Terms of Service

Any usage of the software products and services of Block Labs S.a r.l. is conditional upon you having acknowledged and accepted the following terms of service:

1. Definitions

For the purposes of this document, the below terms will have the following meaning:

"Company" or "we" means Block Labs S.a r.l. is a legal entity established under the laws of the Grand Duchy of Luxembourg, registered with R.C.S. Luxembourg under B263508 at the following address: 41, rue du Puits Romain, z.a. Bourmicht (Atrium Business Park), L-8070 Bertrange, Luxembourg;

"EUPL-1.2" means the European Union Public Licence version 1.2 or later that is published on the following website: https://joinup.ec.europa.eu/collection/eupl/eupl-text-eupl-12

"L1" means a distributed ledger managed by a peer-to-peer computer network that is interoperable with the Software;

Policies means any of the following internal policies introduced and/or modified by the Company from time to time and incorporated hereto by reference: AML/CTF Policy, Data Retention & Protection Policy, Information Security Incidents Procedure, and Personal Data Breach Notification Procedure;

"Software" means any of the following software solutions made available to you by the Company under the EUPL - 1.2 or later:

FOURdx & FOURim	https://github.com/4thtech/smart-contracts
SDK	https://github.com/4thtech/sdk-js
White label dMail & dChat UI client	https://github.com/4thtech/white-label-client
Encryptor extension	https://github.com/4thtech/encryptor-extension
FOURwaL extension	https://github.com/4thtech/four-wal

"Terms" means these terms and conditions of rendering the services by the Company, including the documents incorporated by reference hereto;

"Tokens" means native utility tokens of L1s that are used to pay transaction costs in the respective L1 network;

"You" means the user of the Software;

"Website" means any of the following websites of the Company: https://4thtech.io, https://blocklabs.technology

2. Services

2.1. The scope of the Company's services is exclusively limited to granting you access to the Software that enables an exchange of data files and messages between you and other users. The Company is neither engaged in nor licensed to render any of the crypto-asset services under the laws of any jurisdiction in the world, such as:

(a) the custody and administration of crypto-assets on behalf of third parties;
(b) the operation of a trading platform for crypto-assets;
(c) the exchange of crypto-assets for fiat currency that is legal tender;
(d) the exchange of crypto-assets for other crypto-assets;
(e) the execution of orders for crypto-assets on behalf of third parties;
(f) placing of crypto-assets;
(g) the reception and transmission of orders for crypto-assets on behalf of third parties
(h) providing advice on crypto-assets.

2.2. The Software is granted to you under EUPL-1.2 or later.

2.3. You may not use the Software in violation of the Policies, applicable laws and for other illicit purposes.

3. L1s

You will have a choice between several third-party L1s for recording and processing your data exchange transactions that are interoperable with the Software. We give you no guarantee, advice or assurance as to the quality of such L1s, their security and fitness to your specific needs. Furthermore, we take no responsibility for any damage or loss you may incur as a result technology failures, security and data breach incidents attributable directly or indirectly to the L1s. It is your own responsibility to assess business, financial, legal, tax, cybersecurity and other risks in connection with the use of the selected L1.

4. Dealings with Tokens

Some of the L1s require you to have Tokens to pay for transaction costs in the L1 network. It is your own responsibility to arrange for crediting of such Tokens to your relevant L1 wallet and directly incur the relevant transaction costs in the selected L1. We give you no guarantee, advice or other assurance as regards the value of Tokens, their availability, transferability, safe storage in the L1 and other qualities. It is your own responsibility to assess financial, legal, tax, cybersecurity and other risks in connection with the acquisition, storage, transfer, sale and other operations with the Tokens. Furthermore, we do not offer any assistance with and/or technically or otherwise facilitate an acquisition, sale and/or transfer of the Tokens by you.

5. Maintenance and Support

We accept no obligation to support, maintain or provide you with any assistance in connection with the services set forth in clause 2.1 of this Terms of Service.

6. Liability

THE PROPRIETARY SOFTWARE IS PROVIDED 'AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US.

In no event will the Company, its affiliates, distributors or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for lost profits, loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.

7. Data privacy

We do not collect your personal data neither at the time of installation of the Software to your computer nor at a later date.

8. Governing Law

If any provision of this licence is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions hereof will not be affected. These Terms will be governed by the laws of the Grand Duchy of Luxembourg. You agree to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg for any claim or dispute arising out of or in connection with these Terms.

9. Amendments

Any amendments of these Terms can be made by the Company at any time at its sole discretion by publishing them on the Website. The amendments become effective immediately following their publication on the website.

10. Contact Information

If you have any queries as regards these Terms, please send us an email to hello@blocklabs.technology