

WEBSITE TERMS OF USE

Last Modified February 13, 2019

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Bountium, Inc. (“**Bountium**”). The following terms and conditions (the “**Terms of Use**”), govern your access to and use of sublimityblockchain.com and its affiliated websites and web-portals, including any content, functionality, and services offered on or through the Website or bountium.org, (collectively, the “**Website**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website you accept and agree to be bound and abide by these Terms of Use and the Privacy Policy, found at bountium.org/privacy.pdf.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

By using this Website, you represent and warrant that you at least 18 years of age and are capable of forming a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

Bountium reserves the right to revise and update any portion of these Terms of Use at any time. All changes are effective immediately when posted. Bountium will not directly notify you, so you are encouraged to check this page frequently so you are aware of

any changes, as they are binding on you. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Website

Bountium reserves the right to withdraw or amend this Website, and any service or material provided on the Website, in its sole discretion without notice. Bountium will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, Bountium may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy bountium.org/privacy.pdf, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

All information we collect on this Website is subject to the Privacy Policy bountium.org/privacy.pdf. By using the Website, you consent to all actions taken by Bountium with respect to your information in compliance with the Privacy Policy.

Disclaimer of Warranty

Your use of the Website and its content, and any services, items, or information obtained through the Website is at your own risk. Bountium cannot, and does not, guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

To the fullest extent provided by law, Bountium will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus, or other technologically harmful material that may infect your computer equipment, programs, data, or other proprietary material due to your use of the Website or any services, items, or information obtained through the Website or your downloading of any material posted on it, or on any website linked to it.

The Website, its content, and any services, items, or information obtained through the Website are provided on an “AS IS” and “AS AVAILABLE” basis, without any warranties of any kind, either express or implied. Neither Bountium, nor any person associated with Bountium makes any kind of warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website.

Neither Bountium nor anyone associated with Bountium represents or warrants that the Website, its content, or any services, items, or information obtained through the Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components, or that the Website or any services, items, or information obtained through the Website will otherwise meet your needs or expectations.

To the fullest extent provided by law, Bountium hereby disclaims all warrants of any kind, whether express or implied, statutory or otherwise, including but not limited to warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranted that cannot be excluded or limited under applicable law.

Limitation of Liability

To the fullest extent provided by law, in no event will Bountium, its service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use the Website, any websites linked to it, affiliated with it, any content on the Website, web-portal, or such other website, including any direct, indirect, special, incidental, consequential, or punitive damages including but not limited to personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify, and hold harmless Bountium, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, 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 violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Intellectual Property

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the

design, selection, and arrangement thereof) may be owned by Bountium, its licensors, or other providers of such material and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

User Contributions

The Website may contain message boards, open-source code, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant Bountium the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Bountium and its licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Bountium, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Bountium is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Content Standards

These “**Content Standards**” apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations.

Without limiting the foregoing, **User Contributions must not:**

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy bountium.org/privacy.pdf.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website, or any of Bountium's services.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Applicable Law & Arbitration

The Website is operated by Bountium, Inc within the United States of America. Bountium takes no responsibility for the availability of the materials of the Website in other locations. Should you choose to access the Website from other locations, you do so at your own risk.

At Bountium's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under rules to be chosen by the Company, applying the laws of the Commonwealth of Massachusetts.

To ask questions or comment about the Terms of Use and our company practices, email us at steveflanagan@protonmail.com.