# Terms and Conditions

**1. Intro and Acceptance.**

CommerceBlock is pleased to offer you access to its MainStay Services. When we refer to our “Services” in these Terms and Conditions, we mean to include everything — our platform services, all of our programs, features, functions and report formats, instructions, code samples, on-line help files and technical documentation, our websites, account portal, technical support, made generally available by us, and includes any of our SDKs, APIs or software provided to you in connection with your use of our services, and our connectivity services. “**CommerceBlock**,” “**us**,” or “**we**” refers to Commerceblock Limited, incorporated in England and Wales with registered address at 7/10 Chandos Street, Cavendish Square, W1G 9DQ London.

Please read these Terms of Service (these “**Terms**”) carefully. These Terms, together with other documents we refer to in this document, like our Privacy Policy (collectively, the “**Agreement**”), govern your access to the Services.

**BY SIGNING UP TO CREATE AN ACCOUNT WITH US OR BY CONTINUING TO USE OUR WEBSITE YOU AGREE TO THESE TERMS.** **BY DOING SO, YOU AGREE ON BEHALF OF YOURSELF OR, IF APPLICABLE, YOUR ORGANISATION TO BE BOUND BY THIS AGREEMENT AS OF THAT DATE (THE “EFFECTIVE DATE”)**. **YOUR ACCESS TO, AND USE OF, THE SERVICES AND COMMERCEBLOCK’S OBLIGATIONS WITH RESPECT TO THE SERVICES ARE EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT, INCLUDING OUR LIMITED LIABILITY IN SECTION 15 AND ARBITRATION ON AN INDIVIDUAL BASIS IN SECTION 19. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHOULD NOT USE THE SERVICES.**

If you create an account or otherwise use the Services on behalf of an organization, you represent and warrant that you have the authority to bind your organization and enter into this Agreement on its behalf. The terms “**you**” and “**your**” (except for in this paragraph) will refer to that organization. If you or your organization has a separate written contract or license with CommerceBlock regarding the use of the Services (such as an enterprise agreement or a license to use any open source software we may provide), that contract or license (and not this Agreement) will govern your use of the applicable Services.

**2. Changes to These Terms.**

We may revise these Terms from time to time. If we do, those revised Terms will supersede prior versions. Unless we say otherwise, revisions will be effective upon the effective date indicated at the top of these Terms. We will notify you of any material revisions via the account portal and/or via an email to the email address we have on file. For other revisions, we will update the effective date of these Terms at the top of the page. We encourage you to check the effective date of these Terms whenever you visit CommerceBlock’s website or account portal. Your continued access or use of our Services after we notify you of the revisions constitutes your acceptance of those revisions. If you don’t agree to the revisions, you should stop using our Services and we are not obligated to provide you with the Services.

**3.**  **Changes to Our Services.**

The features and functions of our Services, including our APIs, and any service level agreement (SLA) we may offer (if any) based on your specific Services and subscription plan, may change over time. It is your responsibility to ensure that calls or requests you make to our Services are compatible with our then-current Services. Although we try to avoid making changes to our Services that are not backwards compatible, if any such changes become necessary, we will use reasonable efforts to let you know at least sixty (60) days prior to implementing those changes.

**4. Your Account(s).**

4.1 Accounts. To use our Services, you will be asked to create an account. As part of the account creation process, you’ll be asked to provide your email address, and create a password. Until you apply for an account, your access to our Services will be limited to what is available to the general public. When registering an account, you must provide true, accurate, current and complete information about yourself as requested during the account creation process. You must also keep that information true, accurate, current and complete after you create your account.

4.2 License Metrics; ID Credentials. You agree to abide by the license metrics, requirements and other restrictions and limitations concerning the Services as described when you create an account for the Services. CommerceBlock will provide you with a unique set of credentials for each individual that will be granted access to the Services (“**ID Credentials**”). You may not share your ID Credentials, and you are responsible for any unauthorized access to your ID Credentials. You will not allow the use of the same ID Credentials simultaneously by two or more users.

4.3 Unauthorized Use; False Information. You shall: (i) notify CommerceBlock immediately of any unauthorized use of any ID Credentials or any other known breach of security, (ii) report to CommerceBlock immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by you or any user, and (iii) not provide false identity information to gain access to or use the Services. You are solely responsible for all use (whether or not authorized) of our Services under your account(s), including for the quality and integrity of each of Your Applications (defined below). You are also solely responsible for all use and for all acts and omissions of anyone that has access to Your Applications (“**End Users**“). You agree to take all reasonable precautions to prevent unauthorized access to or use of our Services and will notify us promptly of any unauthorized access or use. We will not be liable for any loss or damage arising from unauthorized use of your account.

4.4 User Access. You may allow your employees, contractors and agents to use the Services on your behalf (each, an “**Authorized User**”). Authorized Users must agree to be bound by the terms of this Agreement. To clarify, and “End User” is and end user of Your Applications and an “Authorized User” is someone who uses the Services on your behalf. When we refer to “users” in this Agreement, we mean to include both Authorized Users and End Users. Each Authorized User must have a unique ID Credential. You shall be solely responsible for the acts and omissions of your Authorized Users that are able to access the Services through you. CommerceBlock shall not be liable for any loss of data or functionality caused directly or indirectly by the Authorized Users. You will remain liable for any breach of this Agreement, or any act or omission by any Authorized User or End User.

4.5 Protection Against Unauthorized Use. You will use reasonable efforts to prevent any unauthorized use of the Services and immediately notify CommerceBlock in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through you, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by CommerceBlock to prevent or terminate unauthorized use of the Services.

**5. Access and Use of Our Services.**

5.1 Subject to the terms of this Agreement, during the term of this Agreement, CommerceBlock will provide you access to and use of the Services under the following terms:

1. We will make our Services available to you in accordance with our SLA (if applicable based on your specific Services), which may be updated from time to time.
2. You may use our Services, on a non-exclusive basis, solely in strict compliance with this Agreement and applicable law, including:
3. Using our Services as needed to develop your software applications that interface with our Services (“**Your Applications**“) or provide Services through your applications;
4. Making our Services available to End Users of Your Applications in connection with the use of each of Your Applications, and
5. Otherwise using our Services solely in connection with and as necessary for your activities under this Agreement.

**6. Our Use and Storage of Your Content.**

6.1 Your Content. The Services allow you to upload certain data, information, materials and other content provided, including, without limitation, customer applications, data files, data, documents and graphics (“**Your Content**”). You agree to obtain all necessary consents and make all necessary disclosures before uploading Your Content to the Services.

1. You shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. You are solely responsible for collecting, inputting and updating all Your Content used in connection with the Services, and for ensuring that Your Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious, or (iii) knowingly violates any federal, state or local laws or regulations governing the storage and/or transmission of Protected Data (defined below).
2. You hereby acknowledge and agree that CommerceBlock’s performance of this Agreement will require CommerceBlock to process, transmit and/or store Your Content or the data of your Authorized Users, End Users, customers and affiliates. By submitting data to CommerceBlock, you agree that Commerceblock and its affiliates may process, transmit and/or store data only to the extent necessary for, and for the sole purpose of, enabling CommerceBlock to perform its obligations to you under this Agreement. You acknowledge that CommerceBlock exercises no control over the content of the information or Your Content transmitted by you or your Authorized Users through the Services.

6.2 Privacy Policy. For information regarding our collection and use of Your Content and other information you provide, see our Privacy Policy, which is incorporated into this Agreement by this reference. You agree that we may access, retain, and disclose information you provide in accordance with the terms of our Privacy Policy.

**7. Restrictions.**

7.1 Restrictions on Your Use of the Services. Except as expressly permitted herein (including any Service-Specific Terms), you may not, and may not permit anyone (including any users) to: (i) copy or republish the Services, (ii) make the Services available to any person other than Authorized Users and End Users, (iii) use or access the Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Services, (v) access the Services solely in order to build a similar product or competitive product, (viii) create “links” to or from the Services, or “frame” or “mirror” any content forming part of the Services, or (ix) integrate or combine the Services with any software except as expressly permitted by CommerceBlock.

7.2 Acceptable Usage. You represent and warrant that:

1. you will not provide, transmit, distribute, disclose or otherwise provide to CommerceBlock or any of its affiliates, or otherwise use, Your Content under this Agreement if it is illegal, immoral, obscene, threatening, libelous, is otherwise unlawful or tortious, or for which you do not own or have not procured sufficient license, right, consent and permission to copy, reproduce, store, broadcast or otherwise use;
2. your use and your users’ use of the Service will not violate any laws or regulations (including privacy laws) or any obligations or restrictions imposed by third parties;
3. Your Content, including CommerceBlock’s use thereof in connection with this Agreement, will not infringe, misappropriate or otherwise violate any intellectual property rights or of any third party; and
4. Your Content is accurate, complete and not corrupted.
5. you have obtained, and during the Term you will obtain, all necessary rights and consents (including without limitation approval from your End Users) to allow CommerceBlock to collect, process, use, store, disclose and transfer Your Content and data collected from End Users through their use of Your Applications (“**End User Data**”). Additionally, you hereby consent, and shall get appropriate consents and approvals from your End Users, for CommerceBlock to use End User Data as provided in CommerceBlock’s Privacy Policy. CommerceBlock’s provision of the Services to you is specifically conditioned upon you obtaining such consents and approvals.

**8. Affiliates.**

Affiliates are any entity or person that controls you, is controlled by you, or under common control with you, such as a subsidiary, parent company, or employee. (Similarly, if we refer to our affiliates, we mean an entity or person that controls us, is controlled by us or is under common control with us.) If applicable to you, your affiliates may order Services directly from us under this Agreement, provided that all of your affiliate’s activities are subject to this Agreement. You will be responsible for the acts and omissions of your affiliates in connection with each affiliate’s use of our Services

**9. Service-Specific Terms.**

To enjoy certain aspects of the Services, additional terms may apply. We will present supplemental terms and conditions for review and acceptance at the time that you undertake such activity, and any such supplemental terms (each, “**Service-Specific Terms**”) will become a part of this Agreement. In the event of any conflict between these Terms of Service and any Service-Specific Terms, the Service-Specific Terms will govern with respect to the matters contemplated by such terms.

**10. Fees, Payment Terms, Taxes.**

10.1 Fees. You agree to pay the usage fees set forth on the MainStay website fee section (as may be updated from time to time) and/or any other order forms for our Services ordered by you and accepted by us.

10.2 Payment Terms. All payments are due immediately after the end of the billing period (one month). All payments will be taken automatically via our designated payment processor and payment gateway from the payment method you selected during your account setup. Payment obligations can’t be canceled and fees paid are non-refundable. Subject to Section 11.4 (Fee Disputes), if you are overdue on any payment and attempts to recharge failed, then we may assess and you must pay a late fee. The late fee will be either be a fixed % per charge amount, or the maximum amount allowable by law, whichever is less. Subject to Section 11.4 (Fee Disputes) and following the overdue notice, we may also suspend our Services to your account until you pay the amount you are overdue plus the late fee.

10.3 Taxes. Unless otherwise agreed to by CommerceBlock in writing, you are responsible for and shall pay all applicable taxes. This includes all taxes, fees, charges, carrier surcharges or other similar exactions, imposed on or with respect to our Services whether these taxes are imposed directly on you or on CommerceBlock and include, but are not limited to, sales and use taxes, utility user’s fees, excise taxes, VAT, any other business and occupations taxes. For purposes of this Section, taxes do not include any taxes that are imposed on or measured by the net income, property tax or payroll taxes of CommerceBlock.

10.4 Fee Disputes. You must notify us in writing if you dispute any portion of any fees paid or payable by you under this Agreement. You must provide that written notice to us within sixty (30) days of the applicable charge and we will work together with you to resolve the applicable dispute promptly. If you do not provide us with this written notice of your fee dispute within this 30-day period, you will not be entitled to dispute any fees paid or payable by you.

10.3 Suspension. If your use of our Services exceeds the amounts prepaid by you or of if you fail to pay any amounts due by you under this Section 11 of the Agreement, we may suspend our Services associated with your account without prior notice to you. We will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur with connection with any suspension of our services pursuant to this subsection.

**11. Ownership and Confidentiality.**

11.1 Ownership and Restrictions. Subject to the limited licenses granted in this Agreement, CommerceBlock and its licensors own all right, title and interest in and to the Services, and any deliverables and work product provided in connection with the Services or otherwise under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related to the Services and deliverables or work product and all related intellectual property rights. You irrevocably and unconditionally assign, without further consideration, all right, title and interest you may have in the Services, deliverables or work product to CommerceBlock. You retain ownership and intellectual property rights in and to Your Content. Third-party technology that may be appropriate or necessary for use with some CommerceBlock programs is specified in the documentation. Your right to use such third party technology is governed by the terms of the third party technology license agreement specified by CommerceBlock and not under this Agreement.

11.2 Definition. “**Confidential Information**” means any information disclosed by a party to the other party, directly or indirectly, which, (i) if in written, graphic, machine-readable or other tangible form, is marked as “confidential” or “proprietary,” (ii) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be “confidential” or “proprietary” within 30 days of such disclosure, (iii) is specifically deemed to be confidential by the terms of this Agreement, or (iv) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Your Content as contemplated by this Agreement, Your Content is deemed Confidential Information of you. The Services are deemed Confidential Information of CommerceBlock.

11.3 Confidentiality. During the term of this Agreement and for 2 years thereafter (perpetually in the case of trade secrets), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party’s Confidential Information. Each party may disclose Confidential Information of the other party on a need-to-know basis to its employees, contractors, representatives and advisors who are subject to confidentiality agreements requiring them to maintain such information in confidence consistent with the terms of this Agreement and use it only to facilitate the performance of their services on behalf of the receiving party.

11.4 Exceptions. The obligations related to Confidential Information in this Agreement will not apply to information that: (i) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (ii) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (iii) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party to the disclosing party’s reasonable satisfaction. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to allow the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

11.5 Equitable Relief. Each party agrees that the other parties may have no adequate remedy at law if there is a breach or threatened breach of this Section 12 and, accordingly, that the non-breaching party will be entitled to injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that party.

11.6 Use of Marks. Subject to this Agreement, we both grant each other the right to use and display each other’s name and logo (the “Licensor Marks”) on our respective websites and in other promotional materials solely in connection with each of our respective activities under this Agreement. All of this use of the Licensor Marks will be in accordance with the each other’s applicable usage guidelines and will inure to the benefit of the licensor and, with respect to CommerceBlock, will be subject to CommerceBlock’s prior written consent in each case. The one of us using the other’s Licensor Marks under this subsection will not use, register or take other action with respect to any of the Licensor Marks, except to the extent allowed in advance in writing by the one of us whose Licensor Marks are being used. In using the Licensor Marks under this subsection, the one of us using the other’s Licensor Marks will always use the then-current Licensor Marks and will not add to, delete from or modify any of Licensor Marks. The one of us using the other’s Licensor Marks will not, at any time, misrepresent the relationship between us. The one using the other’s Licensor Marks will not present itself as an affiliate or other legal agent of the one of us whose Licensor Marks are being used. The rights to use and display each other’s Licensor Marks under this subsection will end automatically in the event of termination of this Agreement.

**12. Warranties and Disclaimers.**

12.1 Your Warranties. If you are entering into this Agreement on behalf of an organization, you represent and warrant that:

(a) such organization is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

(b) you have all necessary rights and requisite corporate power, financial capacity, and authority to execute, deliver, and perform your obligations under this Agreement;

(c) the execution, delivery, and performance of this Agreement has been duly authorized by the organization and this Agreement constitutes the legal, valid, and binding agreement of the organization and is enforceable against the organization in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors’ rights generally and by general equitable principles;

(d) you shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance of your obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with your obligations under this Agreement.

12.2 NO WARRANTY. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMMERCEBLOCK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU AGREE THAT THE SERVICES ARE PROVIDED TO YOU AND YOUR AUTHORIZED USERS AND END USERS “AS-IS” AND “AS-AVAILABLE” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT. COMMERCEBLOCK AND ITS AFFILIATES AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE. COMMERCEBLOCK DOES NOT GUARANTEE THAT COMMERCEBLOCK WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT COMMERCEBLOCK DOES NOT CONTROL THE TRANSFER OF DATA OR YOUR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

12.3 Disclaimers Regarding Your Content and End User Data. Without limiting the generality of the foregoing, CommerceBlock makes no warranty, expressed or implied, regarding accuracy, adequacy, completeness, legality, readability, reliability or usefulness of Your Content, including End User Data, that is transmitted, formatted or translated via the Services, even where Your Content has been translated, reformatted, re-tagged or otherwise subjected to technical modifications. The foregoing disclaimer applies to both isolated and aggregate processing, transmission and uses of Your Content and End User Data. You acknowledge that electronic data in transmission may be altered during and subsequent to original distribution. You are solely responsible for verifying the accuracy, completeness and appropriate rendering of Your Content and End User Data before and after transmission through the Services.

12.4 Beta Services. From time to time, we may allow you to try beta, test, pilot, limited release, developer preview, non-production, evaluation or other pre-release products or services (“**Beta Services**”) at no charge. BETA SERVICES ARE NOT GENERALLY AVAILABLE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. Beta Services are for evaluation purposes and not for production use, are not considered part of the “Services” under this Agreement, are not supported, and may be subject to additional terms. We may suspend or terminate a Beta Service at any time, for any or no reason. We may discontinue Beta Services at any time in our sole discretion and may never make the Beta Services generally available. If a generally available version is released, there may not be an automatic update path from the Beta Services version to the generally available version. If not earlier terminated, any Beta Services trial period will expire on the date that the Beta Service is released on a generally available basis. In addition to the disclaimer of warranties in Section 13.2. above, Beta Services are provided “AS IS,” and Provider has no liability for any harm or damage arising out of or in connection with a Beta Service.

**13. Indemnification.**

13.1 Indemnification by you. To the maximum extent permitted by law, you will defend, indemnify and hold harmless CommerceBlock and its affiliates and their respective directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, and shall pay all losses, damages and expenses (including reasonable attorneys’ fees) (“**Losses**”) arising out of, accruing from, or in any way related to (i) your breach of the terms of this Agreement; (ii) Your Content or other items you or your users furnish or otherwise select for publication to the Services, including without limitation claims, damages and liabilities arising from your failure to obtain appropriate consents or comply with applicable law, privacy policy or other agreement under which such Your Content was obtained; (iii) your acts or omissions in connection with the provision of any of Your Application, including, without limitation, any intellectual property claims relating to Your Application(s); and (iii) Protected Data.

13. 2 Indemnification Procedures. In connection with any indemnified claim hereunder, CommerceBlock will: (i) provide prompt written notice of the claim, provided that in no event will an CommerceBlock’s failure to provide such notice limit, remove or excuse the your obligations under this Section unless you are actually and materially prejudiced thereby; (ii) authority to conduct the defense thereof with legal counsel reasonable acceptable to the CommerceBlock; provided, however, that if you are unwilling or, in CommerceBlock’s reasonable determination, unable to adequately defend such claim, the CommerceBlock shall have the right, upon notice, to defend such claim itself and, in such event, the you shall indemnify and hold the CommerceBlock harmless from any and all Losses including those incurred as a result of its defense of such claim; and (iii) reasonable assistance with respect to such claim. You may not settle any claim without the CommerceBlock’s prior written approval, which shall not be unreasonably withheld.

**14. Exclusion of Damages; Limitations of Liability.**

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF COMMERCEBLOCK) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA, YOUR CONTENT, OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE PARTIES’ OBLIGATIONS (OR ANY BREACH THEREOF) UNDER SECTIONS 7 (RESTRICTIONS) OR 12 (OWNERSHIP AND CONFIDENTIAL INFORMATION), COMMERCEBLOCK’S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT DURING THE 6 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

**15 Term and Termination.**

15.1 Term of Agreement. This Agreement is legally binding as of the Effective Date and, unless otherwise agreed to by CommerceBlock in writing, the initial term will continue for a period of twelve (12) months (the “**Initial Term**”). After the Initial Term, unless otherwise agreed to by CommerceBlock in writing, this Agreement will automatically renew for successive one-year renewal terms (each, a “**Renewal Term**”) unless either party provides the other with thirty (30) days’ written notice of its intent not to renew the Initial Term or the Renewal Term, as applicable. The Initial Term and any Renewal Terms are collectively, the “Term.”

15.2 Termination and Suspension. You or CommerceBlock may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. Either party may terminate this Agreement and your account in the event the other party commits any material breach of this Agreement and fails to fix that breach within 5 days after written notice of that breach. If we terminate this Agreement, your account(s) will terminate as well. CommerceBlock may also suspend your account at any time immediately upon notice if you commit a material breach of this Agreement (including without limitation Section 7). We may also suspend our Services immediately for cause if: (i) your access to the Services or Your Content creates a material security vulnerability; (ii) there is reason to believe the traffic created from your use of our Services or your use of our Services is fraudulent or negatively impacting the operating capability of our Services; (iii) we determine, in our sole discretion, that providing our Services is prohibited by law, or it has become impractical or unfeasible for any legal or regulatory reason to provide our Services; or (iv) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding. If we suspend our Services to your account, we will make a reasonable attempt to notify you.

15.3 Effect of Termination. Upon termination or expiration of this Agreement:

1. you shall immediately cease using the Services and all usage rights granted under this Agreement shall terminate. CommerceBlock may remotely disable your access to the Services at our sole discretion.
2. you shall pay to CommerceBlock all undisputed amounts due and payable under this Agreement; and
3. the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction; provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties. The parties agree and understand that the data (including Your Content) placed onto the Services are immutable and shall be exempt from any obligations, under this or any other agreement, to return, destroy or erase such data.

**16. Survival.**

The following sections shall survive the expiration or termination of this Agreement for any reason: 3, 6, 7, 9 (to the extent specified therein), 10 (for payment obligations arising prior to expiration or termination), 11.1-11.5, 12, 13, 14, 15.3, 16 and 17.

**17. General.**

17.1 Non-Exclusive Services. You acknowledge that Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict CommerceBlock’s ability to provide the Services or other technology, including any features or functionality first developed for you, to other parties.

17.2 Assignment. You may not assign this Agreement or any right under this Agreement, without the consent of CommerceBlock, which consent shall not be unreasonably withheld or delayed. CommerceBlock may assign this Agreement at its discretion. This Agreement shall be binding upon and inure to the benefit of the parties’ successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.

17.3 Notices. Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (i) five (5) business days after mailing if sent by registered or certified U.S. mail, (ii) when transmitted if sent by email, provided that a copy of the notice is promptly sent by another means specified in this section, or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to you at the postal or email address indicated when you create an account for the Services. All notices shall be sent to CommerceBlock at the following email address: info@mainstay.xyz

17.4 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor thereof is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

17.5 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

17.6 Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

17.7 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous oral and written communications by the

parties concerning the subject matter of this Agreement, including any previously executed nondisclosure or similar agreements pertaining to confidentiality.

17.8 No Third Party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party’s employees, agents, contractors, partners of customers or upon any other person or entity.

17.9 Independent Contractor. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party’s personnel.

17.10 Statistical Information. CommerceBlock may anonymously compile statistical information related to the performance of the Services for purposes of improving the Services, provided that such information does not identify your data or include your name.

17.11 Governing Law. This Agreement shall be governed by the laws of England and Wales, without giving effect to its conflicts of law principles. All disputes under this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.