

# Terms of Service

## --Version 003/20.02.2023--

### 1. Introduction

The following terms and conditions govern all use and all content, services and products available at or through the following websites: <https://4thtech.io> and <https://blocklabs.technology> (each of them is individually referred to as the "Website"). The Website is owned and operated by Block Labs Luxembourg S.a r.l., a legal entity established under the laws of the Grand Duchy of Luxembourg, registered with R.C.S. Luxembourg under N B263508 at the following address: 41, rue du Puits Romain, z.a. Bourmicht (Atrium Business Park), L-8070 Bertrange, Luxembourg (the "Company"). The Website is offered to you subject to your acceptance without modification of all the Terms of Use contained herein and our Privacy Policy, incorporated herein by reference, that may be published from time to time on the Website (the "Agreement").

Please read this Agreement carefully before accessing or using the Website. This Website is offered and available to users who are 18 years of age or older. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement and represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use the Website.

### 2. Changes to the agreement

We may revise and update the Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### 3. Privacy

Your use of the Website is also subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Agreement.

### 4. Accessing the Website

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

### 5. No Unlawful or Prohibited Use And Intellectual Property

You are granted a non-exclusive, non-transferable, revocable licence to access and use the Website and the resources

available for download from the Website for the following purposes ("Legitimate Purposes"):

- Obtaining information about the Company and its affiliates to the extent that is published and made available on the Website by the Company from time to time.
- Obtaining information about software products developed by the Company.

You explicitly warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or outside the scope of the Legitimate Purposes and/or otherwise contradicts with the terms of this Agreement.

All content included as part of the Website, such as text, graphics, logos, images, is the property of the Company, its affiliates or suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You will not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

### 6. For Informational Purposes Only

The information contained on this Website and the resources available for download through this Website are for informational purposes only. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, or any other professional advice, sale or offer for sale of any securities, and/or crypto-assets.

### 7. Accuracy and Completeness

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate, updated, complete, and provide valuable information, but neither we guarantee nor take any responsibility for the accuracy and/or completeness of the information published on the Website.

### 8. Email And Other Electronic Communications

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

### 9. Links To Third Party Websites And Services

The Website may contain links to other Websites ("Linked Websites"). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or

updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

#### 10. No Warranties

THE COMPANY MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS WEBSITE. THE COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENTS, MATERIALS, DOCUMENTS, OR SERVICES INCLUDED ON OR THROUGH THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 12. Limitation of Liability

YOU AGREE TO ABSOLVE THE COMPANY OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF USE OF THE INFORMATION CONTAINED ON THIS WEBSITE AND/OR THE RESOURCES YOU MAY DOWNLOAD FROM THIS WEBSITE. YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THIS WEBSITE.

#### 13. Entire Agreement

Unless otherwise specified herein, this Agreement, along with the Privacy Policy, constitutes the entire agreement between the user and the Company with respect to the Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. This Agreement shall be governed by the laws of the Grand Duchy of Luxembourg. Any dispute or controversy between the Parties shall be subject to the jurisdiction of the courts of the Grand Duchy of Luxembourg.

#### **Contact Us**

41, rue du Puits Romain,  
z.a. Bourmicht (Atrium Business Park),  
L-8070 Bertrange, Luxembourg  
Effective as of 20 February 2023