

Cryptoboard Terms and Conditions

v1.0.0 — August, 2018

1. DEFINITIONS

1.1 The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including the Cryptoboard Privacy Statement) and procedures that we may publish from time to time on the Web Application.

1.2 "Cryptoboard", "We" and "Us" refer to Bitwise Operator (a company registered in The Netherlands), the creators of Cryptoboard as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.

1.3 "User", "Users" refer to persons, companies or organizations that are visiting Cryptoboard, or subscribing to Cryptoboard.

1.4 The "Web Application", "Service", "Website" or "Application" refer to the website located at cryptoboard.tech, and all content, services, and products provided by Cryptoboard.

1.5 "Data" refers to all data, charts, statistics and information provided by Cryptoboard on the Web Application.

2. ACCOUNT

2.1. You must provide a valid email address to become a subscriber.

2.2 You must be a human to create an account. Accounts registered by "bots" or other automated methods are not permitted. One person or legal entity may maintain no more than one free trial account.

2.3 You must be age 18 or older. Cryptoboard does not target our Service to people under 18, and we do not permit any Users under 18 on our Service. If we learn of any User under the age of 18, we will terminate that User's account immediately. If you are a resident of a country outside The Netherlands, your country's minimum age may be different; in such a case, you are responsible for complying with your country's laws.

Your login may only be used by one person — i.e., a single login may not be shared by multiple people. The number of Users must not exceed the number of accounts you've ordered from us.

2.4 You are responsible for keeping your account secure while you use our Service. The content of your account and its security are up to you.

You are responsible for all content posted and activity that occurs under your account.

You are responsible for maintaining the security of your account and password. Cryptoboard cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You will promptly notify Cryptoboard if you become aware of any unauthorized use of, or access to, our Service through your account, including any unauthorized use of your password or account.

3. ACCEPTABLE USE

3.1 Compliance with Laws and Regulations

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, financial laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

3.2 Services Usage Limits

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without Cryptoboard's express written permission.

3.3 Scraping

Scraping refers to extracting data from our Website via an automated process, such as a bot or webcrawler. You may scrape the website for the following reasons:

Researchers may scrape publicly accessible, non-personal information from Cryptoboard for research purposes, only if any publications resulting from that research are open access.

Archivists may scrape Cryptoboard for public data for archival purposes.

You may not scrape Cryptoboard for spamming purposes, including for the purposes of selling Cryptoboard's users' personal information, such as to recruiters, headhunters, and job boards.

3.4 Excessive bandwidth use

If we determine your bandwidth usage to be significantly excessive in relation to other Cryptoboard users, we reserve the right to suspend your account or throttle your requests until you can reduce your bandwidth consumption.

3.5 User Protection

You agree not to engage in activity that significantly harms our Users. We will resolve disputes in favor of protecting our Users as a whole.

4. PAYMENT

4.1 Pricing

Our pricing and payment terms are available in your Subscription Dashboard settings. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

4.2 Upgrades, Downgrades, and Changes

We will immediately bill you when you upgrade from the free plan to any paying plan. If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately. You may change your level of service at any time by choosing a plan option or going into your Subscription settings. If you choose to downgrade your account, you may lose access to content, features, or capacity of your account. Please see our section on Cancellation for information on getting a copy of that Content.

4.3 Billing Schedule; No Refunds

The Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service, downgrade refunds, or refunds for months unused with an open account; however, the service will remain active for the length of the paid billing period. In order to treat everyone equally, no exceptions will be made.

4.4 Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, for fees that you authorize for Cryptoboard.

4.5 Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay Cryptoboard any charge incurred in connection with your use of the Service. If you dispute the matter, contact Cryptoboard Support. You are responsible for providing us with a valid means of payment for paid accounts. Free accounts are not required to provide payment information.

5. CANCELLATION AND TERMINATION

5.1 Account Cancellation

It is your responsibility to properly cancel your account with Cryptoboard. You can cancel your account at any time by e-mailing us on cryptodashboardtech@gmail.com from your subscribed e-mail account.

5.2 Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the content of your user data within two weeks of cancellation or termination (though some information may remain in encrypted backups). This information can not be recovered once your account is cancelled.

5.3. Cryptoboard May Terminate

Cryptoboard has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. Cryptoboard reserves the right to refuse service to anyone for any reason at any time.

5.4. Survival

All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

6. DISCLAIMER OF WARRANTIES

Cryptoboard provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

Cryptoboard does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

Cryptoboard does not recommend to buy, sell or hold any cryptocurrencies that are listed in the application. All data, charts, statistics and information provided by the Service is not a trading advice, financial advice, investment advice or any other advice. While we try to make the data as accurate as possible, we cannot guarantee the accuracy of the data shown in any way. We always recommend to do your own research and to use all the data shown with care and wisdom.

7. LIMITATION OF LIABILITY

You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Service;
- any other user interactions that you input or receive through your use of the Service; or
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

8. CHANGES TO THESE TERMS

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price changes, at least 30 days prior to the change taking effect. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.