

BLKWEB3 TERMS OF USE

Effective Date: January 1, 2025

Governing Law: State of Delaware, United States

These Terms of Use ("Terms") govern your access to and use of the BLKWeb3, LLC ("BLKWeb3," "we," "us," "our") website and any forms, content, or communications provided through it (the "Site"). By visiting or using the Site, including submitting your information, you agree to these Terms and our <u>Privacy Policy</u>.

1. Purpose of the Site

The Site is informational and allows visitors to request an invitation and/or subscribe for updates. Submitting information does not create membership, partnership, or employment. Any future participation requires separate written agreements.

2. Eligibility (18+)

The Site is intended for individuals 18 years or older (or the age of majority in your jurisdiction). By using the Site, you represent you meet this requirement.

3. Acceptable Use

You agree not to: (a) violate laws; (b) provide false or misleading info; (c) attempt unauthorized access to the Site or our systems; (d) interfere with Site operation; or (e) use bots/scrapers to harvest data. We may suspend or terminate access for violations.

4. Intellectual Property

All Site content (text, graphics, logos, trademarks, design) is owned or licensed by BLKWeb3 and protected by law. You may view/print for personal, non-commercial use. No copying, distribution, modification, or derivative works without prior written consent.

5. Information You Submit

By submitting your name, email, or professional details, you confirm the information is accurate and voluntarily provided. We will use it as described in our Privacy Policy, including for sending newsletter and event updates. Submission does not guarantee admission or future participation. For information about how to unsubscribe or exercise your data rights, see our Privacy Policy.

6. No Professional Advice

Site content is for informational purposes only and does not constitute legal, financial, investment, or other professional advice.

7. Third-Party Services & Links

We may link to third-party tools/platforms (e.g., Eventbrite, Luma, Google Forms). Their terms and policies govern your use of those services. We are not responsible for their content or practices. The Site may also use cookies and tracking technologies as described in our Privacy Policy.



8. Modifications; Discontinuation

We may modify, suspend, or discontinue any part of the Site at any time without notice and are not liable for doing so.

9. Disclaimers

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLKWEB3 AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER, NOW OR IN THE FUTURE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE. Your sole remedy, now or in the future, is to discontinue use of the Site.

11. Indemnification

You agree to indemnify, defend, and hold harmless BLKWeb3 and its officers, directors, employees, contractors, and affiliates from claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of your use of the Site, your violation of these Terms, or your submission of inaccurate/unlawful information.

12. Export Controls & Sanctions Compliance

You represent you are not located in, resident of, or organized under the laws of any jurisdiction subject to comprehensive U.S. sanctions and are not on any U.S., U.K., or E.U. restricted-party list. You will comply with applicable export, re-export, and sanctions laws.

13. Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets. These Terms bind and benefit permitted successors and assigns.

14. Notices

We may provide notices by posting on the Site or emailing the address you submitted; notices are effective upon posting or sending. You are responsible for keeping your email current.

15. DMCA / Copyright

If you believe Site content infringes your copyright, email admin@blkweb3.com with: (i) your physical/electronic signature; (ii) identification of the copyrighted work and allegedly infringing material; (iii) your contact info; (iv) a good-faith statement that the use is unauthorized; and (v) a statement under penalty of perjury that your notice is accurate and you are the owner or authorized agent.



16. Binding Arbitration; Class Action Waiver (U.S. Users)

Arbitration. Any dispute arising out of or relating to these Terms or the Site will be resolved by binding arbitration on an individual basis under the AAA Consumer Arbitration Rules in Delaware. Judgment on the award may be entered in any court of competent jurisdiction.

Class Waiver. YOU AND WE AGREE TO BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY, NOT AS A CLASS OR REPRESENTATIVE ACTION.

Opt-Out. You may opt out of arbitration/class waiver within 30 days of first use by emailing admin@blkweb3.com with subject "Arbitration Opt-Out." If you opt out, both parties retain the right to litigate in court, subject to Section 17 (jurisdiction).

17. Governing Law; Jurisdiction

These Terms are governed by Delaware law (conflicts of law excluded). Subject to Section 16, the exclusive venue for any permitted court action is the state or federal courts located in Delaware.

18. Changes to These Terms

We may update these Terms at any time. The Effective Date above reflects the latest version. Continued use of the Site after updates constitutes acceptance.

19. No Third-Party Beneficiaries; Waiver; Severability; Survival

These Terms create no third-party beneficiary rights. Our failure to enforce any provision is not a waiver. If any provision is unenforceable, the remainder remains in effect. Sections concerning IP, disclaimers, limitation of liability, indemnification, governing law/venue, arbitration, and this paragraph survive termination.

20. Contact Information

For questions about these Terms, please contact:

BLKWeb3, LLC

Email: admin@blkweb3.com

Address: 10490 Little Patuxent Parkway #600 Columbia, MD 21044

For information about our data practices, email communications, how to unsubscribe, or to exercise your privacy rights, please see our <u>Privacy Policy.</u>