



# blockdraw

## Website Terms of Use

Version 1.0



## GENERAL

By accessing and using the [www.blockdraw.it](http://www.blockdraw.it) website and its sub-domains [tokensale.blockdraw.it](http://tokensale.blockdraw.it) and [token.blockdraw.it](http://token.blockdraw.it) (together, the “Blockdraw Website”) you agree to the following terms of use (collectively, these “terms”). Please read these terms carefully. If you do not agree to all of these terms, please do not use the Blockdraw Website or any information, links or content contained on the Blockdraw Website. Your access to and use of the Blockdraw Website constitutes your acceptance of and agreement to abide by each of the terms.

These terms may be modified, changed, supplemented or updated by Blockdraw (“we”, “us” or “our”) in its sole discretion at any time without advance notice. We suggest that you visit this page regularly to keep up to date with any changes. Your continued use of the Blockdraw Website will confirm your acceptance of these terms as modified, changed, supplemented or updated. If you do not agree to such revised terms you must stop using the Blockdraw Website and any information, links or content contained on the site.

## THIRD PARTY CONTENT

We may display third-party content, advertisements, links, promotions, logos and other materials on the Blockdraw Website for your convenience only. We do not approve of, control, endorse or sponsor any third parties or third-party content, and we make no representations or warranties of any kind regarding third-party content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Blockdraw is not responsible or liable for your use of or interaction with any third-party content. We are not responsible for any of the content on third party sites linked to the Blockdraw Website nor have we reviewed or approved of such sites or their content. We do not warrant that the links to these third party sites work or are up to date.

## INDIVIDUAL USER CONTENT

If you post, upload, input, provide or submit your personal data to us, including by way of example only, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, create an account on the Blockdraw Website or provide any feedback to us, you must ensure that the content provided by you is true, accurate, up to date and complete and that any such content does not breach or infringe the intellectual property rights of any third party. We do

not own, control or endorse any user content that is transmitted, stored or processed via the Blockdraw Website or which is sent to us and we are not responsible or liable for any such content. If you post content to the Blockdraw Website you are solely responsible and liable for all such content and represent and warrant to Blockdraw that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide that content to us; (ii) your content will not violate any agreements or confidentiality obligations; and (iii) your content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any other person or entity.

All personal data is processed by us in accordance with our Privacy Policy: <http://www.blockdraw.it/pdf/privacypolicy.pdf>

You agree to notify us immediately of any unauthorized use of any content you have posted to the Blockdraw Website, your account or any other breach of your security. We will not be liable for any loss or damages that you may incur as a result of someone else using your content. However, you could be held liable for losses incurred by Blockdraw or another party due to someone else using your content. You may not use anyone else's content or account at any time without the permission of that person or entity.

By posting, uploading, inputting, providing or submitting your content to us, you grant Blockdraw and its affiliates and partners a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your content and to sub-licence such rights to others. So that we can communicate with you effectively and provide accurate and up to date information to you, please ensure that any personal data you submit to us is accurate and up to date. Although we have no obligation to screen, edit or monitor content posted by users of the Blockdraw Website, we reserve the right, and have absolute discretion, to remove, screen or edit such content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of the Blockdraw Website or if you breach any of your obligations under these terms we may suspend your use of the Blockdraw Website at any time and for any reason. Any content submitted by you on the Blockdraw Website may be accessed by us globally.

## FEEDBACK

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us you do so at your own risk and not based on any request or solicitation from us. We reserve the right to use your feedback for any purpose at no charge and without

compensation to you. Do not send us feedback if you expect to be paid or want to continue to own or claim rights to it. If you decide to send us feedback, you acknowledge and understand that Blockdraw makes no assurances that your feedback will be treated as confidential or proprietary.

## ACCEPTABLE USE

You must only use content on the Blockdraw Website for its stated purposes. You must not use the Blockdraw Website to:

- publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of the Blockdraw Website;
- violate any applicable laws or regulations;
- use the Blockdraw Website or links on the Blockdraw Website in any manner that could interfere with, disrupt, negatively impact or inhibit other users from using the Blockdraw Website or links on the site or that could damage, disable, overburden or impair the functioning of the Blockdraw Website or our servers or any networks connected to any of our servers in any manner;
- create a false identity for the purpose of misleading others or otherwise misrepresent yourself to be another person or a representative of another entity or otherwise misrepresent that you have an affiliation with a person, entity or group;
- mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- disguise the origin of any material transmitted through the services provided by the Blockdraw Website (whether by forging message/packet headers or otherwise manipulating normal identification information);

- violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party);
- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising or any other form of unauthorised advertising or promotional material;
- access any content, area or functionality of the Blockdraw Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this site;
- obtain unauthorised access to or interfere with the performance of the servers which host the Blockdraw Website or provide the services on this site or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- attempt to gain unauthorised access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- obtain or attempt to obtain any materials or information through any means not intentionally made available through the Blockdraw Website or its services;
- harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- use any part of the Blockdraw Website other than for its intended purpose; or
- use the Blockdraw Website to engage in or promote any activity that violates these terms.

## AGGREGATED INFORMATION

We may gather information and statistics collectively about all visitors to the Blockdraw Website which may include the information supplied by you. This information helps us to design and arrange the Blockdraw Website pages in a user-friendly manner and to continually improve the site to better meet the needs of our users. We may share aggregate data with selected third parties to assist with



these purposes. All personal data is processed by us in accordance with our Privacy Policy <http://www.blockdraw.it/pdf/privacypolicy.pdf>

## **AGE RESTRICTED CONTENT**

The Blockdraw Wesbite is not intended for use by anybody under the age of eighteen. Blockdraw will never knowingly contact or collect personal or other information from individuals under the age of eighteen.

## **INTELLECTUAL PROPERTY**

Blockdraw retains all right, title and interest in and to the Blockdraw Website and its products and services, including all copyright, patents, trade secrets, trade marks, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other intellectual property rights and nothing on the Blockdraw Website may be copied, imitated or used, in whole or in part, without our express prior written consent. Blockdraw reserves all rights not expressly granted.

You must not reproduce, adapt, store, transmit, distribute, print, display, commercialise, publish or create derivative works from any part of the content, format or design of the Blockdraw Website.

Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other intellectual property or proprietary rights of Blockdraw or any third party by implication or otherwise.

## **INDEMNITY**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Blockdraw and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate

to: (i) your access to or use of the Blockdraw Website, products or services; (ii) your content; (iii) any feedback you provide; or (iv) your violation of these terms.

We reserve the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Blockdraw.

## DISCLAIMER

The Blockdraw Website and all information, products and services provided through it are provided “as is” and on an “as available” basis without any representations, warranties, promises or guarantees whatsoever of any kind including, without limitation, any representations, warranties, promises or guarantees regarding the accuracy, currency, completeness, adequacy, availability, suitability or operation of the Blockdraw Website, any products or services we may provide through it or the information or material it contains.

Blockdraw disclaims all representations and warranties, whether express, implied or statutory, with regard to the foregoing, including, without limitation: (a) any warranty with respect to the content, information, data, services, availability, uninterrupted access, or services or products provided through or in connection with the Blockdraw Website; (b) any warranties that the Blockdraw Website or the server that makes it available are free of viruses, worms, Trojan horses or other harmful components; (c) any warranties that the Blockdraw Website, its content and any services or products provided through it are error-free or that defects in the Blockdraw Website, its content or such services or products will be corrected; (d) any warranties of title or implied warranties of merchantability or fitness for a particular purpose; (e) any warranties that the Blockdraw Website will be compatible with your computer or other electronic equipment; and (f) any warranties of non-infringement. The materials and related graphics published on the Blockdraw Website could include technical inaccuracies or typographical errors. Changes are periodically added to the information contained on the Blockdraw Website. Blockdraw may make improvements and/or changes to the Blockdraw Website, its products, services and/or the materials described on the Blockdraw Website at any time.

In addition, to the maximum extent permitted by law, Blockdraw shall not be responsible or liable for:

(a) any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of the Blockdraw Website or any of its content;

- (b) any reliance on, or decision made on the basis of, information or material shown on or omitted from the Blockdraw Website;
- (c) any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on the Blockdraw Website (if any) and any representation or otherwise that we have or will ask for a candidate's information, will or have asked to interview or hire a candidate, or that any candidates will meet our needs;
- (d) any matter affecting the Blockdraw Website or any of its content caused by circumstances beyond our reasonable control;
- (e) the performance of the Blockdraw Website and any fault, delays, interruptions or lack of availability of the Blockdraw Website and any of the services or products provided through the site, which may occur due to increased usage of the Blockdraw Website, intermittent failures of the site or the need for repairs, maintenance or the introduction of new facilities, products or services; and
- (f) any information or material on any website operated by a third party which may be accessed from the Blockdraw Website.

In no event will Blockdraw be responsible or liable for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) regardless of whether Blockdraw has been advised of the possibility of such damages, liabilities, losses, costs or expenses, arising out of or in connection with:

- (a) the use or performance of the Blockdraw Website; (b) any provision of or failure to provide the Blockdraw Website or its services (including without limitation any links on the Blockdraw Website);
- (c) any information available from the Blockdraw Website; (d) any conduct or content of any third party; (e) unauthorised access, use or alteration of the transmission of data or content to or from us; or (f) the failure to receive in any way the transmission of any data, content, funds or property from you.

In no circumstances will the aggregate liability of Blockdraw arising under these terms exceed USD\$100.00.

## GENERAL

These terms are governed by the laws of the British Virgin Islands. All claims arising out of or relating to these terms will be litigated exclusively in the courts of the British Virgin Islands and we and you consent to personal jurisdiction in those courts.



These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have, such as taking action in the future.

If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable, and this will not affect any other terms contained herein.

If you have any questions regarding these terms, please contact us at [support@blockdraw.it](mailto:support@blockdraw.it)

## REVISION HISTORY

Revision	Author	Date	Status and Description
1.0	Administrator	Apr 16, 2018	Website Terms of Use