

TERMS OF SERVICE

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Welcome, and thank you for visiting the Qchain website (the “Site”). Qchain Co. (“Company”, “we”, “us” or “our”) provides related to our blockchain-based marketing and advertising technology (together with any other products or services we may offer from time to time, the “Products”) to you subject to the following terms of service (“Terms”). The Company Products are offered to you conditioned on your acceptance, without modification, of the Terms; if you do not agree to the Terms, you may not use the Products. Your use of the Products constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these Terms please contact us prior to using the Products.

We are frequently modifying, updating, expanding, and improving the Products. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy, Qchain tokens and other incorporated terms and policies at any time, in our sole discretion. Nonetheless, we encourage you to check the Site frequently to see the current Terms in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Terms and the revised effective date on the Site. Your continued use of the Products after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at the Company is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of the Company, and any other purported modifications or alterations or conflicting terms will be null and void.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL

ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Electronic Communications

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

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of any and all accounts and passwords you may have in connection with the Products and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under such accounts or passwords. You may not assign or otherwise transfer such accounts to any other person or entity. You acknowledge that the Company is not responsible for third party access to such accounts that results from theft or misappropriation of such accounts. The Company and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content. You are responsible for maintaining the confidentiality of such passwords and accounts, if any, and are fully responsible for any and all activities that occur under such passwords or accounts. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Products. We will not be liable for any loss or damage arising from your failure to comply with this Section.

The Company does not knowingly collect, either online or offline, personal information from persons under the age of eighteen (18). If you are under eighteen (18), you may not use the Products and may not enter into a Terms of Token Sale under any circumstances.

You acknowledge that we may establish general practices and limits concerning use of the Products, including without limitation the maximum period of time that data or other content will be retained by the Products and the maximum storage space that will be allotted on the Company's servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Products. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services

The Products may include certain services that are available via a mobile device, including (i) the ability to upload content to the Products via a mobile device, (ii) the ability to browse the Products and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Products through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Company account information to ensure that your messages are not sent to the person that acquires your old number.

Third Party Services

The Products may contain links to other websites ("Linked Sites"). The Linked Sites are not under

the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Certain services made available via the Products are delivered by third party sites and organizations. By using any product, service or functionality originating from the Products domain, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of Products users and customers.

Prohibited Uses and Intellectual Property

You are granted a non-exclusive, non-sublicenseable, non-transferable, revocable license to access and use the Products strictly in accordance with these Terms. As a condition of your use of the Products, you warrant to the Company that you will not use the Products for any purpose that is unlawful or prohibited by these Terms. You may not use the Products in any manner that could damage, disable, overburden, or impair the Products or interfere with any other party's use and enjoyment of the Products. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Products.

All content included on the Products[, except for Submissions (as defined below),] such as text, graphics, logos, images, as well as the compilation thereof, and any software (including in both object code and source code form) or other proprietary data or information used in connection with the Products (collectively, "Content"), is the property of the Company or its suppliers or licensors and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices,

legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Products, including any Content, in whole or in part. The Products and Content are not for resale. Your use of the Products does not entitle you to make any unauthorized use of any Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Content. You will use Content solely for your personal use, and will make no other use of Content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any Content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms. If you are blocked by us from accessing the Products (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Communication Services

The Products may but need not contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or

have received all necessary consents; upload any content that infringes any intellectual property or other proprietary rights of any party; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; upload any content that creates or poses a privacy or security risk to any person; upload any content that constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; upload any content that is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; interfere with or disrupt the Products or servers or networks connected to the Products, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of eighteen (18); further or promote any criminal activity or enterprise or provide instructional information about illegal activities; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Special Notice for International Use; Export Controls

The technology and software underlying the Products ("Software") available in connection with the Products and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Products or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Products.

Submissions

You may post, upload, input or submit to any Products or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submissions you are granting the Company, our affiliated companies and necessary sublicensees

permission to use your Submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

You will receive certain tokens for your Submission, as specified on the Site. All such Submissions will also be subject to revisions and contributions by other users (“Contributors”), where such Contributors will receive certain tokens for their revisions and contributions, as specified on the Site. The Company is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in the Company’s sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You are legally responsible for your Submissions on the Products, so for your own protection you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws. For clarity, applicable law includes at least the laws of the United States of America. Although we may not agree with such actions, we warn editors and contributors that authorities may seek to apply other country laws to you, including local laws where you live or where you view or edit content. We cannot offer any protection, guarantee, immunity or indemnification in relation to such actions.

Because all Submissions are collaboratively edited, all of the content that we host is provided by users like yourself, and we do not take an editorial role. This means that we generally do not monitor or edit the content of the Submissions, and we do not take any responsibility for this content. Similarly, we do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted community content. Instead, we simply provide access to the content that your fellow users have contributed and edited.

Because we provide a wide array of content that is produced or gathered by fellow users, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using the Products.

You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Company, its users and the public. You understand that the technical processing and transmission of the Products, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Third Party Accounts

We may permit you, from time to time, to connect your Company account to third party accounts. By connecting your Company account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Products are controlled, operated and administered by the Company from our offices within the USA. If you access the Products from a location outside the USA, you are responsible for compliance with all local laws, whether in the United States or in your jurisdiction. You agree that you will not use the Content accessed through the Products in any country or in any manner

prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, consultants, subsidiaries, affiliates and other related parties (each an “Indemnified Party”, harm from and against all demands losses, costs, liabilities claims, actions and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of or inability to use the Products or services, postings made by you, your violation of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses. Notwithstanding the foregoing, you will have no obligation to indemnify, defend or hold harmless any Indemnified Party from or against any liability, damages or costs incurred as a result of the gross negligence or willful misconduct of such Indemnified Party.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED “INDEMNIFICATION” IS INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

Disclaimers

YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PRODUCTS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCTS AT ANY TIME.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY AND ACCURACY OF THE COMPANY PRODUCTS, INCLUDING THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED THEREIN, FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PRODUCTS AND ALL RELATED INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE PRODUCT AND SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE AS PART OF OR IN CONNECTION WITH THE PRODUCTS WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES, AND, IN PARTICULAR, YOU ACCEPT ALL RISK AND LIABILITY IN CONNECTION WITH YOUR PARTICIPATION IN THE THREAT ANALYSIS PORTION OF THE COMPANY PRODUCTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED "DISCLAIMERS" IS INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PRODUCTS, WITH THE DELAY OR INABILITY TO USE THE PRODUCTS OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, OTHER PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE PRODUCTS, OR OTHERWISE ARISING OUT OF THE USE OF THE COMPANY PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES; OR (B) ANY AMOUNT, WHETHER INDIVIDUALLY OR IN THE AGGREGATE, EXCEEDING \$25. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PRODUCTS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COMPANY SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

USE OF THE PRODUCTS IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT

GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, THIS SECTION.

Termination

The Company reserves the right, in its sole discretion, to terminate your access to the Products and its related services or any portion thereof at any time and for any reason, without notice.

Reviews and Comments

We may, from time to time, permit you or other visitors to post reviews, comments and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. The Company reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver.
PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Products or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. A party who intends to seek arbitration must first send to the other, by

certified mail, a written Notice of Dispute (“Notice”). The Notice to the Company should be sent to 4208 Palo Verde Road, Irvine, CA 92617 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled. The arbitration will take place in the city of San Francisco, California, or if that is deemed inappropriate, the federal judicial district of your residence. As used in this Section, “we” and “us” mean Qchain Co. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Products or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically. You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party’s patent, copyright, trademark, or trade secret

shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in the city of San Francisco, California. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before the state or federal courts located in the city of San Francisco, California in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within the city of San Francisco, California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost- prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly

permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration

provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in the city of San Francisco, California.

Notwithstanding any provision in these Terms to the contrary, the Company agrees that if it makes any future change to this arbitration section (other than a change to the Notice Address) while you are a user of the Company Products, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Products and the Company will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Products.

General

These Terms will be governed by the laws of the State of Delaware without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and the Company agree to submit to the personal and exclusive jurisdiction of the state or federal courts of the State of Delaware and the United States, respectively, sitting in New Castle County, Delaware. The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of the Company, but the Company may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Products. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Products or information provided to or gathered by the Company with respect to such use.

Unless otherwise specified herein, these Terms constitutes the entire agreement between the user and the Company with respect to the Products and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Products, except for any Terms of Token Sale into which you enter

with the Company. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Your Privacy

At the Company, we respect the privacy of our users. For details please see our Privacy Policy. By using the Products, you consent to our collection and use of personal data as outlined therein.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Qchain Co., 5141 California Avenue, Irvine, CA 92617.

Contact Us

The Company welcomes your questions or comments regarding these Terms via email at team@qchain.co.