

## DISCLAIMER

BY CLICKING THE "I ACCEPT" BUTTON YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPTED OUR TERMS OF SERVICE, AND AGREE TO BE BOUND BY THEM.

YOU UNDERSTAND THAT DESPITE THE SAFETY MECHANISMS INTRODUCED BY TABBY PAY, USING CRYPTOCURRENCIES IS INHERENTLY RISKY.

BLOCKCAT DOES NOT MAKE ANY GUARANTEES OF THE LEGITIMACY OR CREDIBILITY OF TABBY PAY USERS, SO YOU SHOULD ALWAYS TAKE PROPER PRECAUTIONS TO PROTECT YOURSELF FROM SCAMS.

BY USING TABBY PAY YOU ASSUME ALL RISK AND WAIVE ANY CLAIM YOU MAY HAVE, FOR ANY REASON, AGAINST BLOCKCAT IN CONNECTION WITH YOUR USE OF TABBY PAY.

## TERMS OF SERVICE

These Terms of Service (this "*Agreement*") are entered into by BlockCAT Technologies Inc. ("BlockCAT") and the entity executing this Agreement ("*You*"). This Agreement governs Your use of the Tabby Pay platform ("*Tabby Pay*"). BY CLICKING THE "I ACCEPT" BUTTON OR USING TABBY PAY, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT.

In consideration of the foregoing, the parties agree as follows:

### 1. Fees and Gas Costs.

Subject to this Agreement, BlockCAT will charge a user fee for each use of Tabby Pay (the "Fees"). BlockCAT may change its Fees and policies for the use of Tabby Pay from time to time, and by continuing to use Tabby Pay, You agree to the changes in Fees and policies. Unless otherwise stated, all fees are quoted in Ether ("ETH"). If Your account does not hold enough ETH required to pay the Fees, You understand that Tabby Pay will not process the transaction.

Tabby Pay will also add to every transaction the Ethereum Network Fee ("Gas"). Gas will be charged when ETH is sent via Tabby Pay, is received from Tabby Pay, or is returned to the original sender by Tabby Pay upon being cancelled and recalled by the original sender. The price paid for Gas is determined by You for each transaction, and You understand that the time taken to process the transaction is dependent on many variables, including the amount of Gas paid for the transaction.

You understand that Gas and the Fee are non-refundable in all circumstances, including, but not limited to the transaction being cancelled by You, or the transaction failing to be requested by the receiving wallet address.

## 2. Information Collected.

You understand and agree that while Tabby Pay itself does not collect or store the personal information of any user, the following services are used on the Tabby Pay website which collect information about the user, and which information will be made available to BlockCAT, subject to the terms and conditions of the services' privacy policies:

- a. Google Analytics - the Google Analytics Privacy Policy may be found here: [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/)
- b. Hot Jar - the HotJar Privacy Policy may be found here: <https://www.hotjar.com/privacy>
- c. Sentry - the Sentry Privacy Policy may be found here: <https://sentry.io/privacy/>

## 3. Availability, Errors, and Inaccuracies.

In order to provide exceptional service, and accuracy, we regularly update Tabby Pay. We cannot and do not guarantee the accuracy or completeness of any information on Tabby Pay, including prices and services provided. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Despite our best efforts, Tabby Pay may have an error regarding the transaction cost, the services may be inaccurately described, or the services may be unavailable. We may experience delays in updating information on Tabby Pay and in our advertising on other websites.

## 4. Unclaimed Transactions

You understand that if You, or the third party to whom You send ETH, do not request the ETH sent to the Tabby Pay smart contract (the "Unclaimed Amount"), BlockCAT reserves the right, at its sole discretion, to claim the Unclaimed Amount after a six (6) month waiting period has elapsed, such waiting period to begin at the date and time that the Unclaimed Amount was sent to the Tabby Pay smart contract.

## 5. Third Parties

Tabby Pay may contain links to, or integration with, third-party web sites or services that are not owned or controlled by BlockCAT. BlockCAT has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You agree that BlockCAT 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 websites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

6. Indemnification.

To the extent permitted by applicable law, You will indemnify, hold harmless and defend BlockCAT, and its subsidiaries, at Your expense, from any and all third-party claims, actions, proceedings, and suits brought against BlockCAT or any of its officers, directors, employees, agents, affiliates or subsidiaries, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable lawyers' fees and other litigation expenses) incurred by BlockCAT or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Your breach of any term or condition of this Agreement, (ii) Your use of Tabby Pay, (iii) Your violations of applicable laws, rules or regulations in connection with Tabby Pay, (iv) any representations and warranties made by You concerning any aspect of Tabby Pay, (v) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Your use of Tabby Pay. BlockCAT will provide You with written notice of any claim, suit or action from which You must indemnify BlockCAT. You will cooperate as fully as reasonably required in the defense of any claim. BlockCAT reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You.

7. Limitation of Liability

You agree that BlockCAT, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) Your access to or use of Tabby Pay; (ii) Your inability to access or use Tabby Pay; (iii) any conduct or content of any third-party on or related to Tabby Pay; and (iv) the unauthorized access to, use of or alteration of Your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

8. Disclaimer and Non-Waiver of Rights

BlockCAT makes no guarantees, representations or warranties of any kind as regards Tabby Pay and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of Tabby Pay is at Your sole risk. Tabby Pay is provided on an "AS IS" and "AS AVAILABLE" basis. Tabby Pay is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

BlockCAT, its subsidiaries, affiliates, and its licensors do not warrant that a) Tabby Pay will function uninterrupted, function securely or be available at any particular time or location; b) any errors or defects will be corrected; c) Tabby Pay is free of bugs or errors in the underlying code; d) the results of using Tabby Pay will meet Your requirements; or e) You will not experience loss as a result of using Tabby Pay.

YOU USE TABBY PAY AT THE YOUR OWN RISK AND ANY LOSSES DUE TO, OR IN CONNECTION WITH THE USE OF TABBY PAY ARE YOUR RESPONSIBILITY ALONE.

If You breach any of these Terms and BlockCAT chooses not to immediately act, or chooses not to act at all, BlockCAT will still be entitled to all rights and remedies at any later date, or in any other situation, where You breach these Terms. BlockCAT does not waive any of its rights. BlockCAT shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

9. Modifications to Terms of Service and Other Policies.

BlockCAT may modify these terms or any additional terms that apply to Tabby Pay to, for example, reflect changes to the law or changes to Tabby Pay. You should look at the terms regularly. If You do not agree to the modified terms for Tabby Pay, You should discontinue Your use of Tabby Pay. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of BlockCAT, (ii) You accept updated terms online, or (iii) You continue to use Tabby Pay after BlockCAT has posted updates to the Agreement or to any policy governing Tabby Pay.

10. Copyright/Trademark Information.

Copyright © 2017–2018, BlockCAT Technologies Inc. All rights reserved. All trademarks, logos, and service marks (“Marks”) displayed on Tabby Pay are the property of BlockCAT or of their respective holders. You are not permitted to use any of the Marks without the applicable prior written consent of BlockCAT or such respective holders. BlockCAT reserves the right to alter product and services offerings, specifications, and pricing at any time without notice, and is not responsible for typographical or graphical errors that may appear in this or in related documents.

11. Miscellaneous, Applicable Law and Venue.

- a. **Force Majeure.** BlockCAT will be excused from performance in this Agreement to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control.
- b. **Entire Agreement.** This Agreement (including any amendment agreed upon by the parties in writing) represents the complete agreement between You and BlockCAT

concerning its subject matter, and supersedes all prior agreements and representations between the parties.

- c. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- d. **Governing Law.** This Agreement will be governed by and construed under the laws of the Province of British Columbia without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and British Columbia law, rules, and regulations, British Columbia law, rules and regulations will prevail and govern.
- e. **Venue.** Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Kelowna, British Columbia.
- f. **Non-Waiver.** A waiver of any default is not a waiver of any subsequent default.
- g. **Assignment.** You may not assign, sub-license or otherwise transfer any of Your rights under these Terms. BlockCAT may choose to transfer or sell their rights under this terms of service agreement at any point, for any reason, and such transfer shall not affect the rights and obligations of either BlockCAT or the You, under this terms of service agreement. If BlockCAT assigns its rights under this Agreement to any third party (the "Assignee"), this Agreement shall be read to substitute the name of the Assignee for "BlockCAT" in all instances in this Agreement.
- h. **Application.** This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.