate the rights of any third-party on or through the Platform. We reserve the right to change, suspend or discontinue all or any part of the Platform at any time without prior notice or liability.

ChainStats is not liable to you or any third-party for termination of your access to the Platform or Services or any part thereof. If you object to any of the requirements, statements or obligations of these Terms or any subsequent modifications thereto or become dissatisfied with the Platform or Services in any way, your only recourse is to immediately discontinue use of the Platform and/or Services. Upon termination of these Terms, you will cease all use of the Platform and Services.

Equitable Remedies

You acknowledge that if you violate or breach these Terms, it may cause irreparable harm to ChainStats and its affiliates and ChainStats shall have the right to seek injunctive relief against you in addition to any other legal remedies.

Relationship of the Parties

Nothing contained in these Terms shall create or imply an agency relationship between you and ChainStats, nor shall these Terms be deemed to constitute a joint venture or partnership between you and ChainStats. You acknowledge and agree that you have no authority to make commitments or enter into contracts on behalf of, bind or otherwise oblige ChainStats.

Force Majeure

We shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, war, earthquake, fire, flood or other acts of God, labor conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where we are bound by other legal obligations.

Third-Party Disputes

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY, INCLUDING, BUT NOT LIMITED TO, OTHER USERS, IN CONNECTION WITH YOUR USE OF THE PLATFORM OR SERVICES IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE CHAINSTATS AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (DIRECT, INDIRECT AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

Assignments

This Agreement will inure to the benefit of our successors and assigns. ChainStats may assign this Agreement, including all its rights hereunder, without restriction. You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported

assignment and delegation shall be null and void.

Amendments

We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Agreement on the Platform or by any other reasonable means. You can review the most current version of this Agreement at any time. This Agreement in effect at the time of your use of the Platform apply. Updated versions of the Agreement are binding on you with respect to your use of the Platform on or after the date indicated in the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Platform. Your continued use of the Platform after the date of the updated Agreement will constitute your acceptance of the updated Agreement.

Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to ChainStats' intentions as reflected in such provision and the other provisions of these Terms remain in full force and effect.

Survival

The respective indemnities, representations, warranties and agreements of the parties hereto or made by or on behalf of the parties hereto pursuant to this Agreement will survive the termination of this Agreement indefinitely and will remain in full force and effect and all defined terms used therein will survive the termination of this Agreement indefinitely.

Waiver and Conflict

No waiver of by ChainStats of any term or condition set out in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of ChainStats to assert a right or provision under these Terms will not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Third-Party Rights

This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and us and any affiliates which each shall be a third-party beneficiary of this Agreement and no other person shall assert any rights as a third-party beneficiary hereunder.

Entire Agreement

This Agreement and the Privacy Policy constitute the sole and entire agreement between you and ChainStats with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform. This Agreement does not and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and ChainStats.

Questions & Comments

If you have any questions or comments about these Terms, please contact us at _____.