

Privacy and Cookie Policy

At BitScour, we're committed to protecting and respecting your privacy. This Privacy and Cookie Policy ("Privacy Policy") govern your access to and use of this Website, BitScour.com (the "Website"), and associated content, software, and mobile applications (collectively, the "Service"). This Privacy Policy also includes our Terms of Use which is located at <https://BitScour.com/terms>.

This Privacy Policy explains when and why we collect personal information about people who visit our Website or use our Services and how we use the personal information, the conditions under which we may disclose your personal information to others, and how we keep personal information secure. This Privacy Policy also explains how we use cookies and similar technology on our Website and in connection with our Services.

We may change this Privacy Policy from time to time so please check this page occasionally to ensure that you are happy with any changes. By using our Website or our Services, you are agreeing to be bound by this Privacy Policy.

What Information Do We Collect?

BitScour ("BitScour", "we" or "us") collects (a) the e-mail addresses of those who communicate with us via e-mail; (b) aggregate information concerning what pages users access or visit; (c) information volunteered by the user (such as survey information and/or site registrations); (d) financial information provided by the user for user syncing and information purposes only; and (e) information related to your use of the Website and/or the mobile application, including IP address, geographic location, and date and time of your request.

How Do We Use the Information?

BitScour uses collected information for the following purposes:

- i. To fulfill a contract or take steps linked to a contract such as processing your registration on our Website or sending you information about changes to our terms or policies;
- ii. Where it is necessary for purposes which are in BitScour's or third parties' legitimate interests such as (a) to provide the information or content you have requested; (b) to contact you about our programs, products, features or services; (c) for internal business purposes such as identification and authentication or customer service, portfolio tracking and user preference syncing between devices; (d) to ensure the security of our Website, by trying to prevent unauthorized or malicious activities; (e) to enforce compliance with our Terms of Use and other

policies; (f) to help other organizations (such as copyright owners) to enforce their rights; and (g) to tailor content, advertisements, and offers for you or for other purposes disclosed at the time of collection.

If you do not wish to receive marketing information about our programs, products, features or services, you may send an email to us at legal@coinmarketcap.com.

- iii. Where you give us consent, such as (a) where you ask us to send marketing information to you via a medium where we need your consent, including alerts via mobile push notifications; (b) where you give us consent to place cookies and to use similar technologies; and (c) on other occasions where we ask you for consent, for a purpose which we explain at that time.
- iv. Where we are legally required to do so. We may also provide access to your personally identifiable information when legally required to do so, to cooperate with police investigations or other legal proceedings, to protect against misuse or unauthorized use of our Website, to limit our legal liability and protect our rights, or to protect the rights, property or safety of visitors of the Website or the public. In those instances, the information is provided only for that purpose.

How Do We Share Your Information?

We do not share or sell your personal data to other organizations for commercial purposes, except to provide products or services you've requested, when we have your permission, or under the following circumstances:

- i. It is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Terms of Service, or as otherwise required by law.
- ii. We transfer information about you if BitScour is acquired by or merged with another company. In this event, BitScour will notify you before information about you is transferred and becomes subject to a different privacy policy.
- iii. We provide such information to trusted businesses or persons for the sole purpose of processing personally identifying information on our behalf. When this is done, it is subject to agreements that oblige those parties to process such information only on our instructions and in compliance with this Privacy Policy and appropriate confidentiality and security measures.
- iv. We provide such information to third parties who have entered into non-disclosure agreements with us.
- v. We provide such information to a company controlled by, or under common control with, BitScour for any purpose permitted by this Privacy Policy.
- vi. We may aggregate, anonymize, and publish data for statistical and research purposes only. For example, we may compile and share information related to the popularity of certain products tracked by users. In any such instance, the information will not be able to be traced back to any individual.

Cookies and Web Beacons

A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a Website's computers and stored on your computer's

hard drive. Cookies are required to use some BitScour services. BitScour and its ad management partners (“Ad Partners”) use cookies to record current session information.

Our Ad Partners may also from time to time use web beacons (also known as Internet tags, pixel tags, and clear GIFs). These web beacons are provided by our Ad Partners and allow Ad Partners to obtain information such as the IP address of the computer that downloaded the page on which the beacon appears, the URL of the page on which the beacon appears, the time the page containing the beacon was viewed, the type of browser used to view the page, and the information in cookies set by the Ad Partners. Web beacons enable our Ad Partners to recognize a unique cookie on your web browser, which in turn enables us to learn which advertisements bring users to our Website.

With both cookies and web beacon technology, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, geographic location, telephone number, or e-mail address.

You can opt-out of Google Analytics data collection with the [Google Analytics Opt-out Browser Add-on](#).

You may also wish to refer to this website for additional information about disabling cookies from your browser: <http://www.allaboutcookies.org/manage-cookies/>.

Data Storage

BitScour uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run BitScour and the related Website and mobile application. BitScour owns the code, databases, and all rights to the BitScour Website and mobile application and Services.

Security

We take precautions to ensure the security of your personal information. However, we cannot guarantee that hackers or unauthorized personnel may gain access to your personal information despite our efforts. You should note that in using the BitScour service, your information will travel over the Internet and through third-party infrastructures and mobile networks, which are not under our control.

We cannot protect, nor does this Privacy Policy apply to, any information that you transmit to other users. You should never transmit personal or identifying information to other users.

Retention of Your Personal Information

We retain information as long as it is necessary to provide the Services requested by you and others, subject to any legal obligations to further retain such information. Information associated with your account will generally be kept until it is no longer necessary to provide the Services or until you ask us to delete it or your account is deleted, whichever comes

first. Additionally, we may retain information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, assist with investigations, enforce the Terms of Use, and take other actions permitted by law. The information we retain will be handled in accordance with this Privacy Policy.

Information about you that is no longer necessary and relevant to provide our Services may be de-identified and aggregated with other non-personal data to provide insights which are commercially valuable to BitScour, such as statistics related to the use of BitScour's Website and application.

Children

The BitScour service is not intended for children under the age of 16, and we do not knowingly collect information from children under the age of 16.

Children aged 16 or younger should not submit any personal information without the permission of their parents or guardians. By using the BitScour service, you are representing that you are at least 18 years old, or that you are at least 16 years old and have your parents' or guardians' permission to use the Service.

Consent to Worldwide Transfer and Processing of Personal Information

BitScour is located in the United States. and the terms of this Privacy Policy and the related Terms of Use shall be governed by and construed in accordance with U.S. federal law and the laws of Delaware, without regard to any principles of conflicts of law. If you are not located in the United States, by accessing the Website and Services and providing personal information through it, you agree and acknowledge and consent to the collection, maintenance, processing, and transfer of such information in and to the United States and other countries and territories. These other jurisdictions may have different privacy laws from your home jurisdiction and provide different levels of protection of personal information. BitScour does have processes and procedures in place to provide adequate levels of protection to protect the transfer of data from the European Union. You agree that the terms of this Privacy Policy and the Terms of Use will apply and you consent to the transmission and processing of your personal information in any jurisdiction.

EU and EEA Users' Rights

If you are habitually located in the European Union or European Economic Area, you generally have the right to access, rectify, download or erase your information, as well as the right to restrict and object to certain processing of your information. While some of these rights apply generally, certain rights apply only in certain limited circumstances. We briefly describe these rights below:

You have the right to access your personal data and, if necessary, have it amended, deleted or restricted. In certain instances, you may have the right to the portability of your data. You can also ask us to not send marketing communications and not to use your personal data when we carry out profiling for direct marketing purposes. You can opt out of receiving e-mail newsletters and other marketing communications by following the opt-out instructions provided to you in those e-mails. Transactional account messages will be unaffected even if you opt out from marketing communications.

Complaints

Should you wish to raise a concern about our use of your information (and without prejudice to any other rights you may have), you have the right to do so with your local supervisory authority, although we hope that we can assist with any queries or concerns you may have about our use of your personal data.

Your California Privacy Rights

California Consumer Privacy Act (CCPA)

In the last twelve months, BitScour may have collected, used, and shared, for business purposes, personal information about you as described in this Privacy Policy. Each category of data may be used by BitScour or shared with third parties also as described in this Privacy Policy. Residents of California have the right to request access to and deletion of the information BitScour holds about them. Such requests may be submitted by email to info@BitScour.com or by mail to BitScour. BitScour will not sell your personal information without your consent. BitScour will not discriminate against you for exercising your rights under CCPA. Specifically, we will not:

- Deny access to our Services;
- Charge a different rate for the use of our Services; or
- Provide a different quality of service.

Changes

BitScour may periodically update this policy. We may notify you about significant changes in the way we treat personal information by placing a prominent notice on our Website so please check back occasionally to ensure that you agree with the changes. If you do not, do not use the Website, the application or our Services.

Questions

Any questions about this Privacy Policy should be addressed to this e-mail address: info@BitScour.com.

Effective Date: January 1st, 2020.

BitScour.com Terms of Use

These Terms of Use (the "Terms") govern your access to and use of this website, www.bitscour.com (the "Website"), and associated content, software and applications (collectively, the "Service"). These Terms also include our Privacy Policy, which is located at <https://bitscour.com/privacy>.

The Service is administered and maintained by BitScour. The terms "we", "us" and "our" also refer to CMC. The term "you" refers to the person visiting this Website.

Please read these Terms carefully. They contain important information regarding your legal rights, including limitations on CMC's and certain third parties' liability, disclaimers of warranties and a submission to jurisdiction. Each time you access the Service by any means (for example, through the Internet or on a mobile device), you irrevocably agree to comply with the version of the Terms posted on this Website at the time you access this Website. You may not use the Service if you do not agree to these Terms.

Eligibility

To access or use the Service, you must be at least 13 years old. The Service is strictly for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use the Service if we have terminated any account of yours or banned you.

License

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by CMC, its third-party providers and other respective owners, if any.

CMC provides content through the Service that is copyrighted and/or trademarked work of CMC or CMC's third-party licensors and suppliers (collectively, the "Content"). For clarity, Content shall include all such content accessed by you at any time. You acknowledge that the Service has been developed, compiled, prepared, revised, selected, and arranged by CMC and such third parties through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of CMC and such others. Accordingly, you shall protect the proprietary rights of CMC and all others having rights in the Service during and

after the term of this agreement and comply with all reasonable written requests made by CMC to protect its and others' contractual, statutory, and common law rights in the Service.

Subject to these Terms, and your compliance with these Terms, CMC hereby grants you a limited, personal, non-exclusive, non-sub-licensable and non-transferable license to use the Content and to use this Service, in each case solely for your personal use. You agree not to use the Service or any of the Content for any commercial purpose. Except for the foregoing license, you have no other rights to the Service or any Content, and you may not modify, edit, copy, distribute, reproduce, publish, display, perform, license, sell, rent, lease, loan, create derivative works of, create any index, reverse engineer, alter, enhance, provide access to or in any way exploit the Service or Content in any manner.

If you breach any of these Terms, the above license will terminate automatically.

Prohibited Activities

You agree that you will not:

- Copy, modify or create derivative works of the Service or any Content;
- Copy, manipulate or aggregate any Content (including data) for the purpose of making it available to any third party;
- Trade, sell, rent, loan, lease or license any Content or access to the Service, whether commercially or free of charge;
- Use or introduce to the Service any data mining, crawling, "scraping", robot or similar automated or data gathering or extraction method, or manually access, acquire, monitor or copy any portion of the Service, or download or store Content (unless expressly authorized by CMC);
- Make excessive requests for information or take any action that interferes with, disrupts or imposes an undue burden on the Service or any server or network connected to the Service or negatively affects the quality or availability of any Content, or speed or functionality of the Service;
- Introduce a virus, Trojan horse, worm, time bomb or other malware to the Service, or use any device, software or routine to bypass any software or hardware that prohibits volume requests for information;
- Violate, bypass or circumvent any security measure intended to limit or prevent access to the Website, Content or Service; or otherwise attempt to gain unauthorized access to the Service, any Content or to any computer systems or networks connected to the Service or any CMC server, whether through hacking, password mining, unauthorized use of another's password/credentials or any other means;
- Restrict, inhibit or interfere with use of the Service by any other user (including by hacking or defacing the Website);
- Introduce or otherwise distribute through the Website any computer program that damages, interferes with, intercepts, collects, releases or discloses any system, data or personal information of ours or any third party;
- Make use of any of our trademarks, service marks, trade names or logos or those of any third party displayed on the Website; or modify or remove any copyright or other proprietary notice in the Content;
- Use the Website, Content or Services for or in connection with any activity that (i) violates any law, statute, ordinance or regulation, including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or (ii) involves proceeds of any unlawful or illegal activity.

Additionally, you acknowledge and agree that you (and not CMC) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

Ownership and Intellectual Property

Subject to these Terms, you may view, print and make copies of Content for your own personal use. You may not, and shall not, copy, reproduce, download, "screen scrape", store, transmit, broadcast, publish, modify, create a derivative work from, display, perform, distribute, redistribute, sell, license, rent, lease or otherwise use, transfer (either in printed, electronic or other format) or exploit any Content, in whole or in part, in any way that does not comply with these Terms without our prior written permission. To request permission to use any Content other than as expressly permitted in these Terms, please contact info@bitscour.com.

As between CMC and you, all Content is owned or controlled by CMC. CMC, its logo, and, except as noted below, all other product or service names or slogans displayed on the Service are registered and/or common law trademarks of CMC or its suppliers or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CMC or the applicable trademark holder. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons, and scripts, is the service mark, trademark, and/or trade dress of CMC and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CMC. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by CMC.

Nothing contained in these Terms grants you any interest in any of CMC's or any third-party's intellectual property.

The use or misuse of CMC's trademarks or other intellectual property, except as expressly permitted by these Terms, is prohibited. You shall promptly notify CMC at info@bitscour.com if you know or suspect that any of CMC's or its providers' intellectual property rights has been violated or infringed.

"bitscour" and all related logos, trademarks, service marks and trade names are solely the property of CMC. The absence of a name, logo or other mark herein does not constitute a waiver of any and all intellectual property rights that CMC has established. Other trademarks, names or logos used on the Website are property of their respective owners. You are not authorized to use any of the foregoing.

You acknowledge that CMC and/or its providers own the copyright in and to all Content under the laws of the United States and other countries, and have reserved all rights in and to such Content.

Linking to the Service from Your Website

You may place one or more links to the Service (collectively, the “Link”) on your own website (“Your Site”), provided that:

1. The Link shall display only the following text: "bitscour " or “bitscour.com” or "Link to bitscour.com”;
2. Your Site shall not contain any content that is unlawful, threatening, abusive, libelous, defamatory or otherwise inappropriate, as determined by us in our sole discretion;
3. The look and feel of all content that accompanies the Link or is on the same page as the Link (for example, the entire article in which the Link appears, even if it is not all on the same page as the Link) shall not otherwise be of a nature that may damage or dilute the goodwill associated with CMC's name, reputation or any of its trademarks, trade names or service marks, as determined by CMC in its sole discretion; and
4. No content on Your Site shall contain any information that, in our sole discretion, may create the false impression that you, Your Site or any other website, service, person or entity is associated with, sponsored by or otherwise endorsed by CMC, or that any activity engaged in by you or anyone else has been approved by CMC.

We may revoke our consent to a Link at any time, without prior notice. If we notify you that you may no longer link to the Service, or to a page or document, you must promptly (and, in any event, within three (3) business days) remove all affected Links from Your Site.

Feedback

This section does not apply to information supplied by you to the Service that can identify you personally. CMC believes in protecting your privacy. Please visit <https://bitscour.com/privacy> to review our current Privacy Policy, which also governs your use of the Service, to understand our practices.

If you send or transmit any communication, including but not limited to feedback, questions, comments or suggestions to CMC, whether by letter, email, telephone or otherwise (collectively, “Feedback”), all such Feedback is, and will be treated as non-confidential and non-proprietary. You hereby assign to CMC all right, title, and interest in, and CMC is free to use, without any attribution or compensation to you, any ideas, concepts, know-how or techniques or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to enhancing the Service, or otherwise developing, manufacturing, licensing, marketing and selling products and services based on or containing such Feedback. You also understand and agree that CMC is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. CMC may use aggregated and statistical data derived from Website usage.

Disclaimers and Limitation of Liability

THE CONTENT ON THE SERVICE IS STRICTLY FOR INFORMATIONAL PURPOSES. NOTHING ON OR IN THE SERVICE SHALL CONSTITUTE OR BE CONSTRUED AS AN OFFERING OF ANY CURRENCY OR ANY FINANCIAL INSTRUMENT OR AS INVESTMENT ADVICE OR INVESTMENT RECOMMENDATIONS (SUCH AS RECOMMENDATIONS AS TO WHETHER TO PURCHASE A CURRENCY OR INSTRUMENT) BY CMC OR A RECOMMENDATION AS TO AN INVESTMENT STRATEGY BY CMC. CONTENT ON THIS SERVICE SHOULD NOT BE CONSIDERED AS INFORMATION SUFFICIENT UPON WHICH TO BASE AN INVESTMENT STRATEGY. NO CONTENT ON THE SERVICE IS TAILORED TO THE SPECIFIC NEEDS OF ANY INDIVIDUAL, ENTITY OR GROUP OF INDIVIDUALS. CMC EXPRESSES NO OPINION AS TO THE FUTURE OR EXPECTED VALUE OF ANY CURRENCY, SECURITY OR OTHER INTEREST. CMC DOES NOT EXPLICITLY OR IMPLICITLY RECOMMEND OR SUGGEST ANY INVESTMENT STRATEGY OF ANY KIND. CONTENT ON THE SERVICE MAY NOT BE USED AS A BASIS FOR ANY FINANCIAL OR OTHER PRODUCT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF CMC.

The Content provided on the Service is submitted to CMC by unrelated third-party providers. CMC does not review all Content for accuracy, does not review Content for completeness or reliability, and does not warrant or guarantee the accuracy, completeness, reliability or any other aspect of any Content.

THE SERVICE AND THE CONTENT PUBLISHED WITHIN THE SERVICE MAY INCLUDE INACCURACIES OR ERRORS. CMC DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, AVAILABILITY OR INTEGRITY OF THE SERVICE OR ANY CONTENT, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE SERVICE OR THE CONTENT. CMC MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SERVICE OR ANY CONTENT, OR THAT THE SERVICE OR CONTENT WILL BE UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY SOFTWARE, SERVICE, SYSTEM OR OTHER DATA OR INFORMATION. THE SERVICE AND ALL CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CMC DISCLAIMS ALL WARRANTIES AND CONDITIONS THAT THIS SERVICE, ITS SERVERS, OR ANY EMAIL SENT FROM CMC, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CMC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CMC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR

INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

IN NO EVENT SHALL CMC (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO OR USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE SERVICE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SERVICES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE; OR OTHERWISE ARISING OUT OF THE ACCESS TO OR USE OF THE SERVICE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF CMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CMC (AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND AFFILIATES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN EXCESS OF \$100.00. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Indemnification

Except to the extent prohibited under applicable law, you shall indemnify, defend and hold harmless CMC and its members, managers, directors, officers, employees, partners, consultants, contractors, service providers, agents, successors and assigns from and

against any and all suits, actions, proceedings and claims by third parties (whether threatened or actual), and all losses, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees) arising out of, relating to or in connection with: (i) your use (or misuse) of and access to the Service or Content; (ii) your violation of any of these Terms; (iii) your violation of any applicable law, rule or regulation; (d) any claim that any information provided by you to CMC in connection with the Website, including the Content, caused damage to, infringed upon, misappropriated or otherwise violated the rights of any third party, including infringement, misappropriation or other violation of third-party intellectual property rights, or violation of any right of privacy or publicity; and/or (iv) any dispute that you have with any third party relating to or in connection with the Service or Content. CMC 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 CMC in asserting any available defenses and in the conduct of such defense.

Third Party Websites

The Service may contain links to third-party websites. Your use of all links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party websites does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party websites.

When you leave the Website, whether via a link contained on the Website or through the use of your web browser or other navigational tool, the information you view is not provided by us. Our terms and policies do not govern your use of third-party websites. We are not responsible for, have no control over and do not monitor or review the content of any other website. A link to a third-party website does not imply sponsorship, approval, affiliation or endorsement by CMC of the linked third-party website or of that third party's products or services.

YOU AGREE THAT CMC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITE OR SERVICES, FOR ANY DEALINGS OR COMMUNICATIONS YOU MAY HAVE WITH THIRD PARTIES, OR FOR ANY HARM, DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY OF THE FOREGOING OR YOUR USE OF OR RELIANCE ON THE MATERIALS OR THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

Modification of the Website

At any time and in CMC's sole discretion, CMC may (in whole or in part) modify, suspend or discontinue the Service and/or any Content without notice, for any reason. We shall have no liability to you or to any third party for any such modification, suspension or discontinuance.

Changes to these Terms

We may revise these Terms from time to time, without prior notice. You are bound by any changes to these Terms upon our posting of such changes on the Service. You should check these Terms often to make certain that you are aware of the most current Terms.

Enforcement

The remedies available to CMC in these Terms are cumulative and in addition to any others available to CMC. CMC may seek all remedies available to it at law and in equity for any violation of these Terms. CMC may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) financial regulators, including the U.S. Securities and Exchange Commission (SEC); (iii) system administrators at Internet service providers, networks or computing facilities; and (iv) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena or other legal process or governmental or regulatory request.

Governing Law; Submission to Jurisdiction

These Terms and any and all claims, disputes or other legal proceedings by or between you and us, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use of or access to the Service, shall be governed by and construed in accordance with U.S. federal law and the laws of Delaware, without regard to any principles of conflicts of law. You agree that any action arising out of, relating to or in connection with the Service, and/or these Terms shall be litigated solely in a state or federal court of competent jurisdiction located in Delaware, and you further irrevocably submit to the exclusive jurisdiction of such court and waive any objection to jurisdiction and venue (including on the basis of forum non-conveniens).

You acknowledge that any breach of either of the sections above titled "Prohibited Activities" or "Ownership and Intellectual Property" would cause immediate and irreparable harm to CMC, for which monetary damages would not be sufficient, and that, in addition to all other remedies available to CMC at law or in equity, CMC shall be entitled to seek injunctive relief without proof of damages or the posting of bond or other security in the event of such a breach or threatened breach.

General

These Terms (and any other terms or agreements referenced herein, including our Privacy Policy, which is located at <https://bitscour.com/privacy>), constitute the entire agreement between you and CMC relating to your use of the Service and supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and CMC with respect to the Service. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and CMC and/or its affiliates as a result of these Terms or use of the Service.

In no event shall CMC be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Service or information provided to, or gathered by, us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Service within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CMC without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

If any provision of these Terms, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provisions in these Terms shall be deemed

superseded by valid and enforceable provisions that, to the extent possible, fulfill the business purposes and intent of such invalid and unenforceable provisions.

In addition to and without limiting the preceding paragraph, some U.S. states and foreign countries may provide rights in addition to those provided in the above "Disclaimers and Limitation of Liability" section or do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages. Therefore, the limitations set forth in the above Disclaimer and Limitation of Liability section may not apply to you in whole or in part or there may be state or country specific provisions that supersede such limitations in whole or in part. Any provision of the above Disclaimer and Limitation of Liability section that is declared invalid shall be deemed severable and shall not affect the validity or enforceability of the remainder.

Any heading or section title contained herein is for convenience of reference only and shall not affect the meaning or interpretation of these Terms. The terms "include" and "including" are deemed to include the phrase "without limitation" immediately thereafter.