



TERMS OF SERVICE

BitBadges Inc, (hereinafter also referred to as **“BitBadges”**, **“Company”**, **“we”**, **“our”** or **“us”**) operates www.bitbadges.org (**“Website”**). These Terms of Service (**“Terms”**) govern the Products and use of the Services provided by the Company. By accessing and/or otherwise using the Services in any manner, you, therefore, agree that you have read and accepted these Terms. We reserve the right to modify these Terms, without notice, at any time. You understand that your continued use of the Services after these Terms have been modified constitutes your acceptance of these Terms as amended.

Regularly checking and reviewing this page ensures that you are updated on the terms and conditions governing your use of the Services.

If we believe that the modifications are material, we will notify you of the changes by posting a notice on our Website, or emailing you at the email address provided to us by you, and as we may deem appropriate. What constitutes a material change will be determined by us, at our sole and absolute discretion.

AGREEMENT TO TERMS

By accessing this Website, you agree to be bound by the same and acknowledge that it constitutes an agreement between you and the Company (hereinafter the **“User Agreement”**). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Website is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

The terms **‘customers’**, **‘visitor(s)’**, **‘user(s)’**, **“your”** and **‘you’** hereunder refer to the person visiting, accessing, browsing through and/or using the Website at any point in time.



EMAIL COMMUNICATION AND NOTIFICATIONS

By using the Website, you understand that we may send you communications or data regarding our products and services. You agree to receive such communications from us.

Unless such email is necessary to facilitate a transaction, such as to complete a transaction or provide you with information related to a purchase, we will give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in such message(s). Opting out may prevent you from receiving email messages regarding improvements, or other updates.

You also agree that all notices, disclosures, agreements, and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing. Your consent to receive communications and do business by email, and our agreement to do so, applies to all of your interactions and transactions with the Company. Please keep us informed of any changes in your email address so you may continue to receive our communications without interruption.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this Website is not accurate, complete, or current. The material on this Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this Website is at your own risk.

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.



MODIFICATIONS OF SERVICE

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Product and Service.

LIMITED LICENCE

We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the "**Content**") solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of the Company and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

USE OF THE WEBSITE AND THE SERVICES

You may use the Website and the Services only for lawful purposes and in accordance with these Terms.

You hereby agree not to use the Website and the Services:

1. In any way that violates any applicable national or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit any person or harm minors in any way by exposing them to inappropriate content or otherwise.
3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.



4. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Additionally, you agree not to:

1. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
2. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which the Website is stored, or any server, computer, or database connected to Service.
3. Take any action that may damage or falsify Website's reputation.
4. In any way decompile, reverse engineer, or disassemble any material or content on the Website.
5. Otherwise, attempt to interfere with the proper working of the Website and the Service.

WEBSITE SECURITY

You agree to use this Website only in accordance with these Terms. In the event that your unauthorised use of this Website results in loss or damage to any person who then brings a claim against us, you agree to indemnify us for all losses and/or damages arising from such claim.

As a user of this Website you undertake:

1. Not use our Website in any way that causes or may cause damage to the Website or impairment of the availability or accessibility of the Website; or in any way that is unlawful, illegal, fraudulent, harmful, or in connection with any unlawful, illegal, fraudulent, or harmful activity or purpose;



2. Not use our Website to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;
3. Not conduct any systematic or automated data collection activities, including without limitation scraping, data mining, data extraction, and data harvesting on or in relation to our Website without our express written consent;
4. Not to knowingly or recklessly contravene, in the course of using this Website, the provisions of any legal or regulatory requirements of any competent authority having jurisdiction over you or over any activity you undertake;
5. Not to use this Website to make unauthorised attempts to access or interfere with any of our systems or third party networks;
6. Not to use this Website to conduct any business or activity or solicit the performance of any activity that is prohibited by law;
7. Not to use this Website for the transmission or posting of any material which is defamatory, offensive or of an abusive or obscene or menacing nature or which infringes third-party rights, or for the purpose of causing annoyance, inconvenience or needless anxiety to any third party, or send any message which you know to be false or make use of this Website for such purpose(s);
8. to inform us immediately of any claim or action against you for any use of this Website and, on request from us, to immediately cease the act complained of.

BitBadges is entitled to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.



PRIVACY POLICY

The company will not intentionally disclose any personally identifying information about you to third parties, except where Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the Website, you signify your acceptance of the Privacy policy.

Members signing up for the Website are opting in to receive newsletters and other special offers through emails/notifications from the Website. If you do not wish to receive these emails, you may opt out anytime by unsubscribing.

Refer to our [Privacy Policy](#) and [Cookie Policy](#)

INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.

All material and content on the Website, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by the domestic as well as international intellectual property law, including copyright, authors' rights, database rights laws, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us.

The compilation of all content on the Website is our exclusive property and is protected by domestic as well as international copyright and database rights laws.



You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Website or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

INDEMNIFICATION

You understand and agree that you are personally responsible for your behaviour on the Website. You agree to indemnify, defend and hold Company harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms.

DISCLAIMER OF WARRANTY

The information provided by BitBadges is for general informational purposes only. The Service is provided on an "as is" and "as available" basis. BitBadges makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Service or the information, products, services, or related graphics contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

BitBadges is a utility and not meant to be looked at as a financial instrument in any shape or form. BitBadges does not offer, nor intend to offer, any financial services or advice. Any information provided by BitBadges should not be considered as financial advice, nor is it intended to be used for trading or investment purposes. You should always conduct your own research and consult with a qualified professional before making any investment decisions.



In no event shall BitBadges be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Service.

Through the Service, you may be able to link to other websites which are not under the control of BitBadges. We have no control over the nature, content, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the Service up and running smoothly. However, BitBadges takes no responsibility for, and will not be liable for, the Service being temporarily unavailable due to technical issues beyond our control.

LIMITED LIABILITY

BitBadges shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use the Service, or for the cost of procurement of substitute goods and services, or resulting from any goods or services purchased or obtained, or messages received, or transactions entered into through the Service, or resulting from unauthorized access to or alteration of user's transmissions or data, including but not limited to, damages for loss of profits, use, data, or other intangible property, even if the Company has been advised of the possibility of such damages.

The Company's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to the Company for the Service during the term of your use of the Service.



You acknowledge that the limitations set forth in this section are fundamental elements of the agreement between you and the Company, and the Service would not be provided to you absent such limitations.

ELIGIBILITY

In order to use the Website, You need to be 18 (eighteen) years of age or older. The Website may only be used or accessed by such Persons who can enter into and perform legally binding contracts under the applicable state and federal laws.

The Company shall not be liable in case of any false information is provided by the User including the User's age and the User and/or his natural or appointed guardian alone shall be liable for the consequences as per the applicable state and federal laws.

The Company disclaims all liability arising out of such unauthorised use of the Website and any third-party liability arising out of Your use of the Website if You are a minor.

GOVERNING LAW AND JURISDICTION

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in all respects in accordance with the Laws of Virginia, United States of America (USA) and shall have exclusive jurisdiction over any dispute arising under this Agreement.

NOTICES

Legal notices must be served on the email address provided in the 'Contact Us' clause. Notice will be deemed given 48 hours after the email is sent unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.



LEGAL DISPUTES

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting us, all legal notices and formal disputes should be sent to us at the email address provided in the 'Contact Us' clause.

If We have not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms through binding arbitration or (for qualifying claims) in a small claims court.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery and is subject to very limited review by courts. Although the process is more informal, arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the US Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and BitBadges are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement. This arbitration provision shall survive the termination of this Agreement.

Any arbitration will be administered by the American Arbitration Association ("AAA") under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. You can find their forms at www.adr.org . Unless you and BitBadges agree otherwise, the arbitration will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules.

The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgement on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall



prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property or unauthorised access to the Service.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BITBADGES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

To the extent that any claim, dispute or controversy regarding BitBadges or our Service is not arbitrable under applicable laws or otherwise, you and BitBadges both agree that any claim or dispute regarding BitBadges will be resolved exclusively in accordance with the applicable federal and state laws. If you are a consumer in the EEA, then this clause does not apply to you.

REMOVAL OF DOUBTS

Notwithstanding anything stated in this Regulation for any unforeseen issues arising, and not covered by this regulation, or in the event of differences of interpretation, the CEO of the Company may take a decision as he/she may deem fit. The decision of the CEO shall be final.

MISCELLANEOUS

Severability - The provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or



part-provision under this clause shall not affect the validity and enforceability of the rest of this, agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as amended, It is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision."

Entire Agreement - The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

Your Compliance with Applicable Law - You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Our Services.

Waiver - If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

Amendments - Notwithstanding anything contained hereinbefore, The Company may amend and implement the Terms, whenever required, in the interest of maintaining the standard and improving user experience without any prior notice and you shall be governed by such Terms so implemented from time to time. Please review the Terms from time to time on a regular basis since your ongoing use is subject to the Terms as amended.

Force Majeure - No one shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God,



earthquake, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.

CONTACT US

After reviewing this policy, if you have any additional questions, concerning these Terms, please contact us by sending an email to andrew@bitbadges.org by adding the word “Terms” in the subject line.

Last Updated: 1 May 2023