

# **BLOCKTIX MOBILE APPLICATION TERMS OF USE**

<https://blocktix.io/>

(Effective Date: 25 May 2018)

***PLEASE READ THESE TERMS OF USE CAREFULLY***

## **AGREEMENT TO TERMS**

Thanks for choosing Blocktix (“Blocktix,” “we,” “us,” “our”). Utilising Ethereum-based blockchain, Blocktix provides a simple and secure solution to distribute counterfeit-proof event tickets as well as facilitate trustless p2p transfers of ownership. The Blocktix System is a platform that replaces the current fragmented markets of event ticket distribution, ticket transfer and event promotion. Blocktix is a single system for all services and provides a low overhead for distributors and promoters, freeing up money otherwise wasted in inefficient market-based systems. By signing up or otherwise using any of these Blocktix services – which is the use of the mobile application or mobile application related, linked, or otherwise connected thereto (collectively, the “App”) services including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with our services (collectively, the “Blocktix Service” or “Service”) – you (“you”, “your”)] are entering into a legally binding contract with Blocktix (either personally or on behalf of an entity for which you are acting with authority to enter into such contracts).

You agree that by accessing the App, you have read, understood, and agree to be bound by all of these Terms of Use (“Terms”), as well as the Privacy Policy which is incorporated herein by reference. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APP AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms or documents that may be posted on the App from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any material changes through the app, on our website and/or via email as well as by updating the “Effective Date” date of these Terms. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the App after the date such revised Terms are posted.

The information provided on the App is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or

regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the App from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, App designs, audio, video, text, photographs, and graphics on the App (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the App “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the App and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the App, you are granted a limited license to access and use the App and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the App, Content and the Marks.

## **USER REPRESENTATIONS**

By using the App, you represent and warrant that:

- 1) All registration information you submit will be true, accurate, current, and complete;
- 2) You will maintain the accuracy of such information and promptly update such registration information as necessary;
- 3) You have the legal capacity and you agree to comply with these Terms of Use;
- 4) You will not access the App through automated or non-human means, whether through a bot, script or otherwise;
- 5) You will not use the App for any illegal or unauthorized purpose; and
- 6) Your use of the App will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the App (or any portion thereof).

## **USER REGISTRATION**

You may be required to register with the App. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **PROHIBITED ACTIVITIES**

You may not access or use the App for any purpose other than that for which we make the App available. The App may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the App, you agree not to:

- 1) Systematically retrieve data or other content from the App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- 2) Make any unauthorized use of the App, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- 3) Use a buying agent or purchasing agent to make purchases on the App;
- 4) Circumvent, disable, or otherwise interfere with security-related features of the App, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App and/or the Content contained therein;
- 5) Engage in framing of or linking to the App;
- 6) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 7) Make improper use of our support services or submit false reports of abuse or misconduct;
- 8) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- 9) Interfere with, disrupt, or create an undue burden on the App or the networks or services connected to the App;
- 10) Attempt to impersonate another user or person or use the username of another user;
- 11) Sell or otherwise transfer your profile;
- 12) Use any information obtained from the App in order to harass, abuse, or harm another person;
- 13) Use the App as part of any effort to compete with us or otherwise use the App and/or the Content for any revenue-generating endeavor or commercial enterprise;
- 14) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App;
- 15) Attempt to bypass any measures of the App designed to prevent or restrict access to the App, or any portion of the App;
- 16) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in

providing any portion of the App to you;

- 17) Delete the copyright or other proprietary rights notice from any Content;
- 18) Copy or adapt the App's software, including but not limited to Javascript, HTML, Java, Swift, Objective-C, C, C++, Solidity, or other code;
- 19) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the App;
- 20) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- 21) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the App, or using or launching any unauthorized script or other software;
- 22) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the App and
- 23) Use the App in a manner inconsistent with any applicable laws or regulations.

## **USER GENERATED CONTRIBUTIONS**

The App may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the App, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the App and through third-party Apps. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- 1) The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
- 2) You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the App, and other users of the App to use your Contributions in any manner contemplated by the App and these Terms of Use;
- 3) You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the App and these Terms of Use;
- 4) Your Contributions are not false, inaccurate, or misleading;

- 5) Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- 6) Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
- 7) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
- 8) Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
- 9) Your Contributions do not violate any applicable law, regulation, or rule;
- 10) Your Contributions do not violate the privacy or publicity rights of any third party;
- 11) Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
- 12) Your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- 13) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap and
- 14) Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the App in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the App.

## **CONTRIBUTION LICENSE**

By posting your Contributions to any part of the App [or making Contributions accessible to the App by linking your account from the App to any of your social networking accounts], you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the App. You are solely responsible for your Contributions to the App and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, to:

- 1) Edit, redact, or otherwise change any Contributions;
- 2) Re-categorize any Contributions to place them in more appropriate locations on the App; and
- 3) Pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **GUIDELINES FOR REVIEWS**

We may provide you areas on the App to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- 1) You should have firsthand experience with the person/entity being reviewed;
- 2) You must conspicuously disclose any material connection, such as if you have received a free or discounted ticket, you received free or discounted travel to attend the show, you received something of value from event producers, you are an employee, or you have some other connection that readers may consider relevant to the impartiality of your review.
- 3) Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- 4) Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- 5) Your reviews should not contain references to illegal activity;
- 6) You should not be affiliated with competitors if posting negative reviews;
- 7) You should not make any conclusions as to the legality of conduct;
- 8) You may not post any false or misleading statements; and
- 9) You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or

distribute all content relating to reviews.

## **MOBILE APPLICATION LICENSE**

### **User License**

When you access the Services via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms of this mobile application license contained in these Terms . You shall not:

- 1) Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- 2) Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- 3) Violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- 4) Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- 5) Use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- 6) Make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- 7) Use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; and
- 8) Use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the App:

- 1) The license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
- 2) We are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

- 3) In the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
- 4) You represent and warrant that:
  - i. You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and
  - ii. You are not listed on any U.S. government list of prohibited or restricted parties.
- 5) You must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and
- 6) You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

## **SOCIAL MEDIA**

As part of the functionality of the App, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either:

- 1) Providing your Third-Party Account login information through the App; or
- 2) Allowing us to access your Third-Party Account, to the extent permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that:

- 1) We may access, make available, and store (if applicable) any content (including your personal data and the personal data of any other identified or identifiable individual) that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the App via your account, including without limitation any friend lists; and
- 2) We may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

You consent to the above access and processing by us of this data and your content and you



undertake to make all of the required notifications or obtain consents from any third parties whose personal data is available on the Third-Party Accounts. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the App. You will have the ability to disable the connection between your account on the App and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the App. You can deactivate the connection between the App and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

## **THIRD-PARTY APPS AND CONTENT**

The App may contain (or you may be sent via the App) links to other Apps ("Third-Party Apps") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Apps and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Apps accessed through the App or any Third-Party Content posted on, available through, or installed from the App, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Apps or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Apps or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the App and access the Third-Party Apps or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party App to which you navigate from the App or relating to any applications you use or install from the App. Any purchases you make through Third-Party Apps will be through their Apps and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Apps and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Apps.

## **ADVERTISERS**

We could allow advertisers to display their advertisements and other information in certain areas of the App, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **APP MANAGEMENT**

We reserve the right, but not the obligation, to:

- 1) Monitor the App for violations of these Terms of Use;
- 2) Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- 3) In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- 4) In our sole discretion and without limitation, notice, or liability, to remove from the App or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
- 5) Otherwise manage the App in a manner designed to protect our rights and property and to facilitate the proper functioning of the App.

## **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy. By using the App, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the App is hosted in the Netherlands. If you access the App from the United States, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the European Union, then through your continued use of the App or Services, you are transferring your data to the European Union, and you expressly consent to have your data transferred to and processed in the European Union.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the App. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APP (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE

TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE APP OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the App at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our App. We also reserve the right to modify or discontinue all or part of the App without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the App.

We cannot guarantee the App will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the App, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the App at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App during any downtime or discontinuance of the App. Nothing in these Terms of Use will be construed to obligate us to maintain and support the App or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms of Use and your use of the App are governed by and construed in accordance with the European Law in Brussels.

## **DISPUTE RESOLUTION**

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **5 (five)** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

## **Binding Arbitration**

If the Parties are unable to resolve a dispute through informal negotiations, then the dispute, question arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause.

YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE HAD THE RIGHT TO SUE IN COURT.

The arbitration must be informal and must be conducted in the most expeditious and inexpensive manner possible. The arbitrator will have the fullest and freest discretion to determine the procedure to be adopted – subject only to the rules of natural justice – and it is the agreed intention that the arbitration must be held and concluded within twenty-one (21) business days after it has been demanded.

The arbitrator must be:

- 1) An independent chartered accountant of not less than ten (10) years' standing agreed upon between the parties, if the question in dispute is primarily an accounting matter; and/or
- 2) A practicing advocate or attorney of not less than ten (10) years' standing agreed upon between the parties, if the question in dispute is primarily a legal matter; and/or
- 3) An independent and suitably qualified person agreed upon between the parties, in the case of any other matter.

If the parties are unable to reach agreement with regards to whom the arbitrator should be within three (3) business days after the arbitration has been demanded, then the senior executive officer for the time being of ICAC must determine the nature of the dispute and appoint an arbitrator within seven (7) business days after the parties have failed to reach agreement, with the intention that the arbitration be held and concluded within the twenty-one (21) day period referred to.

Each party hereby irrevocably consent to the arbitration proceedings, and neither party will be entitled to withdraw from the provisions of this clause or to claim at such arbitration proceedings that such party is not bound by this clause.

Each of the parties irrevocably agrees that the decision of the arbitrator (including any costs award):

- 1) Will be final and binding on each of them;
- 2) Will be carried into effect; and
- 3) May be made an order of court on application by either party.

Nothing contained or implied in this agreement will preclude either party from applying to court for a temporary interdict or any other relief of an urgent and temporary nature, pending the decision or award of the arbitrator.

he provisions of this clause are separate and severable from the rest of this agreement and will remain in effect despite the termination, cancellation or invalidity for any reason of this agreement.

ADDITIONALLY, YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or regulator with oversight over Blocktix decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court - subject to the parties' right to appeal the court's decision.

## **CORRECTIONS**

There may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the App, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the App at any time, without prior notice.

## **DISCLAIMER**

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## CONTACT US

In order to resolve a complaint or any charges relating to the use of the App or receive further information regarding the App or the use thereof, please contact us at:

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