

## Terms and Conditions

Accessing this website (Site) constitutes your agreement to the following Terms and Conditions (Terms). If you do not agree with these Terms, you may not access the Site.

The Site is operated by BLOCKFLIX L.L.C. (BLOCKFLIX, us, or we). We are a company incorporated in Montana and our principal place of business is located at 130 Neill Avenue, 2<sup>nd</sup> Floor Helena, MT 59601 USA.

### User Acknowledgements

Although the Site may provide data, information or content provided by third-parties or us relating to securities of certain issuers, including BLOCKFLIX (Information), you should not interpret any such Information as tax, legal, financial, or investment advice, the provision of brokerage or investment banking services, or a recommendation to invest in any security. We have no special relationship with or fiduciary duty to you and your use of the Site does not create such a relationship.

You agree and acknowledge that BLOCKFLIX is not a registered broker-dealer, funding portal, investment adviser or investment manager. The Site does not provide any brokerage services. Any brokerage services offered by third-parties (including by affiliated entities) referenced or linked through the Site are provided, to the best of BLOCKFLIX knowledge, by registered broker-dealers. Those broker-dealers and any other third-party providers are responsible for ensuring that they have the appropriate licenses and authorization to provide the services offered or linked through the Site.

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### Copyright

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in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal use and that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as

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#### Intellectual Property Infringement

In accordance with the Digital Millennium Copyright Act, we are not liable for any infringement of copyrights, trademarks, trade dress or other proprietary or intellectual property rights arising out of Content posted on or transmitted through the Site, or items advertised on the Site, by third parties. If you believe that your rights under intellectual property laws are being violated by any Content posted on or transmitted through the Site, or items advertised on the Site, please contact us promptly so that we may investigate the situation and, if appropriate, block or remove the offending Content and/or advertisements. It is our policy to disable access to infringing materials, and to terminate access of repeat infringers to the Site. In order for us to investigate your claim of infringement, you must provide us with the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work or other intellectual property that you believe has been infringed;

A description of where the material that you claim is infringing is located or identified on the Site;

Your name, address, telephone number, and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to our agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

By mail:

Copyright Agent

c/o BLOCKFLIX L.L.C.

130 Neill Avenue, 2<sup>nd</sup> Floor

Helena, Montana 59601 By e-mail: [info@BLOCKFLIX.com](mailto:info@BLOCKFLIX.com)

Site Access

You may not download (other than page caching) or modify the Site or any portion of it without our express, prior written consent. This includes: a prohibition on any resale or commercial use of the Site or its Content; any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Site or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express, prior written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express, prior written consent. You may not use any meta tags or any other hidden text utilizing our name or trademarks without our express, prior written consent.

Export

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## Links

We are not responsible for the content of any sites that may be linked to or from the Site or any bulletin board associated with us or the Site. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Site is independent from us, and we have no control over the content of that other website. In addition, a link to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website. In no event shall any reference to any third party or third party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party. Any services provided on any third-party websites are provided by such third-parties and not by BLOCKFLIX.

## Disclaimers and Limitations of Liability

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## Online Conduct

You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You agree not to harass, advocate harassment, or to engage in any conduct that is abusive to any person or entity. You are prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Site. If we are notified of or suspect allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat, online review, blog or participation in our Community tab), we may (but without any obligation) investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect our rights or property, our users and customers and/or you.

We reserve the right, but not the obligation, to prohibit conduct, communication, or Content that we deem in our sole discretion to be unlawful or harmful to you, the Site, Site users, our customers, our rights or any third party. We assume no liability for any action or inaction with respect to conduct, communication, or Content on the Site.

## Online Conduct - User Content

For any information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively User Content), sent, transmitted, or uploaded by you on the Site, you agree to grant (i) us and our respective contractors and business partners a non-exclusive, transferable, sub-licensable, royalty-free, fully paid up, worldwide license in perpetuity to use, copy, publicly perform, digitally perform, publicly display, and distribute such User Content and to prepare derivative works based on, or incorporate into other works, such User Content, with or without attribution; and (ii) subject to the restrictions set forth in these Terms, all users an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each user's personal, non-commercial use. You understand that all your User Content may be visible to, sent to, and viewed by all other users of the Site, and you expressly waive any privacy rights you may otherwise have to your User Content. You agree to allow us, if we elect in our sole discretion, to email your User Content to other users. You are solely responsible for your User Content and for the resolution of any disputes that arise between you and any other entity or individual because of your User Content. You agree not to post, upload, or transmit any User Content that violates the intellectual property rights of any third party including: copyright, patent,

trademark, trade secret, publicity or privacy rights, or any other proprietary right of any party. You understand and agree that we do not monitor but reserve the right to review and delete any User Content for any or no reason, including but not limited to User Content that, in our sole discretion, (i) violates these Terms, (ii) is offensive or illegal, or (iii) may harm, violate the rights of or threaten the safety of any User and/or any other individual or entity.

#### Your Consent to Notices

You agree that we have the right to send you certain information in connection with the Site. We may send you this and any other information in electronic form to the e-mail address you specified when you created an account through the Site. You may have the right to withdraw this consent under applicable law, but if you do, we may cancel your rights to access the Site. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you access and use the Site, you agree that you will have, or have access to, the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you agree to stop using or accessing the Site.

#### Termination of Usage

We may terminate your access or suspend your right to access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law, is in breach of these Terms or is harmful to the interests of other users, Associates, or us. In addition, we reserve the right to refuse access, or orders, from any user in our sole discretion.

#### Usage by Minors

This Site is not intended for or directed to persons who are minors (typically persons under the age of 18, depending on where you live). Because we cannot prohibit minors

from accessing the Site, we must rely on parents, guardians and those responsible for supervising minors to decide which materials are appropriate for minors to view and/or purchase. By registering with this Site, purchasing products from us or providing us with any information, you represent to us that you are legally permitted to enter into a binding contract (18 years of age or older in most jurisdictions) or, if you are under the legal age of consent, you have the express permission from your parent or guardian and that any information you provide to us is not inaccurate, deceptive or misleading. We require that all purchases be made either (i) by individuals who are not minors and who can legally enter into binding contracts (typically persons 18 years of age or older, depending on where you live), or (ii) by minors with the permission of a parent or guardian to purchase items on the Site.

#### Applicable Law

If you access the Site from anywhere in the United States or Canada, or any location outside of North America you agree that the laws of the State of Montana, USA, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and BLOCKFLIX.

## Disputes

If you access the Site from within the United States or Canada, any dispute relating in any way to your visit to the Site, to these Terms, to our Privacy and Security Policy, to our advertising or solicitation practices or to products you purchase through the Site shall be submitted to confidential arbitration in Helena, Montana, USA, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Montana, USA and you consent to exclusive jurisdiction and venue in such courts. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise.

## Site Policies, Modification and Severability

These incorporated policies also govern your visit to the Site. We reserve the right to make changes to the Site, any incorporated policies, and these Terms at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

These Terms were last revised and updated on September 10, 2019.