

Terms and Conditions

Last updated: 11 February 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the thefirstblock.live (the "Website") operated by The First Block ("us", "we", or "our"), whether as a guest or a registered user. Use of the Website includes accessing, browsing, or registering to use the Website (the "Service").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms, and with any amendments made to these Terms at any time in future, you must stop using the Service with immediate effect.

These Terms refer to, incorporate, and include our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Service, you consent to such processing and you warrant that all data provided by you is accurate.

ACCOUNTS

1. When you create an account with us ("User Account"), you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You cannot hold more than one (1) User Account.
2. The term "Account Information" refers to a password and such information which may be provided by you as part of our registration procedure to create your User Account. In case we permit registrations on the Website through any third party website like Facebook, the login information of such third party account, as the case may be, shall be considered part of the Account Information.
3. You are responsible for safeguarding the Account Information that you use to access some or all of the Services and for any activities or actions through your User Account, whether your User Account has been registered through our Service or a third-party service. You agree not to disclose your Account Information to any

third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your User Account.

4. We encourage you to use strong passwords preferably using a combination of upper and lower case letters, numbers and symbols. We will not be liable for any loss or damage arising from your failure to comply with this instruction. You shall be solely responsible for any activity carried out in, by or through your User Account either on the Website or any other website accessed by you through the Website. You acknowledge that you shall not hold us liable for any losses or other consequences of unauthorized use of your User Account.
5. You represent and warrant that:
 - you are competent to contract i.e. you are of the legal age of majority in your jurisdiction as is required to access such Service and Content and enter into arrangements as provided by the Services.
 - You further represent that you are otherwise legally permitted to use the Service in your jurisdiction interacting with the Service or Content in any way. You further represent you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that we are not liable for your compliance with such laws.
6. We have the right to disable your access to the User Account or any part of it, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
7. We shall not be obliged to explain the reason of the denial to the person requesting registration as a user of the Website.

LINKS TO OTHER WEB SITES

1. Our Service may contain links to third-party web sites or services that are not owned or controlled by The First Block.
2. The First Block has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that The First Block 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 use of or reliance on any such content, goods or services available on or through any such web sites or services.

3. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

CHANGES TO THE WEBSITE

1. We may update the Website from time to time, and may change the Content at any time. However, please note that any of the Content on the Website may be out of date at any given time and we are under no obligation to update it. “Content” means any information, text, graphics, or other materials uploaded by us or the users, which appears on the Website for other users to access.
2. We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users generally.
3. We do not guarantee that the Service, or any Content, will be free from errors or omissions.

USER REPRESENTATIONS, COVENANTS AND OBLIGATIONS

1. These Terms govern your behavior on the Website and set forth your obligations. You agree, confirm, and represent the following:
 - You shall comply with all the obligations set forth in these Terms;
 - You will use the Services rendered by us for lawful purposes only and comply with these Terms and all applicable laws, statutes, by-laws, acts of legislature or parliament, rules, regulations, orders, ordinances, protocols, codes, guidelines, or policies of any governmental authority (“Applicable Laws”).
 - Creation and maintenance of all Content in your User Account shall be your sole responsibility.
 - you are acting for yourself (in case of business users, for such entity alone) and not for any other person.
 - You will not hold more than one (1) User Account.

INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise specified, all Content on the Website is our property protected under copyright, trademark and other Applicable Laws.
2. The trademarks, service marks and logos used on the Website (“Trademarks”) is either our property or their respective owners;
3. The Website may in places include third party intellectual property. We do not own any rights to such third party intellectual property and are bound by the license terms for such intellectual property and by virtue of these terms the Users shall also be bound by the said license terms.

DISCLAIMER

1. The Content is provided for general information only. It is not intended to amount to investment advice on which you should rely. You must obtain specialist advice before taking, or refraining from, any action on the basis of the Content.
2. We display some Content that is not ours. This Content is the sole responsibility of the person/entity who makes it available. The Content, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional investment advice, tips or recommendations of any kind. For the avoidance of doubt it is clarified that we do not provide investment and financial advice to our users. Reliance on any information appearing on the Website, whether provided by us, our content providers, visitors to the Website or others, is solely at your own risk, and we shall not bear any liability for any loss/ injury that may arise due to your reliance on any information published on the Website. You further acknowledge and agree that should any claim/ damage/ liability arise as a result of any reliance placed by you on any information published on the Website, we shall have no liability in relation to the same. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

3. We assume no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
4. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the Content on the Website is accurate, complete or up-to-date.
5. We will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or your downloading of any Content on the Website or on any website linked to it.
6. You should use your own virus protection software. We cannot and do not guarantee or warrant that files available for downloading from the Website will be free of infection by viruses, worms, trojan horses or other code that manifest contaminating or destructive properties.
7. Please note that all Services provided through the Website are only for domestic and private use. You agree not to use the Website for any commercial or business purposes.

LINKING AND FRAMING

1. If you choose to authenticate your User Account through a third-party service, like Facebook, you are linking that account to your User Account.
2. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
3. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
4. You must not establish a link to the Website in any website that is not owned by you.
5. Our Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.
6. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of Content on the Website other than that set out above, please send us an e-mail at hello@thefirstblock.live

WARRANTIES

1. You expressly acknowledge and agree that use of the Services and the Website is at your sole risk. The Services and the Website are provided on an "as is" and "as available" basis. Although we make best efforts to provide high quality Services to all our users, to the fullest extent allowed by law, we expressly disclaim and waive all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability, fitness for a particular purpose or title. The Contents of the Services or Website may contain bugs, errors, problems or other limitations. We assume no liability or responsibility for any errors or omissions in Content.
2. We are not responsible for the Content uploaded by you on the Website. We are not responsible for any direct or indirect damages or losses caused to you, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the Website. It is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of Content available on the Website that is used by you.
3. We make no warranty that the Services or the Website will meet your requirements or that the Services or your access to the Website will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to the permanent availability of any information and/or that may be stored or transferred through the Services or the Website. In case there is any defect in any software being used for the provision of the Services, we do not make any warranty that defects in such software will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through use of the Services or Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data. In case you store or transfer any information and/or data through the Services or the Website, you are strongly advised to make back-up duplicate copies and are solely responsible for any loss.

4. No advice or information, whether oral or written, obtained by you from the Services or the Website shall create any warranty not expressly made herein.

INDEMNIFICATION

To the maximum extent permitted by Applicable Law, you shall indemnify and hold us harmless, from any claim or demand, or actions including reasonable attorneys' fees, transaction fees, made by any third party or penalty imposed due to or arising out or relating to (a) your use of our Services, (b) your breach of these Terms, or (c) your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

WAIVER

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

APPLICABLE LAW

Please note that these Terms, its subject matter and its formation, are governed by the laws of India, without regard to its conflict of law provisions. The courts of Mumbai, India will have exclusive jurisdiction to deal with any dispute arising out of or in connection with these Terms or any other terms and conditions made applicable on you by us and you consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum. In case, you choose to access the Website from any jurisdiction not governed by the laws of India, you are solely responsible for compliance with local laws of that jurisdiction and all applicable laws of such jurisdiction.

GENERAL TERMS

1. Relationship of the Parties: Notwithstanding any provision hereof, for all purposes, both the parties shall be and act independently and not as a partner, joint venturer, agent, intermediary, broker or in any other fiduciary capacity. You shall not have

- any authority to assume or create any obligation for or on behalf of us, express or implied, and you shall not attempt to bind us to any contract.
2. **Invalidity of Specific Terms:** If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.
 3. **Entire Agreement:** These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service or the Website.

TERMINATION

1. We may terminate or suspend access to our Service immediately, or terminate or suspend your User Account, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your User Account, you may simply discontinue using the Service.
2. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, warranty, disclaimers and indemnity.

CHANGES TO THE TERMS

1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We may or may not post notices on the homepage of our Website when such changes occur. Please check this page from time to time to take notice of any changes we made, as they are binding on you.
2. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Service.

CONTACT US

1. For general enquires, complaints and/or giving any feedback, please email at hello@thefirstblock.live. In case you do not want to continue using our Services and want to deactivate your User Account with us, please contact us at hello@thefirstblock.live

2. If you do not agree with any provision of these Terms and wish to opt out of such provision, please write to us at hello@thefirstblock.live (“**Opt-out Request**”). You agree that you are not entitled to use the Website or the Services unless your Opt-out Request is accepted by us in writing.

THANK YOU FOR VISITING US.