DCS BLOCK ALPHA (PTY) LTD
("Block Alpha"or "DCS")

Terms and Conditions Applicable to Use by Clients
("Terms of Use")

TERMS AND CONDITIONS APPLICABLE TO ALL PERSONS WHO SUBSCRIBE TO OR USE THE SERVICES PROVIDED BY BLOCK ALPHA ("Client" or "you").

OVERVIEW

Block Alpha manages online software as a service including its website, mobile applications, application program interfaces and social media platforms, inclusive of add-ons, built-in services and technical support (separately and collectively "the Software"), to its clients.

These Terms and Conditions constitute a legally binding agreement between Block Alpha and its clients regarding their access to and use of the Software, which includes, without limitation, registering for a Client account ("Client Account") entitling the use of the Software. By registering for a Client Account and/or or by accessing or using the Software, you agree to be bound by these Terms and Conditions.

Block Alpha reserves the right to amend from time to time and to post such amended terms on its website, and all persons using the Software will be deemed to have red and to have accepted such amended terms and to be bound by them, from the date of introduction of such terms.

This document contains very important information regarding your rights and obligations, as well as terms and conditions, limitations, and exclusions. Please read these terms and conditions carefully before accessing or making any use of the Software. By accessing or making any use of the Software, and/or by registering for a Client Account you agree and confirm that:
- you have read, understood, and agreed to be bound by these Terms and Conditions;
- you accept all the following terms conditions and obligation;
- you are of sufficient legal age and capacity to use the Software;
- your use of the Software is entirely at your discretion and you accept full responsibility in this regard; and
- these terms and conditions also apply to the purchase and sale of products and services by Clients through the Software.

In addition, you are referred to Block Alpha's "Privacy Policy", "POPI Manual" and "PAIA Manual", all of which are posted on its website and which may be amended from time to time, which are deemed to form part of these Terms and Conditions, and which documents you will be deemed to have red and accepted.

If you are entering into these Terms and Conditions on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms and Conditions, in which case the terms "you" and "your" shall refer to such entity and its affiliates

and not to you personally. If you do not have such authority, you must not accept these Terms and Conditions and you may not use the Software.

Block Alpha may update or revise these Terms and Conditions from time to time by providing notice of such updates or revisions on its website and/or the Software. You agree that you will review these Terms and Conditions periodically. If you do not agree to the terms of these Terms and Conditions or any modified version of these Terms and Conditions, your sole recourse is to terminate your use of the Software. If you breach any of these Terms and Conditions, your authority to use the Software automatically terminates and you must discontinue all use of the Software.

THE SOFTWARE
The Software provides you with tools that allow you to access third party trading exchanges so you can trade and manage your crypto currencies held in the wallets of the third party exchanges.

The tools provided by Block Alpha enable you to:
(i)   place buy/sell orders on one or several third party crypto currency exchanges using the capabilities of third-party public APIs and "Trading Terminal" features of Block Alpha;
(ii)   configure the parameters of automated trades, which will execute crypto currency trade orders automatically on third party crypto currency exchanges within those established parameters and without the need for additional human interaction or intervention;
(iii) for an additional fee, elect to follow and receive additional information from third parties who use the Software as a platform to distribute their own information to Clients who have subscribed to their feed or distribution list;
(iv)   use Block Alpha application programming interfaces and API-related specification documents ("Block Alpha API" or "API") to establish an electronic connection to third-party services.

All the market analysis provided and trade calls that come through the Software are purely for educational and informational purposes, and are not be construed as offering financial advice under any circumstances. Block Alpha accepts no responsibility whatsoever for your interpretation of any of the information, charts, and market signals provided, or for any trading decisions you take in consequence.

RISK
Investing and trading in crypto currencies carries a high risk and you accept all such risks and full responsibility for all transactions entered into using the Software and in placing trades. Block Alpha does not provide any advice or recommendations regarding the placing of trades on the trading platforms, and all trades placed by clients are entirely at their own discretion and risk.

Crypto currencies do not fall within the definition of "financial products" as defined in the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS), and in consequence crypto currencies are not regulated by this act, and hence FAIS does not govern any aspect of trading in crypto currencies, or our obligations to you in this regard.

WARRANTIES
Block Alpha does not warrant that access to and use of the Software, inclusive of access to third party trading exchanges and platforms, will be uninterrupted or error free. Block Alpha does not accept any liability for any trades or orders to buy or to sell that were not placed, incorrectly placed and so forth as a result of fault on or the un-availability of or inability to access a trading platform at any time, and its accompanying performance issues. Among other things, the operation and availability of the systems used for accessing the platform and using the Software,

including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the platform and use of the Software. BLOCK ALPHA is not in any way be held responsible for any such interference or prevention of your access to or use of the platform or the Software.

Block Alpha provides no warranties or representations regarding the software including but not limited to that (i) the software will meet your requirements; (ii) the software will be uninterrupted, timely, secure or defects-free; (iii) the results obtained from use of the software will be accurate or reliable; or (iv) that any as well-known or as still not detected defects will be corrected.

DISCLAIMER

Block Alpha provides access to third party trading exchanges and software to assist clients to invest in and to trade crypto currencies. Block Alpha does not provide financial, investment, legal, tax or any other professional advice. Block Alpha is not a broker, financial advisor, investment advisor, portfolio manager or tax advisor. You acknowledge and agree that Block Alpha is not responsible for your use of any information that you obtain on the Software. Your decisions made in reliance on the products or services or your interpretations of the data are entirely your own for which you have full responsibility. You expressly agree that your use of the service is at your sole risk.

You acknowledge and agree that you may lose some or all of your funds and the funds of your clients if applicable. Crypto currencies are a new and insufficiently tested technology. In addition to the risks included herein, there are other risks associated with your use of the Software, and the purchase, holding and use of crypto currencies, including those that Block Alpha cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.

MARKETPLACE SIGNALS

Signals Provider does not publish advice about using crypto currency or trading crypto currencies. While the website contains information on an algorithmic indicator created by Signals Provider, it is not giving its reader any financial advice. We are not liable for any data the indicator provides as they are for informational purposes only. We will not be liable, whether in contract, delict (including negligence) or otherwise, in respect of any damages, expenses or other loss you may suffer arising out of such information or any reliance you may place upon such information.

Our content is intended to be used and must be used for informational purposes only. It is very important to do your own analysis before making any investment based on your own personal decision and circumstances. You should take independent financial advice from a professional in connection with, or independently research and verify, any information that you find using the Software, including the Signals Provider, or on third trading exchanges or trading platforms or in any other information made available to you and on which you wish to rely upon, whether for the purpose of making an investment decision or otherwise.

Past performances by the algorithmic indicator is not a guide to the future. For the avoidance of any doubt, neither Signals Provider nor any of our associated companies or any of our staff and employees hold themselves out as Commodity Trading Advisors ("CTAs") Or Authorized Financial Advisors ("AFAs"). Given this representation, all information, data and material provided by Block Alpha via Signals Provider or the Software or by any of our associated companies or any of our employees, is for educational purposes only and should not be considered specific investment advice.

PROVISION OF THE SOFTWARE

You agree that your order is an offer to buy, under these Terms of Use, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

Upon accepting your order, Block Alpha grants you a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to use the Software when you complete and submit the sign-up form on the Software and only as permitted by these Terms and Conditions.

You acknowledge and agree that the form and nature of the Software (or any features within the Software) may change from time to time without prior notice to you.

You acknowledge and agree that we may stop (permanently or temporarily) providing the Software (or any features within the Software) to you or to users generally, at our sole discretion, without prior notice to you. You may stop using the Software at any time in accordance with the terms of these Terms of Use.

You acknowledge that Block Alpha API is an integral part of the Software and is subjected to all the provisions of these Terms and Conditions including the liability for illegal use of computer software. Please be informed that an access to regular and documented features of API may become available as automatically after registering your Client Account as upon your request to Block Alpha support service. You agree to use the API solely for developing and establishing an electronic connection to third-party services that: (i) have provided such functionality as the regular feature of their software or information system; (ii) have granted and authorized you with such access; (iii) have regulated cooperation and/or have concluded agreements with you in accordance with the laws of your respective jurisdiction.

PRICES, PAYMENT TERMS AND REFUNDS

a. All prices, discounts, and promotions posted on the Software are subject to change without notice. The price charged for a product or service will be the price advertised on the Software at the time the order is placed, subject to the terms of any promotions or discounts, your geographical location or residence, and chosen payment method. You will be charged the price advertised at the time the order is placed, in accordance with the chosen frequency of payment (monthly, quarterly, semi-annually, yearly etc.) until terminated as outlined under these Terms of Use. Our price charged will be clearly stated in the transactions history section of the Software after completion and confirmation of each transaction by the third party payment service provider.

b. If we increase our prices, that increase will only apply to purchases made after the date the increase comes into effect. The prices posted in the Software may not include applicable discounts or taxes until the profile data in your Client Account is fully completed by you. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

c. Additional charges or taxes may be applied by your payment service provider, issuer bank or intermediary which are beyond our control.

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d. You must initiate payment or unconditionally agree to advance debit for the charges related to the Software or other products or services when submitting the order. If you do not complete this payment to our satisfaction, we will cancel your order.

e. You can use any available and the most convenient payment method currently available in the Software for all purchases. However, Block Alpha does not guarantee the availability of any payment method at any moment. Block Alpha may add, remove or suspend any payment method temporarily or permanently by its own discretion.

f. Any payments you make in the Software and for the Software may be subjected to VAT (value added tax) with appropriate rate and in accordance with the law of jurisdiction you established. Block Alpha accrues and charges VAT for your payments based on the geographical location you established, that is automatically determined by the IP address of your device and/or manually provided by you to Block Alpha when entering your billing address.

   If you disagree with the information that was determined automatically, you are obliged to provide us with your billing address, given that the Software will be used at this location; by entering the address data in the Software when proceeding with the payment; and by sending us a valid proof of this residential address afterwards.

g. You represent and warrant that: (i) the payment information you supply to us and any payment service provider ("PSP") we may use is true, correct and complete, (ii) you are duly authorized to use such payment method for the purchase, (iii) charges incurred by you will be honoured by the issuer of your payment method, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the Software at the time of your order.

h. Unless otherwise required by law, we have no obligation to provide a refund or a credit. Due to the nature of the Software as a digital product, no refunds are granted without clear, justified and legitimate reasons. We will assess any refund request for fees payable in advance on its merits and in the manner set forth in these Terms and Conditions.

i. You understand that you are purchasing the Software from Block Alpha via a PSP. Unless otherwise required by law, you are obligated to contact Block Alpha support service for any issues related to payment transactions before contacting the PSP or financial institution. You are not to open multiple disputes or submit multiple appeals to Block Alpha or elsewhere at the same time.

ACCOUNTS

To use certain features on the Software, you must register for a Client Account and complete a profile. You must be over the age of eighteen (18) to register for a Client Account. You are solely responsible for ensuring that the use of the Software in accordance with these Terms and Conditions in your jurisdiction of residence is permitted by law or regulation. If such use is not permitted by law, we prohibit all access to and use of the Software.

As part of the registration process, you will be required to provide us with certain information, such as your email address and a password. For more information about the information that we collect, please see our Privacy Policy at http://blockalpha.blockalpha.net/assets/policies/200708030921DCS%20Block%20Alpha%20Privacy%20Policy%2024042020.pdf, you agree that you will provide accurate, current and complete information about yourself and promptly update all information in your Client Account to ensure that your Client Account is accurate, current and complete. You may update or change your Client Account settings at any time. You are not permitted to provide any unauthorized person with access to your Client Account.

If you are creating a Client Account on behalf of a company, you represent and warrant that you have been authorized and have the necessary authority to create the Client Account and that you have shared all email addresses, passwords and access credentials with other authorized representatives of the company.

ACCOUNT CONFIDENTIALITY
Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that, should you be provided a Client Account, your Client Account is personal to you and you agree not to provide any other person with access to the Software or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the unauthorized use of your Client Account arising from a failure on your part to maintain the confidentiality of your password.

TRIAL OR PREVIEW ACCOUNT
If you have elected to use a free trial, we will make the Software available to you on a preview or trial basis free of charge ("Trial"). By participating in this Trial, you agree to be bound by our Terms and Conditions and the following additional terms in this subsection 6.2 ("Trial Terms"), provided that in the event of a conflict the Trial Terms shall govern.

The Trial period will be until the earlier of (a) the end of the preview or free trial period for which you registered, or (b) the start date of any purchased Software subscription, or (c) termination at any time at the sole discretion of Block Alpha. At the end of the Trial, any trades you initiated through the Software during the Trial will continue but may take longer to complete and you will no longer have access to any data you entered into your Client Account and such data will be lost unless you upgrade to a paid subscription prior to the expiration of the Trial.

We reserve the right, in our absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

CLIENT ACCOUNT FUNCTIONALITIES
The specific Client Account functionalities will be those advertised on the Software at the time the order is placed.

ACCOUNT TERMINATION AND CANCELLATION
You have the right to close your Client Account at any time once all obligations associated with your Client Account have been completed.

You acknowledge and agree that if we disable access to your Client Account, you may be prevented from accessing the Software.

USE OF THE SOFTWARE BY YOU
Your use of the Software is subject to all applicable statutory and common laws and regulations of the Republic of South Africa.

Unless you have been specifically permitted to do so in a separate agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade or resell or otherwise make available to any third party any part of the Software or any of our products and services for any purpose.

You agree that you will not use the Software to:
- access content and data that is not intended for you;
- restrict, disrupt or disable service to users, hosts, servers or networks or otherwise attempt to interfere with the proper working of the Software;
- promote or engage in any unlawful or illegal activities or internet abuse, including unsolicited advertising and spam;
- promote, upload, post, or otherwise make available any material that is abusive, harassing, obscene, vulgar, hateful, sexually explicit, invasive of another's privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, religion, nationality, disability, sexual orientation, age, family status or any other legally protected class;
- upload, post or otherwise make available any material that contains viruses, worms, malware or other malicious software;
- upload, post, or otherwise make available any material that you do not have a right to make available or that infringes any patent, trade-mark, trade secret, copyright or other proprietary rights of any person. You shall be solely liable for any damage resulting from any infringement of the intellectual property of any third-party;
- create a false or clearly fictional profile;
- engage in any activity that interferes with or disrupts the use of the Software, including but not limited to hacking or bypassing any measures we may use to prevent unauthorized access to the Software;
- engage in any activity that attempts to reverse engineer, disassemble, decompile, hack or extract any proprietary software used to maintain the Software;
- track, trace or harvest any information on the Software or any other person who visits the Software; or
- sell, distribute, copy, sub-license, loan, transfer, duplicate, reproduce, trade, resell, or otherwise monetize the Software without our prior express written consent.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and Conditions and for the consequences (including any loss or damage which we may suffer) of any such breach.

USE OF THE SOFTWARE THROUGH MOBILE DEVICES
You may access and use the Software through a mobile device, including through a mobile application. You are solely responsible for any prerequisite software and hardware requirements and for any data charges and fees associated with accessing and using the Software through a mobile device.

CLIENT DATA
Ownership of Client Data

As between Block Alpha and yourself, as our Client, you exclusively own all rights, title and interest in and to all data submitted by or for yourself to the Software or collected and processed by us or for you using the Software ("Client Data"). Block Alpha does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data.

AGGREGATED DATA
You hereby grant Block Alpha a non-exclusive, transferable, assignable, irrevocable, royalty-free, worldwide, perpetual license to create aggregated, anonymized and de-identified Client Data ("Aggregated Data") and to use such Client Data, and all modifications thereto and derivatives thereof, for any purpose, including, without limitation, to improve the Software, conduct research, develop new products and services and understand usage and for predictive analytics and insights, and to advertise our services. Block Alpha shall own all Aggregated Data and may transfer or assign any of its rights in the Aggregated Data to any third party. Block Alpha warrants and represents that it is using methods and processes that are meant to ensure the irreversibility of the Aggregated Data.

LINKS TO THIRD-PARTY PLATFORMS AND TRADER BOT INFORMATION
Use of certain links on the Software will direct you to third party (including but not limited to Enterprise Partners) feeds, software, websites or mobile applications (collectively, "Third Party Platforms"). Such Third Party Platforms are not under the control of Block Alpha, and Block Alpha is not responsible for the contents of any such Third Party Platforms or any link contained in such Third Party Platform. Links to Third Party Platforms included on the Software are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such Third Party Platform or the products or services or information offered therein. If you decide to access any Third Party Platform information linked to the Software, you do so entirely at your own risk. You acknowledge and agree that Block Alpha shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third party Platforms or information.

PRIVACY AND PERSONAL INFORMATION
By accessing or using the Software, you understand that we will collect and use certain information about you, including personal information. For more information about our collection, use, disclosure and protection of your personal information, please read our Privacy Policy here:
http://blockalpha.blockalpha.net/assets/policies/200708030921DCS%20Block%20Alpha%20Privacy%20Policy%2024042020.pdf. Questions or requests with respect to your personal information may be sent via email to support@blockalpha.net

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The contents of the Software include, without limitation, all information, data, products, materials, services, software applications and tools, APIs, design elements, text, images, photographs, illustrations, audio and video contents, artwork and graphics contained therein or otherwise made available to you in connection therewith (collectively the "Contents") and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term Software includes all of the Contents.

The Software together with all trade-marks and other intellectual property displayed, distributed, or otherwise made available via the Software, is the exclusive property of Block Alpha, and its successors, assigns, licensors, and/or suppliers. Unless you have agreed otherwise in writing with Block Alpha, nothing in these Terms and Conditions gives you a right to use any of the Contents,

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Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable statutory and common laws and regulations.

The limited rights granted to you under these Terms and Conditions may be revoked by us at any time for any reason whatsoever.

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Any third-party content, data, information, or publications made available through the Software are furnished by us or any of our associated companies are on an as-is basis for your convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties are those of the respective authors or publishers and not of Block Alpha. Block Alpha disclaims any warranty or representation, either express or implied, that the information in such publications is accurate or complete.

WARRANTY DISCLAIMER
To the maximum extent permitted by law, and except as may be expressly provided herein, your use of the software is provided to you "as is" and "as available". Block Alpha, its respective directors, officers, employees and agents expressly disclaim all other representations, endorsements, warranties, and conditions, express or implied, including, without limitation, any representation, warranty or condition of merchantability, fitness for a particular purpose, title, or non-infringement, completeness, security, reliability, suitability, accuracy, error-free, availability or uninterrupted service, that defects will be corrected, that our software or the server that makes it available are free of viruses or other harmful components or any warranty arising from a course of dealing, performance, or trade usage. Your sole and exclusive remedy, and our sole obligation to you or any third party for any claim arising out of your use of the software, is that you are free to discontinue your use of the software at any time.

We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the software will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the software and your computer, internet and data security. To the maximum extent permitted by applicable law, Block Alpha, its respective directors, officers, employees and agents will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mail-bombing or crashing, viruses, Trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Software or any services or items found or attained through the Software or to your downloading of any material posted on it, or on any third party platform linked to it.

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LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law you expressly understand and agree that Block Alpha and their respective directors, officers, employees or agents shall not be liable to you for any direct, indirect, incidental, special or consequential damages which may be incurred by you in connection with your use of the Software, however caused and under any law or claim relating to legal liability including, but not limited to, any loss of profit, lost opportunities, loss of data suffered, or other intangible loss. The maximum aggregate liability of Block Alpha to you shall in all circumstances be limited to R100.00.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Block Alpha, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Software, including, but not limited to, your use of third party trading exchanges and platforms and any use of their content, services, and products.

TERM, TERMINATION AND CANCELLATION

The term of your paid subscription and the license granted hereunder will remain in effect until terminated by either you or Block Alpha. We may terminate your use of the Software and/or access to the Contents, APIs, features, functionality, products and services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

If Block Alpha detects unauthorized or suspicious actions with your Client Account, it may be temporarily blocked until all the circumstances have been clarified and, if necessary, determine whether your client procedures have been carried out. A Client Account can also be terminated if you do not provide the required clarifications within the time requested.

If you want to terminate your Client Account, you may do so by closing your Client Account, where we have made this option available to you. Your Client Account will be closed within thirty (30) days provided that: (i) any disputes in which you have been involved have been satisfactorily resolved; and (ii) you have completed any other obligation(s) associated with your use of the Software.

When these Terms and Conditions come to an end, all of the legal rights, obligations and liabilities that you and Block Alpha have benefited from, been subject to (or which have accrued over time while the Terms and Conditions have been in force) or which are expressly or impliedly to continue indefinitely, with particular reference to our limitation on warranties, disclaimers, indemnification and any other provision relating to the limitation of liability to you to shall be unaffected by such termination.

SUPPORT AND REPORTING

We only provide support services for the operation of the Software. Should you become aware of misuse of the Software including libellous or defamatory conduct, you must report it to Block Alpha. We recommend contacting us for assistance if you experience any issues regarding the Software in the following ways:

1. by requesting via "Support" form embedded into the Software (when logged in to your Client Account);
2. by sending email to support@blockalpha.net

GENERAL
1. These Terms of Use, including the Privacy Policy and any other URL incorporated by reference in these Terms and Conditions constitute the entire agreement between you and Block Alpha relating to your use of and our provision of the Software.
2. The parties agree that if a party does not exercise or enforce any legal right or remedy which is contained in these Terms and Conditions (or which it has the benefit of under any applicable law), this will not be taken to be a formal waiver of its rights and that those rights or remedies will still be available to the party.
3. If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms and Conditions and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.
4. The parties hereto confirm that they have requested that these Terms and Conditions and all related documents be drafted in English. Any translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties.
5. No e-mail address found on the Software may be harvested or otherwise used for purposes of solicitation.
6. The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
7. These Terms and Conditions will be governed by and construed in accordance with the law of South Africa, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of South Africa or any other jurisdiction) and notwithstanding your domicile, residence or physical location. Any action or proceeding arising out of or relating to the Software or these Terms and Conditions will be instituted in the courts of South Africa and each party irrevocably submits to the exclusive jurisdiction of such courts, and in particular to the High Court of Durban, in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.
8. You will not assign any of your rights or delegate any of your obligations under these Terms and Conditions without our prior written consent. Any purported assignment or delegation in violation of this subsection h) is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use.
9. Notices.
    1. To You. We may provide any notice to you under these Terms and Conditions by: (i) sending a message to the email address you provide to us and consent to us using; or (ii) by posting to the Software. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current and check for incoming messages regularly.
    2. To Us. To give us notice under these Terms of Use, you must contact us by email at support@blockalpha.net
10. To request the consent of Block Alpha for any of the actions for which such consent is required under these Terms of Use, please send an email to support@blockalpha.net reserves the right to refuse any such requests in its sole discretion.

These terms and conditions are effective as of 1 October 2020.

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