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THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY, SINCE IT AFFECTS YOUR RIGHTS. BY USING THE CHAINABUSE WEBSITE, YOU UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.

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Privacy Policy

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Disclaimer of Warranties

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Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, INCOME OR PROFITS, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF, OR ANY WAY RELATED TO THESE TERMS, YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO USE OR ACCESS, THE CHAINABUSE SERVICES OR CHAINABUSE WEBSITE, OR THE MANNER IN WHICH YOU USE INFORMATION OR DATA YOU RECEIVE FROM THE CHAINABUSE SERVICES OR CHAINABUSE WEBSITE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

Indemnification

You agree to indemnify and hold TRM Labs and its directors, officers, employees, service providers, licensors, sponsors, suppliers and agents (“Indemnified Parties”) harmless against all liabilities, losses, damages, claims, expenses and costs (including reasonable attorneys’ fees) that any of the Indemnified Parties may incur arising out of or related to your use of (or linking to) the ChainAbuse Website or ChainAbuse Services or Third-Party Sites in violation of these Terms, your violation of applicable laws, rules or regulations, or your violation of any third party’s intellectual property rights or other proprietary rights. We reserve the right to assume the exclusive defense and control of the defense or settlement of any such claims for which we are entitled to indemnification. You agree to provide us with all cooperation we reasonably request.

Your Warranties

You agree that you are responsible for your own conduct while accessing or using the ChainAbuse Website and ChainAbuse Services, and for any consequences thereof. You agree to use the ChainAbuse Website and ChainAbuse Services only for purposes that are legal, proper and in accordance with these Terms and any applicable laws, rules or regulations. You represent and warrant that your use of the ChainAbuse Website and ChainAbuse Services will not, in any manner, involve posting or otherwise making available any content: (i) that contains hate-related or violent, defamatory, ethnically or racially offensive material, or is otherwise harmful, obscene, offensive, sexually explicit or vulgar; (ii) that contains any material that violates or encourages conduct that would violate any applicable laws, rules or regulations, or third-party rights; or (iii) that abuses, harasses, or threatens another user of the ChainAbuse Website or ChainAbuse Services or any of our directors, officers, or employees.

Release

To the maximum extent permitted by applicable law, you hereby release and waive all claims against TRM Labs and its Affiliates, licensors, and suppliers, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys’ fees) of every kind and nature, arising out of or in any way connected with your use of the ChainAbuse Website or ChainAbuse Services.

Disputes; Governing Law; Choice Of Forum

To the extent that you do have any claims against TRM Labs, you agree that: (i) any and all disputes, claims and causes of action against TRM Labs arising out of or connected with your use of the ChainAbuse Services shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein. The number of arbitrators shall be one who shall be selected by TRM Labs. The seat, or legal place, of arbitration shall be San Francisco, California. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive laws of the State of California, applicable to contracts made, executed and wholly performed in that State. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the parties. The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and TRM Labs shall be responsible for their respective attorneys' fees and expenses.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the ChainAbuse Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

You have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You expressly, knowingly and intentionally waive

any and all rights, benefits and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

Miscellaneous

If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

No waiver by TRM Labs of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by TRM Labs must be in writing signed by TRM Labs.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of TRM Labs. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.

In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the ChainAbuse Website or ChainAbuse Services.

Contact Information

Please feel free to contact us with any questions.

Email: hello@chainabuse.com

These Terms were last updated on 2/24/222.