

CellBlocks OU  
Terms of Service  
Updated: Jan. 4, 2018

With this document, you agree to the Terms of Service, here called either "Terms of Service or "Terms," between you and CellBlocks OU. CellBlocks OU is officially registered in Gibraltar. The address of the office is Suite 4, 2nd Floor 209 Main Street Gibraltar

CellBlocks OU may be referred to in this document as "Company" or as "CellBlocks." You may be referred to in this document as "you," "user" or as "purchaser." When you make a purchase of CellBlocks Tokens or use any CellBlocks services, technologies, functions or features on its website, you accept the terms outlined in this document. The CellBlocks website will be referred to as "site," and "services" will refer to any other other services provides by CellBlocks. CellBlocks will be referred to as "we," "us" or "our."

To access the site and use the service, you agree to accept these terms and to comply with them. All visitors to the site and all users of CellBlocks services accept and comply with these terms. If these terms will be amended, we will notify users by posting to the site the revisions and updating the date on the "Last Updated" area that is above, or we may choose another way of appropriately notifying users of the changes. Beyond these methods, we do not have any obligation to provide any other means of notification. When there is a change to the terms, those changes will immediately go into effect once notice has been given, and all use of the site of CellBlocks services will be bound by those changes. When you use the service in any way, you agree to these terms. Do not access the service if you disagree with these terms in any way. In this document, these general stipulations are given for using the CellBlocks website. The Token purchase conditions are contained in the document

## **Terms of Token Sales on the site.**

### **1. Site Use Qualifications for Users**

The user must be at least 18 years old and must be legally allowed to use Internet services and the services provided by CellBlocks, according to the jurisdiction you live in as well as the laws of Gibraltar. You must be in good standing with CellBlocks and not have had your right to use CellBlocks services revoked or suspended by us.

### **2. Prohibited and Illegal Site and Service Use**

You agree and represent that you will not use our services or the site for any use that is illegal, criminal or that is otherwise prohibited. These uses may include drug trafficking, terrorism, tax evasion, weapon trafficking, money laundering, human trafficking or securities fraud, and prohibited uses are not limited to these activities. You also agree and represent that your use of our site or services will not be in the assistance of another party's illegal activities. You agree and represent that you will not use our services or site to do any of the following: sending or distributing spam messages, sending or posting chain letters or junk communications or improperly accessing or reverse engineering any of the underlying code of the site or the

platforms or to access its technical mechanisms. You agree not to cause any damage to CellBlocks or to the site in any way, including: malware, hacking, using the wrong credentials, viruses, brute-force attacks, phishing, SQL exploits or any other actions that would intercept the site detrimentally, interrupt it, damage its information or alter the functionality of the site. You agree and represent that you will not transfer your account access or any of your rights that have been given to you by the terms. Your account information is defined below.

### 3. Your Account and Registration

To use our services, you are required to create a CellBlocks account. You agree and represent that the information that you submit when you create your account is correct, complete and current. You also agree to notify CellBlocks promptly if your information changes and those changes would cause your account's information to be inaccurate, incomplete or out of date. You agree and represent that your account may not be registered completely before you have suitably confirmed, as decided by us, your email address. You may be required by CellBlocks to submit more information such as identification, your physical address information and the precise source of your funds while using our services at any time. If this information is refused by you, or if we determine that you are not allowed to use our services for whatever reason, your use of our services will be denied.

If this occurs, your Tokens purchase will be canceled, and your funds will be refunded via the same type of payment that you made, going to the same bank account, wallet address or a payment process from a third party that the funds came from. If there is a refund amount to be refunded, we may deduct a cost for the transaction from that amount. The information that we may request from each CellBlocks user may be different. You agree and represent that you will be the only person to use and access your account. You may not supply your log-in credentials to anyone else or transfer the use of your account to any other party without written authorization from us. Any activity from and through your account is your responsibility, and this obligation cannot be transferred to any other party. You agree that if you believe that there has been a breach of security or a vulnerability of the services or site, you will notify CellBlocks. There is no confirmation from CellBlocks when funds are deposited into your account, other than the display of the updated account deposit balance on the site. CellBlocks and any purchasers may enter an agreement on certain conditions, including commercial ones, that may differ from the conditions that are described in this document.

### 4. Vulnerabilities and Blockchain Issues that Cause Damage

Anytime you use the Internet, that action may not be a secure one. You agree that CellBlocks has no responsibility at all for the alteration, loss or interception of any information that is transferred through the Internet. Reasonable steps are taken by CellBlocks to boost the privacy and security of all information that users transmit while using our services. However, none of that information at any time can be considered

confidential. If that information is disclosed to a third party, whether it is intentional or accidental, and even in the case of negligence, CellBlocks is not responsible and will not be held responsible for liability. Reasonable precautions are taken by CellBlocks to prevent attacks and to mitigate them. But, they may occur, and those problems are not within our control.

If CellBlocks believes that the site or its Tokens have been attacked or are otherwise compromised, we have the right to stop all of the site's services immediately. If we find that an attack has caused a Token to quickly lose its value or to cause site damage or the threat of damage to it or to users, we can discontinue the activity of the Token immediately at our own discretion. The resolution of a case that concerns account balances, withdrawals, funds deposits, services or any other types of disputes that related to a Token that has been attacked will be resolved based on the circumstances of the case. We do not make any representation and do not provide a warranty of the site's safety, and we are not liable for stolen property or value lost even if CellBlocks has been negligent in the security that is provided by the site.

#### 5. CellBlocks Provides No Financial, Legal or Other Professional Advice

The services that we provide should never be considered to be financial, legal, professional, expert or specialized advice that any user should depend on, and CellBlocks has no liability for those who use the site or its services. If you use the site, you agree that you have gotten the financial, legal or other specialized advice from a qualified expert who is able to provide this advice, or that you have enough knowledge on your own to evaluate the merits and risks that exist when using Token management and/or Blockchain and our offerings and that you are able to use our services competently. We do not provide any warranty covering how suitable our services or Tokens are and we have no fiduciary duties owed to you. You agree and warrant that you are able to understand that any CellBlocks commentary or recommendations, coming from the company, other users or the company's employees, is of a general nature and that you must use your personal judgment or expert advice before you act regardless of statements from any of these sources. We do not provide any assurance of the completeness or the accuracy of any statements made by these sources.

#### 6. Your License

The license that we grant you to use our site and services is limited and is not transferable or exclusive. Your license is bound by these terms. Any use of our services that is not specifically allowed by these terms is not allowed. Any other rights are reserved by us and our licensors, including any functions or content that are presented on the CellBlocks site or our services. The CellBlocks name, its URL, all logos that it uses or displays on the site are registered marks or trademarks owned by CellBlocks or its affiliates. You agree that you will not claim ownership of, redistribute, reverse engineer, use on other sites or in other works, deconstruct, license or otherwise use our functionality or content without our prior written permission.

## 7. Termination of Your License

We reserve the right to suspend or terminate your license to use our services without any notice and without any liability for any reason we choose, including any breach of our terms. There is nothing in our terms or in any other action or communication from CellBlocks, our representatives, employees or agents, that can be taken as a legal waiver that is available for any action or event that causes your license to be terminated. Every provision in these terms will survive termination, including disclaimers, ownership provisions, indemnity, limitations or disclaimers of liability of obligations and anything else that is presented.

## 8. Our Services and the Copyright of Communications

You agree and affirm that any communications, information or materials that are transmitted between us and the user by any means and in any form, are not confidential. They become the exclusive property of CellBlocks. We own all rights to intellectual property to any materials and communications, and we have the right to disseminate them for any legal reason and with absolutely no restrictions, whether the purpose is commercial or not, and without compensating or notifying the user. You agree to waive any right to recovery or litigation for any damages that you perceive have been caused by any legal use of this information.

## 9. Indemnification Agreement

You agree and affirm that you exculpate and indemnify CellBlocks as well as its employees, affiliates, service providers and representatives, finding all harmless from any demand or claim that is lawfully permissible that is in any way related to using our services, including your breach of these terms, your violation of a rule, law or the rights of any other party as well as any other demands or claims. You agree that you will pay any costs, including legal fees, that are incurred by us or any other parties who are indemnified as a result of actions that you take.

## 10. Warrant and Guarantee Disclaimer

There is no guarantee made by CellBlocks of the performance level of our services or of their uninterrupted or continued availability. None of the information on the site is guaranteed as accurate. We disclaim any guarantee or warrant that is not specifically presented in these terms.

## 11. The Venue and Applicable Law

The construction, interpretation, performance and validity of the terms in this document as well as all transactions and acts hereto pursuant, and the obligations and rights of all parties hereto will be interpreted, construed and governed by Gibraltar's laws, with no effect given to any conflicts of those laws. The Token sale terms, the privacy policy

and the terms of service are one rule set that regulates the relationships that exist between CellBlocks and the purchaser. It is prohibited to partially accept the rules. They are accepted only in full. If there is ever a conflict between the terms of service and the terms of Token sale, the terms of Token sale will be considered the prevalent terms. If there is any conflict between the privacy policy and the terms of service, the prevalent terms will be the terms of service.

## 12. Arbitration Agreement

Other than any suits, disputes, actions, claims, demands, causes of action or proceedings, hereby collectively called "disputes," that involve one party seeking injunctive relief, or any other relief, for use of intellectual property that is alleged to be unlawful, including but not limited to trademarks, copyrights, logos, trade names, patents or trade secrets, CellBlocks and you waive CellBlocks and your rights to have any dispute that is related to or arising from this document heard and resolved in a county court. You agree to waive CellBlocks and your rights to a jury trial. Any dispute between you and CellBlocks will instead be arbitrated through binding arbitration. The arbitration is the referral of the dispute to a person or group of people who will review the dispute and make a resolving determination that is binding and final instead of the dispute being sent to court for a decision from a judge or jury.

## 13. No Class Action, Class Arbitration or Representative Actions Allowed

Any dispute that arises from the terms or from anything related to them is between you and CellBlocks and will only be resolved through the use of individual arbitration. It cannot be brought into arbitration as a class action, a class arbitration or as another representative proceeding type. No arbitration or class arbitration is allowed in which one person tries to solve a dispute by representing a different individuals or a group of people. Also, no dispute can be introduced as a class action or any other representative action, whether that is brought to arbitration or outside of it, or brought on behalf of any group of people or any other person.

## 14. The Procedure of Arbitration

If the applicable law allows, any dispute that arises must be taken to and resolved by arbitration that is administered by the Gibraltar Chamber of Commerce, and it must be in accordance with Gibraltar's Code of Civil Procedure. Its rules are considered to be incorporated in this clause by reference. Gibraltar will be the place of the arbitration. Three arbitrators will constitute the tribunal, and the arbitration will be conducted in English. In other cases, the applicable law will determine the arbitration jurisdiction.

## 15. Severability and Survival of These Terms

You agree that any part of these terms that should reasonably survive once your license or any other agreement that you have with CellBlocks will survive that termination. If a part of these terms is found to be invalid, illegal or otherwise not

legally valid, then the illegal or invalid portion of the terms will be severed from it, and the rest of the terms will stay enforceable and intact.

#### 16. Terms Integration

If CellBlocks should fail to enforce or exercise any provisions or rights presented in these terms, that does not create or constitute any waiver of those provisions or rights. These terms are the complete, entire agreement between CellBlocks and the user. This includes any modifications that will be made to the terms in the future, superseding any communications or agreements made in the past between you and CellBlocks. Anything that is ambiguous or unclear in these terms will be resolved and construed in the most favorable way toward CellBlocks.

#### 17. Acts of God

The performance of CellBlocks under these terms will be excused if CellBlocks performance failure occurs because of forces that are beyond the reasonable control of CellBlocks. These forces include, but are not limited to, any acts of any government, acts of God, severe weather, civil unrest, war, natural disasters, fire, terrorism, equipment failure, power failure, political embargoes, disputes or controversies of labor or industries, blockchain failure or acts of third parties of any kind.

#### 18. Contact Us With Questions

If you have questions regarding these terms, please contact us through email at [support@cellblocks.io](mailto:support@cellblocks.io)