

Terms of use

1. Terms of Service

Version 3.0; effective from Sep 19th, 2020

ForgingBlock / ForgingBlock Technologies OU (hereafter also ("**us**", "**we**", "**our**")") offers online software as a service (SaaS) through the website <https://forgingblock.io/> (hereafter – "**Website**"). Our software ("**Software**") enables merchants allow buyer to pay cryptocurrency and fiat currency, and other merchants services. These terms and conditions (hereafter – "**Terms**") apply to the relationship between Forging Block and **Users** (hereafter – "**you**") for any use of the Website and the Software that Forging Block offers. It is prohibited to use the Website or Software without accepting these Terms.

2. Definitions

- **Company:** Forging Technologies INC.
- **User(s):** an individual private person(s) or legal entity making use of the Website or Software.

3. **Software:** the software developed by ForgingBlock Technologies OU in order to enable merchants allow buyer to pay cryptocurrency and fiat currency as payment gateway processor, and other merchants services. Website <https://forgingblock.io/>

4. **Rights and Obligations:** We provide the Software solely on the terms and conditions set forth in this Agreement and on the condition that You accept and comply with them. By using the Software You (a) accept this Agreement and agree that You are legally bound by its terms; and (b) represent and warrant that: (i) You are of legal age to enter into a binding agreement; and (ii) if You are a corporation, governmental, organization or other legal entity, You have the right, power and authority to enter into this Agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms. While the Software has undergone beta testing and continues to be improved by feedback from users and developer community, We cannot guarantee there will not be bugs in the Software. You acknowledge that Your use of this Software is at Your own discretion and in compliance with all applicable laws. You are responsible for safekeeping Your passwords, private key pairs, PINs, and any other codes You use to access the Software. All cryptocurrency transaction requests are irreversible. The authors of the Software, employees and affiliates of us, cannot guarantee transaction confirmations they do not have control over the network. IF YOU LOSE ACCESS TO YOUR WALLET OR YOUR ENCRYPTED PRIVATE KEYS AND YOU HAVE NOT SEPARATELY STORED A BACKUP OF YOUR WALLET AND CORRESPONDING PASSWORD, YOU ACKNOWLEDGE AND AGREE THAT ANY CRYPTOCURRENCY YOU HAVE ASSOCIATED WITH THAT WALLET WILL BECOME INACCESSIBLE.

5. Fair use of our Website and Software

- You may not use the Website and Software in such a way that you violate the law or any other applicable laws and regulations.
- As a condition for using the Website and Software, you agree not to provide any information, data or content to us or the Website and Software that is incorrect, inaccurate, and incomplete or that violates any law or regulation. In addition, **you represent that you will not, nor allow third parties over whom you have or may have immediate control to:**
 1. Enter any non-public / secure areas of the Website or Software;
 2. Send viruses, worms, junk mail, spam, chain letters, unsolicited offers or ads of any kind and for any purpose;
 3. Investigate, scan or test the Website of Software or any other related system or network, or violate any security or authentication;
 4. Use any automated systems of software to withdraw data from the Website ("screen-scraping");
 5. Make and distribute copies of the Website or Software;

6. Attempt to sell, distribute, copy, rent, sub-license, loan, merge, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, translate, hack, distribute, harm or misuse the Website or Software;
 7. Create derivative works of any kind whatsoever.
- You may not create an account under someone else's name or act like someone else in any other way (i.e. commit "identity theft").
- We are entitled to (temporarily or permanently) block your account and deny you access to the Website, if we suspect abuse of the account or the Website. We can also block your account or deny you access to the platform if you do not comply with these Terms, including conditions and policies referenced herein.
- 6. Intellectual property:** We retain all right, title, and interest in and to the Content and all our brands, logos, and trademarks, including, but not limited to, Forging Technologies, Inc., ForgingPay, Forging Pay, Forging Pay Wallet and variations of the wording of the aforementioned brands, logos, and trademarks.
- 7. Availability of the Website and Software and disclaimer of warranties**
 - We will use reasonable efforts to make the Website and Software available at all times. However, User acknowledges that the Website and Software are provided over the internet and mobile networks and thus the quality and availability of the Website and Software may be affected by factors outside our reasonable control.
 - We do not accept any responsibility whatsoever for unavailability of the Website and Software, or any difficulty or inability to download or access content, or any other communication system failure which may result in the Website or Software being unavailable.
 - We are not responsible for any support or maintenance regarding the Website or Software. We may – at its own discretion – update, modify, or adapt the Website or Software and their functionalities from time to time to enhance the user experience. We are not responsible for any downtime resulting from these actions.
 - To the maximum extent permitted by applicable law, we hereby disclaims all implied warranties regarding the availability of the Website and Software. The Website and Software are provided "as is" and "as available" without warranty of any kind.
- 8. Risks and legal advice**
 - The User is aware of the accompanying risks of possessing and using crypto currencies and takes full responsibility for these risks.
 - No information provided by us shall be interpreted to constitute legal advice. You should bear in mind that the laws of your state of residence may prohibit transactions made with cryptocurrencies. In case you are uncertain of the status of cryptocurrencies in your jurisdiction, you should seek legal advice from a legal professional practicing law in your jurisdiction.
9. You acknowledge that: (i) ForgingBlock is not a bank or brokerage and the Services provided are facilitation services rather than banking services; and (ii) ForgingBlock is not acting as a trustee, fiduciary or escrow with respect to your virtual currency or funds, but is acting only as a Service provider. (iii) ForgingBlock is not storing, holding, or maintaining custody or control of virtual currency on behalf of others. You have full control of your wallets and assets.
- 10. Changes to Terms or Services**
 - We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site, by providing you a notice in a manner we deem reasonable including notifications within the product's dashboard, and through other communications.
 - If you don't agree to be bound by the modified Terms, you must stop using the Services. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
- 11. Acceptable Use and ForgingBlock Enforcement Rights**
 - **You agree not to use the Services in ways that:**

1. Violate, misappropriate, or infringe the rights of ForgingBlock, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
2. Are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes;
3. Involve publishing falsehoods, misrepresentations, or misleading statements, including impersonating someone; or
4. Involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
5. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or Content;
6. Disguise your location through IP proxying or other methods;
7. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
8. Violate any applicable law or regulation; or
9. Encourage or enable any other individual to do any of the foregoing.
10. You agree to comply with all applicable U.K. and non-U.K. export control and trade sanctions laws ("Export Laws"). Without limiting the foregoing, you may not use or download the Services if 1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) you intend to supply any Services to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial sanctions regime

12. Termination

- We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the dashboard. Upon termination or cancellation of your account, you will cease all use of the Service and Content. Upon any termination, discontinuation or cancellation of Services or your Account, except as specifically set forth herein, the following provisions will survive: Content and Content Rights, Content Ownership, Responsibility and Removal, Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, and General Terms.

13. Warranty Disclaimers

- YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES (INCLUDING ANY PRIVATE KEY STORAGE SERVICE OFFERED AS PART OF THE SERVICES, WHETHER CLOUD OR HARDWARE-BASED) AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FORGINGBLOCK SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. FORGINGBLOCK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

- USE OF ANY PRIVATE KEY STORAGE SERVICE INCLUDED AS PART OF THE SERVICES IS OFFERED TO YOU AS A CONVENIENCE, SUBJECT TO THE LIMITATIONS ABOVE. TO BE SAFE, YOU SHOULD ALWAYS BACKUP YOUR PRIVATE ACCESS KEY VIA SECONDARY MEANS.

14. Limitation of Liability

- TO THE EXTENT NOT PROHIBITED BY LAW, FORGINGBLOCK SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR BACKUP PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO THE ETHEREUM NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ETHER OR ANY OTHER DIGITAL TOKEN OR DIGITAL ASSET ON THE ETHEREUM NETWORK. FORGINGBLOCK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FORGINGBLOCK HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FORGINGBLOCK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE APP.
- SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL FORGINGBLOCK COMMERCE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00).

15. Refund Policy

- ForgingBlock is a decentralized gateway, all the transactions are between seller and buyer directly, ForgingBlock software only involves providing user interfaces, and supporting services. ForgingBlock does not hold Virtual Currency during transactions. And refund actives will be up to sellers.
- Completed Transactions. It is the nature of Bitcoin, Litecoin, and the other virtual currencies that we support that all Virtual Currency Transactions are final with no method of refunding, charging back or other recourse for the sender of the virtual currency. As such we are unable to cancel, reverse or provide refunds for any Virtual Currency Transaction made through our Services.
- No Liability for Errors/Omissions. You accept and acknowledge that we are not liable or responsible for any errors or omissions that are made in connection with any Virtual Currency Transaction initiated via the Services. We strongly encourage you to review your transaction details carefully before attempting to transfer a virtual currency

16. Complaints, comments and suggestions: We strive to give you the optimal service. If you have a complaint, comment or suggestion, you can contact us at info@forgingblock.io Please provide us with your contact details, and a clear description and reason for your complaint. Complaints are usually processed within 30 working days.