
TERMS OF USE

These Terms of Use govern your access to and use of our website or “platform,” mobile applications, and any other online services (collectively, the “Services”) provided by BlocSide or its legal affiliates (“BlocSide”, “we”, “our” or “us”), including any content, functionality, features and applications offered on or through the Services to you as a guest or registered user.

Please read these Terms of Use carefully before you start to use our Services. By using the Services, you agree to be bound and abide by these Terms of Use and our Privacy Policy. If you do not agree to these Terms of Use and our Privacy Policy, or if you violate them in any way, your right to access or use the Services is terminated.

Please see our Privacy Policy, located at <https://blocside.io/assets/privacypolicy.pdf> (“Privacy Policy”), for information and disclosures relating to the collection and use of your Personal Information, as defined therein, and any other data in connection with your use of the Services. The Privacy Policy is incorporated by reference into these Terms.

Please see Sections 13 through 15 below regarding restrictions on your legal rights in any dispute involving our Services, Terms of Use or Privacy Policy.

You understand that we may revise and update these Terms of Use from time to time in our sole discretion. Where appropriate, we may seek to provide advance notice before updated Terms become effective. You agree that we may notify you of the updated Terms by posting them on the Services (such as on our website), and that your use of the Services after the effective date of the updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the updated Terms. It is your responsibility to check the Terms of Use posted on the Services periodically so that you are aware of any changes, as they are binding on you.

By using the Services, you represent and warrant that you are of legal age to form a binding contract with BlocSide and meet all of the eligibility requirements in these terms.

1. PROHIBITED USES

You agree not to use or access any of the Services:

- In any way that violates any applicable federal, state, local, or international law, rule, or regulation (including, without limitation, any intellectual property laws or laws regarding the export of data or software to and from the US or other countries).
- To post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming or intimidating people or entities.

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- Attempting to deceive or exploit anyone in any way, such as by exposing them to inappropriate content, asking for personally identifiable information, including, without limitation, your or any other person's social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
 - To create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letters," "spam" or any other similar solicitation.
 - To impersonate, attempt to impersonate, or falsely imply that you are associated with BlocSide, a BlocSide employee, BlocSide's URL or domain name, another user, or any other person or entity (including, without limitation, by using email addresses, screen names, pictures, icons, avatars or usernames associated with any of the foregoing).
 - Use the Services in any manner that could disable, alter, overburden, damage, or impair them or engage in any other conduct that restricts or interferes with any other party's use, which, as determined by us, may harm BlocSide or users of the Services and expose them to liability, including but not limited to by transmitting any worms, viruses, spyware, malware or any other code of a destructive, malicious, intrusive, or disruptive nature.
 - To circumvent or disable any content protection system or digital rights management technology used with any Service; decompile, reverse engineer, disassemble or otherwise reduce any Services to a human-readable form; remove identification, or other proprietary notices; or access or use any Services in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands.
 - To create accounts or access data (including user information) through unauthorized means, by using an automated device, caching, script, bot, spider, crawler or scraper.

2. YOUR RESPONSIBILITIES

- You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, BlocSide prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to BlocSide upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- You are responsible for keeping your password secret and secure.
- You are solely responsible for your interaction with other users of the Services, whether online or offline. You agree that BlocSide is not responsible or liable for the conduct of any user. BlocSide reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Content or any personal or other information.

3. USER CONTRIBUTIONS

- The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “Interactive Services”) that allow users to transfer digital tokens, and post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, “User Contributions”) on or through the Services.
- You represent and warrant that:
 - All of your User Contributions do and will comply with these Terms of Use and the BlocSide Privacy Policy.
 - You own or control all rights to the User Contributions posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms of Use.
 - You will pay for all royalties, fees, and any other monies owed by reason of User Contributions you post on or through the Services.
 - You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not BlocSide, have full responsibility for such materials, including its legality, reliability, accuracy, and appropriateness.
 - We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.
- You hereby grant BlocSide a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties the User Contributions that you post through the Services or otherwise provide to BlocSide, subject to our Privacy Policy.
- User Contributions will be considered non-confidential and non-proprietary. Furthermore, the Internet may be subject to breaches of security and the submission of User Contributions or other information may not be secure.
- It is in BlocSide’s sole discretion to share, reproduce, publish, or post through the Services any User Contributions submitted by you or on your behalf.
- BlocSide does not accept unsolicited materials or ideas and takes no responsibility for any materials or ideas so transmitted. If you choose to send us content, information, ideas, suggestions, or other materials, you agree that BlocSide is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.
- BlocSide is not a backup service and you agree that you will not rely on the Services for the purposes of storing User Contributions. BlocSide will not be liable to you or third-party

beneficiaries for any modification, suspension, or discontinuation of the Services, or the loss of any User Contributions.

4. INTELLECTUAL PROPERTY RIGHTS

- We grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Services for lawful purposes in accordance with this Terms of Use and our Privacy Policy.
- The Services contain content owned or licensed by BlocSide, including name, logo, text, images, audio/visual works, icons and scripts (“BlocSide Content”). BlocSide Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and BlocSide, BlocSide owns and retains all rights in BlocSide Content and the Services.
- You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying BlocSide Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit BlocSide Content without the prior written permission of BlocSide.

5. PURCHASE AND USE OF MVP TOKEN

BlocSide Services may incorporate the use of MVP token (the “Token”). These cryptographic tokens may be purchased from BlocSide or a third-party seller and transferred to other persons using the Services.

Persons that use the Services in connection with the Tokens acknowledge that:

- The Token is not intended to constitute a security in any jurisdiction. Ownership of the Token does not entitle the owner to any ownership or rights with respect to BlocSide, including distributions or voting rights.
- Individuals, businesses, and other organizations should carefully weigh the risks, costs and benefits of acquiring the Token before doing so. If you are not in the position to accept or understand the risks associated with purchasing the Token, you should not acquire the Token.
- You are not eligible, and you shall not purchase the Token if you are a citizen or resident (tax or otherwise) of any country, state, or territory where the purchase of the Token or similar crypto tokens may be prohibited. By purchasing the Token, you represent and warrant that you are legally permitted to purchase the Token and assume the responsibility for complying with your applicable laws and regulations.

Purchasing and using the Token in conjunction with BlocSide Services carries significant risk. As a user of the Services, you acknowledge the following risks:

- There is no assurance that at any time in the future the Token (i) may be exchanged for goods or services, (ii) may have any known uses outside the Services, or (iii) may be traded on any known exchange.

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- User's Tokens will be stored in a wallet, which can be accessed with a password selected by the user. If a user does not maintain an accurate record of his or her password, this may lead to the loss of Tokens. If a user's password protection is weak and it is cracked, stolen or otherwise obtained by a third party, this may also lead to the loss of Tokens. As a result, users must safely store the passwords in one or more backup locations that are well separated from the primary location. BlocSide is not responsible for any Token purchaser's loss of password or other credentials.
 - As with other crypto tokens, the value of the Token may fluctuate significantly and become reduced in value for any number of reasons, including but not limited to, supply and demand, overall crypto token market conditions, political and geographical reasons, changes to laws and/or regulations in any jurisdiction, and technical reasons.
 - The ownership of Tokens may fall under existing and/or new and unprecedented taxation laws. You are responsible for the payment of any taxes or fees, now existing or applicable in the future, that may be incurred as a result of your ownership of Tokens.
 - The Tokens exist on the Ethereum blockchain. As such, any malfunction or unexpected functioning of the Ethereum blockchain may impact the purchaser's ability to transfer or securely hold the Tokens. Such impact could adversely affect the value of the Tokens.
 - Many crypto tokens fluctuate in value in tandem with the market price of bitcoin and other tokens. It is possible that the Tokens will be affected by events that cause bitcoin or other tokens to increase or decrease in value.
 - Regulators continue to provide guidance with respect to ambiguities in existing laws and regulations in the context of crypto tokens. Lawmakers and regulators are also considering and may approve new laws and regulations that govern the offering of crypto tokens. It is possible that a government or regulatory agency will pursue BlocSide and require it to suspend or cease its Services in light of a new interpretation of existing laws or regulations or the passage of new laws or regulations.
 - Crypto tokens are a new and untested technology. In addition to the risks set forth herein, there are risks that BlocSide cannot anticipate. Risks may further materialize as unanticipated combinations or variations of the risks set forth above.

BlocSide and its officers and employees thereof shall not be liable for your loss of any Tokens after it is transferred to you by any reason including but not limited to your failure to maintain or backup an accurate record of your password or password cracking by somebody due to your poor maintenance of your password.

Regulatory authorities are carefully scrutinizing businesses and operations associated with crypto tokens throughout the world. In that respect, regulatory measures, investigations, or actions may impact BlocSide Services. Any person undertaking to acquire Tokens must be aware that BlocSide Services may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any applicable jurisdictions. In such case, purchasers and any person undertaking to

acquire Tokens acknowledge and understand that neither BlocSide nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

Acquiring Tokens shall not grant any right or influence over BlocSide's organization and governance to the purchasers.

No charge is made for your general use of the Services unless you choose to purchase Tokens. To purchase Tokens, you must follow all applicable registration and/or purchase instructions available via designated links on the website and fill in any required information. Such information may consist of Personal Information such as your name, e-mail address, physical address, phone numbers, and credit card, debit card, or other financial information required to complete a purchase. You agree to: (a) provide true, accurate, current and complete information about you as may be prompted by any registration forms and (b) maintain and promptly update such registration information, and any other information you provide to us, and to keep it accurate, current and complete. BlocSide will not be responsible for any loss or damage that may result if you fail to comply with any registration or payment requirements.

By subscribing to, or accessing, the Services, you are representing to us that you are authorized to use the credit card or other form of payment you submit (if any). We may, in our discretion, use third parties to facilitate payment transactions and you should review such third-party terms and conditions before entering into any transaction. We are not liable or responsible for such third-party transactions.

BlocSide is not responsible for and will not provide refunds for the value of Tokens purchased in the event your financial position is impaired as a result of purchasing Tokens or if the value of the Tokens fluctuates in a manner consistent with the inherent risks associated with purchasing Tokens or any other event. Like all purchases, the purchase of Tokens involves a level of risk that you agree to fully and completely assume, including, but not limited to, the risk that (i) the technology associated with the Tokens will not function as intended; (ii) a Token sale will not be completed as anticipated; (iii) the Tokens will fail to attract sufficient interest; and (iv) BlocSide and/or the Tokens may be subject to investigation and punitive actions from governmental authorities.

Tokens may be purchased and sold on third party platforms unaffiliated with BlocSide and you should review such third-party platform terms and conditions before entering into any transaction. We do not guarantee the availability of any third-party platform or any other method of purchase or sale of the Token. We are not liable or responsible for any third-party Token transactions or the availability or unavailability of third party token platforms.

6. MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Modify or terminate the Services for any reason, without notice, at any time, and without liability to you.
- Refuse, terminate, or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

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- Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
 - Force forfeiture of any username for any reason.
 - We may, but have no obligation to, remove, edit, block, and/or monitor content, User Contributions, or accounts containing materials that we determine in our sole discretion violates these Terms of Use.

7. LINKING TO THE SERVICES

- You may link to our website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.
- The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You acknowledge that BlocSide is in no way associated with any social media network or third-party website, unless stated otherwise, and that your linking to such websites and social media networks is at your own risk.
- You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms of Use.
- We may disable any social media features and any links at any time without notice in our sole discretion.

8. LINKS ON OUR SERVICES

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to our Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Your participation, correspondence, or business dealings with any third party found on or accessed through the Services, including without limitation with respect to any payment for or delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

9. SERVICES CONTENT

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- We may update the content in our Services from time to time, but it will not necessarily be complete or up-to-date. Any of the material in the Services may be out of date at any given time, and we are under no obligation to update such material.
 - The Services may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that BlocSide may place such advertising and promotions through the Services or on, about, or in conjunction with your User Contributions. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
 - You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such. You agree that your interaction with any paid services, sponsored content or commercial communications is at your own risk.
 - Although it is BlocSide's intention for the Services to be available as much as possible, there will be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
 - BlocSide reserves the right to remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by BlocSide, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order.

10. REPORTING COPYRIGHT INFRINGEMENT AND OTHER VIOLATIONS

BlocSide respects the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights. To report any issues or allegations of infringement, please contact BlocSide at info@blocside.io or by mail at: BlocSide Sports Limited, Suite 3, Level 5, Berkley Square House, Berkley Square, London, W1J6BY, United Kingdom.

11. GEOGRAPHIC RESTRICTIONS

BlocSide is based in the United Kingdom and provides its Services for use to persons located in the United States and European Union. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States or European Union. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States or European Union, you do so on your own initiative and are responsible for compliance with local laws.

12. PROMOTIONS

BlocSide may, from time to time, offer Tokens through promotional means, such as in a sweepstakes. Promotional offers will be governed by their own set of terms and conditions and it is your responsibility to abide by such terms and conditions, however, in the event there is a conflict between any

promotion's terms and conditions and BlocSide's Terms of Use or Privacy Policy, the Terms of Use and/or Privacy Policy shall control.

NO PURCHASE SHALL BE NECESSARY TO PARTICIPATE IN ANY PROMOTIONAL OFFER.

- **Offers.** BlocSide reserves the right, in its sole discretion, to cancel or modify any promotional offer if fraud or other failure destroys the integrity of the offer. In addition, BlocSide reserves the right, in its sole discretion, to extend or modify the time period during which a promotional offer is available. BlocSide does not assume any responsibility for incorrect or inaccurate capture of registration information, technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect, or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Registration materials that have been tampered with or altered are void. If, in BlocSide's opinion, any offer is compromised or becomes technically corrupted in any way, electronically or otherwise, BlocSide reserves the right to cancel, terminate, or suspend the offer.
- **Restrictions.** No substitution, transfer or cash equivalent for Tokens received through any promotional offer, except that BlocSide may, at its sole discretion, substitute items or cash of comparable value as applicable. All expenses and costs associated with the acceptance or use of the Tokens that are not expressly specified herein are your sole responsibility. All federal, state and local taxes are your sole responsibility.
- **Release From Liability For Promotions.** By accepting the Tokens received through any promotional offer, you agree to hold harmless BlocSide, its parents, affiliates, subsidiaries, officers, directors, shareholders, agents, employees and all other associates ("Released Parties") from and against any and all claims and liability arising out of your acceptance, transfer or use of the Tokens or acceptance of any BlocSide offer. You assume all liability for any injury or damage caused or claimed to be caused by accepting a BlocSide promotional offer or use, transfer or redemption of the Tokens. Information collected during registration will be used in accordance with BlocSide's Privacy Policy, Terms of Use and statements made in promotional offer materials.
- **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF A BLOCSIDE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
- **Disputes.** You agree to abide and be bound by the dispute resolution requirements as set forth in these Terms of Use and/or BlocSide's Privacy Policy.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible

for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

Violation of these Terms of Use may, in BlocSide's sole discretion, result in termination of your account. You understand and agree that BlocSide cannot and will not be responsible for the content posted on the Services and you use the Services at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for BlocSide, we can stop providing all or part of the Services to you.

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, BLOCSIDE OFFERS THE SERVICES "AS-IS" AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

BLOCSIDE DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT BLOCSIDE'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES.

BLOCSIDE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

YOUR USE OF THE SERVICES AND ITS CONTENT IS AT YOUR OWN RISK. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL BLOCSIDE, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS ("THE BLOCSIDE PARTIES") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE BLOCSIDE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BLOCSIDE DOES NOT ENDORSE, APPROVE OR VERIFY ANY POSTED CONTENT ON THE SERVICES AND THE BLOCSIDE PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE SERVICES, FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE SERVICES OR RELATING TO THE SERVICES.

FOR NEW JERSEY RESIDENTS: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or

intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

14. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BLOCSIDE PARTIES FROM AND AGAINST ANY AND ALL LOSS, EXPENSES, DAMAGES, AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, RESULTING, WHETHER DIRECTLY OR INDIRECTLY, FROM YOUR VIOLATION OF THESE TERMS OF USE. YOU ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS THE BLOCSIDE PARTIES FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE SERVICES AND THE CONTENT YOU MAKE AVAILABLE VIA THE SERVICES BY ANY MEANS, INCLUDING WITHOUT LIMITATION THROUGH A POSTING, A LINK, REFERENCE TO CONTENT, OR OTHERWISE.

15. GOVERNING LAW AND JURISDICTION

At BlocSide's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying United Kingdom law.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND BLOCSIDE 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 ACTION. Unless both you and BlocSide agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

16. WAIVER AND SEVERABILITY

No waiver by BlocSide of any term or condition set out in these Terms of Use shall 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 BlocSide to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

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

17. ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and BlocSide regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

18. Your Comments and Concerns

Please direct questions or concerns regarding these Terms of Use or the Services to BlocSide at info@blocside.io or by mail at: BlocSide Sports Limited, Suite 3, Level 5, Berkley Square House, Berkley Square, London, W1J6BY, United Kingdom.

The effective date of these Terms of Use is March 29, 2018.