

Terms of Service

Last updated on January 22nd, 2024

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE FOR THIS WEBSITE ("TOS") BEFORE USING THIS WEBSITE.

By continuing to access, link to, or use this website, or any service on this website, you signify YOUR ACCEPTANCE OF THE TOS. MultiChain Index reserves the right to amend, remove, or add to the TOS at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the TOS whenever accessing, linking to, or using this website. Your access, link to, or use of the website, or any service on this website, after the posting of modifications to the TOS will constitute YOUR ACCEPTANCE OF THE TOS, as modified. If, at any time, you do not wish to accept the TOS, you may not access, link to, or use the website. Any terms and conditions proposed by you which are in addition to or which conflict with the TOS are expressly rejected by MultiChain Index and shall be of no force or effect.

Definitions

"Company" means MultiChain Index LLC.

"Data" means all data available on this Website.

"Services" means this Website, including but not limited to, its information, Data, materials, software, functionality, services, content, and equipment and related email messages and communications made by MultiChain Index.

"User" means any physical person who accesses and/or uses this Website, Services, and/or Data.

"Website" means this MultiChain Index website (currently at "www.multichainindex.com") and all successor websites.

1 Eligibility

To be eligible to access and use the Website, you must be at least 18 years old (or the age of majority where you reside, whichever is older), and must not be barred from using the Website under applicable law. In addition, you must be able to form a legally binding contract online either on behalf of a company or as an individual.

If you are agreeing to the TOS on behalf of a company or other legal entity, you represent that you have the legal authority to bind the company or other legal entity to the TOS, can form a legally binding contract online, and have the full right, power and authority to enter into and to comply with the obligations under the TOS.

Additionally, by accessing the Website, you represent and warrant that you are not subject to sanctions by the United States, and are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Website would be illegal or otherwise violate any domestic or foreign law, rule, statute, or regulation (“Applicable Law”).

We may suspend, restrict or terminate your access to any or all of the features via the Website, and/or block or bar any transactions of yours if: a) We are so required by a subpoena, court order, or binding order of a government authority, or under any applicable laws and regulations; b) You breach this TOS including without limitation to conducting any prohibited activities under this TOS; c) We determine to do so for any legal or regulatory reasons at our sole discretion.

Certain tokens offered on the Website have specific eligibility, beyond the general eligibility above. [Click here](#) to be taken to the page containing the Disclaimer regarding the MCI Token Restricted for Restricted Persons (“Restricted Token”). The transfer or resale of the Restricted Token to any Restricted Person is not permitted.

Prior to entering any transaction for tokens, you agree to review the list of Restricted Token and monitor the list for updates to ensure your compliance with the Agreement

and any Applicable Law. The Company bears no responsibility for your status and any actions you undertake in connection with MultiChain Index transactions.

Nothing on the MultiChain Index Website shall be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

MultiChain Index, in its sole discretion, shall determine the intended and acceptable uses of the Services. You acknowledge that the Services are provided for informational purposes only.

2 Modifications to these Terms

We reserve the right, in our sole discretion, to modify the TOS at any time. If we make changes, we will provide you with notice of such changes by updating the date at the top of this TOS. Unless we say otherwise in our notice, any modifications are effective immediately, and your continued use of the Website will confirm your acceptance of the changes. If you do not agree to the amended TOS, you must stop using the Website.

3 Proprietary Rights

Subject to the foregoing, MultiChain Index owns or is duly authorized to use all intellectual property and other rights in the Website and its contents, including all text, images and trademarks displayed or provided on the Website, and all Website software. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Website or any of its contents. Provided that you are eligible, and in consideration for your compliance with the TOS, you are hereby granted a single, personal, limited license to access and use the Website. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause. Use of the Website or its contents for any purpose not expressly permitted by this TOS is strictly prohibited.

Unlike the Website, the underlying MultiChain Index token is operating on the Polygon Network that is open source software and not MultiChain Index proprietary software.

4 Warranty Disclaimer

To the maximum extent permitted under Applicable Law, the Website (and any of its content or functionality) is provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Website (including any related data) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Website are correctable or will be corrected.

5 Disclaimer about Information

Accuracy

You are aware that we rely on third-party sources for information You are aware that we rely on third-party sources for information about certain digital tokens indicated on the Website and we have the right to choose, change and remove any third-party information source at our discretion. Digital token information, including token description, total supply, market cap and 24 hour volume, is currently derived from third-party sources such as coinmarketcap.com. We are not responsible for the quality, accuracy, timeliness, completeness or reliability of any of the digital token information via the Website. You are obligated to collect sufficient information and keep yourself well informed before trading any digital tokens.

6 Disclaimer about MultiChain Index Token

MultiChain Index token is a very high risk product unsuitable for many crypto users. Past performance is no guarantee of future returns.

[Click here](#) to be taken to the page containing the Disclaimer regarding the MCI Token Restricted for Restricted Persons (“Restricted Token”). Prior to entering any transaction with MultiChain Index Token, you agree to review the page and monitor it for updates to ensure your compliance with the TOS and any Applicable Law.

You understand that MultiChain Index is not registered or licensed by the Commodity Futures Trading Commission, Securities and Exchange Commission, Financial Crimes Enforcement Network, or any financial regulatory authority, and that no financial regulatory authority has reviewed or approved the Website. You further understand that MultiChain Index is not acting as an investment adviser or commodity trading adviser to any person, does not offer securities services in the United States or to U.S. persons, and that the contents of the Website do not constitute advice or recommendations concerning any commodity, security or other asset.

Any third party promoting MultiChain Index products does so under the express understanding and agreement that they have a new product diligence, compliance and KYC obligation and function, and offer MultiChain Index products only where they are permitted to do so in full compliance with all applicable regulations.

Third parties promote MultiChain Index products at their own discretion and risk, taking on all regulatory compliance burdens that come with such activity, in all jurisdictions in which they offer them. MultiChain Index shall not be liable for such third party's' failures of regulatory compliance.

Additionally, no person may acquire MultiChain Index products unless they are in compliance with the Disclaimer regarding the Restricted Persons and are:

- (A) not a “U.S. Person” as defined in Rule 902 of Regulation S promulgated under the Securities Act, (B) not offering, trading or holding MultiChain Index products for the account or benefit of any U.S. Person, (C) not intending to sell, grant any participation in, or otherwise distributing MultiChain Index products to any U.S. Person;
- (A) not a “U.S. person” as defined in 17 C.F.R. § 23.23(a)(23) of the CFTC Cross-Border Swaps Rule, (B) not acquiring MultiChain Index assets for the account or benefit of any U.S. person, (C) not intending to sell, grant any participation in, or otherwise distributing MultiChain Index products to any U.S. Person; and
- Not intending to offer, sell, or distribute MultiChain Index products or have a direct or indirect participation in any such undertaking or the underwriting of any such undertaking.

The MultiChain Index token has not been and will not be registered under the securities laws of THE MARSHALL ISLANDS, CANADA, CHINA, HONG KONG, THE UNITED KINGDOM, SOUTH KOREA, JAPAN, AUSTRALIA, NEW ZEALAND, SINGAPORE, COUNTRIES OF THE EUROPEAN UNION AND EUROZONE, SWITZERLAND, SERBIA, ISRAEL, THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES, MALAYSIA, KAZAKHSTAN, THE RUSSIAN FEDERATION, PANAMA, GIBRALTAR, EGYPT, CAYMAN ISLANDS, THE BRITISH VIRGIN ISLANDS and any other jurisdiction. Residents of the aforementioned countries acknowledge the responsibility to determine whether they qualify as Restricted Persons. MultiChain Index assumes no responsibility for their status, and any actions taken by them on the secondary market.

THIS TOKEN IS NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN CUBA, IRAN, NORTH KOREA, SYRIA, THE CRIMEA REGION OR ANY OTHER COUNTRY OR TERRITORY THAT IS SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS.

MultiChain Index shall not be liable for any person or entity’s failure to understand, agree to and comply with each of the provisions above.

Neither the Company nor any of its licensors makes any warranties or representations, express or implied, to the User with respect to the access to, and the use of, the Website, the Services, and the Data. In particular, the User acknowledges and accepts the following disclaimers of the Company:

The Company reserves the right to remove any of the Services and/or Data from the Website at any time without notice. The Company may discontinue or change the Website, or its availability, at any time.

- The Company may, in its sole discretion, implement at any time and without notice any technical, administrative, content-related or other changes on the Website (including such changes to the Services and/or Data), which changes may affect the Services and/or Data. For example, the Company may change the way the Services and/or Data are organized and formatted on the Website, how they can be accessed and downloaded and, in particular, the Company may also add or remove some information and change methodologies at any time and change the components and methodologies of the MultiChain index.
- The Company is not providing investment advice, tax advice, legal advice, or other professional advice via the Website, and neither the Company recommends or endorses the purchase or sale of any security or investment product. Inclusion of other components in an index does not in any way reflect an opinion of the Company of the investment merits of such asset or other component.
- The Website may include data, facts, views, opinions and recommendations of third parties which are used by the Company without any review for accuracy or completeness. The User acknowledges that the Company is not responsible for such content, and that the Company shall have no liability to the User or any other person or entity for the use of such content.
- The User may, through hypertext or other computer links, gain access to other websites. The User acknowledges that the Company is not responsible for the content or operation of such websites, and that the Company shall have no liability to the User or any other person or entity for the use of third party

websites. The User is solely responsible for determining the extent to which it may use any content at any other websites to which it links from the Website.

- The Company does not make any warranties or representations in respect of the absence of any third party rights related to the use of the Services or Data.
- There is the risk that the Website may contain viruses (e.g., computer program files containing codes capable of (a) damaging or destroying software, hardware or data, (b) shutting down, prohibiting access or impairing normal operation, or (c) assisting in or enabling theft or alteration of data), and any of the events described above may negatively affect the use of the Services or Data, the results obtained there from, or the software environment and data used by the User.

7 Payments and Fees

The Website can utilize APIs and smart contracts to connect users with the Ethereum Blockchain, Polygon (Matic) Blockchain and other Blockchains. Transactions on Polygon or that otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure require that you pay a fee, such as “gas” charges on the Polygon network, for the computational resources required to perform a transaction (such payments and fees, “Charges”).

MultiChain Index does not currently charge any fees for your transactions on the Website. You are responsible for paying the Charges automatically imposed by the Polygon Network and others. However, we reserve the right to charge fees for your use of the Website and adjust the pricing anytime. If such fees are imposed, we will notify you of the fees and pricing of your transaction when you authorize the transaction.

MultiChain Index also reserves the right to issue any tokens within any blockchain network.

You acknowledge and agree that MultiChain Index has no control over any transactions, the method of payment of any Charges, if applicable, or any actual payments of Charges, if applicable. Accordingly, you must ensure that you have a

sufficient balance of the applicable wallet address to complete any transaction on the Website before initiating such a transaction.

8 Ownership of Digital Tokens

You have full custody and control of the digital tokens in your digital wallets at all times. We do not custody your digital tokens and do not have access to, or retain the electronic private key of your digital wallet. As the owner and custodian of the digital tokens in your digital wallets, you shall bear all risk of loss of such digital tokens and you assume all legal risks associated with ownership of the tokens, as set forth in Section 9 of the TOS.

9 Risks Associated with Digital Tokens

By accessing and using the Website, you acknowledge that you comprehend the inherent risks associated with utilizing cryptographic and blockchain-based systems. Additionally, you affirm that you possess a proficient understanding of the usage and intricacies of digital tokens, including but not limited to bitcoin (BTC), ether (ETH), and other digital tokens issued within various networks, including Polygon (formerly Matic Network) and others. MultiChain Index does not control the underlying software protocols of any digital tokens displayed on the Website. You agree that we are not responsible for the operation, functionality or security of the underlying protocols and not liable for any loss of token value you may encounter due to any operating change, malfunction or failure of the underlying protocols.

You further understand that the markets for these digital tokens are highly volatile, and that there are risks associated with digital tokens including (but not limited to) those related to adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Polygon are variable and may increase dramatically at any time. You understand and agree to assume full responsibility for all of the risks of accessing and using the Website and interacting with the Polygon, Ethereum and other Blockchains, and agree that MultiChain Index is not responsible for any loss you may experience as a result of these risks.

You further assume all legal risks associated with ownership of the tokens, including but not limited to, any investigation or enforcement action brought by the Securities and Exchange Commission and/or any other enforcement agency or organization, and any private litigation based on violations of U.S. securities laws. In particular, you acknowledge that unauthorized resale of the U.S. Restricted Tokens may subject you to civil or criminal liability under U.S. securities laws.

You should be aware that anyone can create digital tokens via the Multi-Chain Networks (such as ERC20 tokens on Ethereum). We make no representation about the nature, quality, or legal categorization of the token or associated project. You are responsible for doing your own research as well as ensuring that you may legally execute transactions of the MultiChain index token in the jurisdiction where you reside.

10 Taxes

It is your sole responsibility to fulfill your tax obligations that apply to your transactions conducted via the Website. You should withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. We make reasonable efforts to make your transaction history available through your account but we make no representation about the completeness or accuracy of that information.

11 Privacy

Please refer to our [privacy policy](#) for information about how we collect, use, share and otherwise process information about you.

12 Changes, Suspension, Termination

We may, at our sole discretion, at any time and with or without prior notice to you, modify, suspend or disable, temporarily or permanently, the Website, in whole or in part, for any reason whatsoever, including, but not limited to, as a result of a security incident.

We will not be liable for any losses suffered by you resulting from any modification to the Website or from any suspension or termination, for any reason, of your access to all or any portion of the Website.

All of the TOS will survive any termination of your access to the Website regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive.

13 Electronic Notices

You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, our “Communications”) that we provide in connection with the TOS or the Website. You agree that we may provide our Communications to you by posting them on the Website. You may also contact our team to request additional electronic copies of our Communications by sending a support request to “multichainindex@gmail.com”.

14 Indemnification

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries (“Protected Parties”) from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from, including but not limited to: (a) your access to and use of the Website; (b) your violation of any term or condition of this TOS, the right of any third party, or any other applicable law, rule, or regulation; (c) any other party’s access and use of the Website with your assistance or using any device or account that you own or control; and (d) your violation any Applicable Law, including U.S. securities laws and all other applicable regulatory restrictions or requirements, in connection with your purchase or ownership of tokens purchased on the Website.

15 Prohibited Activities

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access to or use of the Website:

- Intellectual Property Infringement - Activity that infringes or violates any person or entity's copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.
- Fraud or Misrepresentation - Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- Cyberattack - Activity that seeks to interfere with or compromise the integrity, security or proper functioning of any computer, server, network, personal device or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.
- Gambling - Activity that stakes or risks something of value upon the outcome of a contest of others, an event, or a game of chance, including without limitation to lotteries, bidding fee auctions, political betting, sports forecasting and sweepstakes.
- Market Manipulation - Activity that violates any applicable law, rule, or regulation concerning the integrity of markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.
- IP Address Disguise: Activity that enables non-eligible persons to access or trade via the Website by using any virtual private network, proxy service, or any other third party service, network, or product with the intent of disguising your IP address or location.
- Any Other Unlawful Conduct - Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including (but not limited to) the restrictions and regulatory requirements imposed by U.S. law, including U.S. securities laws and all other applicable regulatory restrictions or requirements.

16 Exclusion of Consequential and Related Damages

In no event will MultiChain Index be liable for any incidental, indirect, special, punitive, exemplary, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, goodwill, profits or other business or financial benefit) arising out of or in connection with your use of the Website, whether under contract, tort (including negligence), civil liability, statute, strict liability, breach of warranties, or under any other theory of liability, and whether or not MultiChain Index has been advised of, knew of or should have known of the possibility of such damages.

17 Limitation of Liability

USER AGREES AND ACKNOWLEDGES THAT THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND MULTICHAIN INDEX SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS OR AVAILABILITY OF ANY INFORMATION TRANSMITTED OR MADE AVAILABLE VIA THE SERVICE. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION OBTAINED THROUGH THE SERVICES SUCH AS THE DATA. YOU AGREE THAT MULTICHAIN INDEX IS NOT RESPONSIBLE OR LIABLE FOR ANY DECISIONS MADE BY YOU AND OTHERS, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO BUSINESS PRACTICES, OR TRADING OR PURCHASING OF THE TOKENS.

User agrees and acknowledges that all business, trading, purchasing and holding the tokens, and other decisions that you make as a result of the use of the Services are subject to market risk, that the performance of any kind can never be predicted or guaranteed, and that any decisions you make to buy any instrument discussed on this Website or the Services will be based solely on your own evaluation of your financial circumstances, objectives, risk tolerance, liquidity needs and any other factors that you deem relevant. You should consult your legal or a tax professional regarding your specific situation.

Nothing on the Website or otherwise in connection with the Services shall be considered an endorsement or representation with respect to the business practices, products, services, or otherwise of any user of the Website or Services or any third party. You acknowledge that: (i) the Services may include certain information taken from third party sources; (ii) the provision of certain parts of the Services are subject to the terms and conditions of other agreements to which the Company representing MultiChain Index is a party; and (iii) none of the information contained on the Website or the Services is intended to provide legal, tax, or accounting advice or services.

You acknowledge that the information provided in the Services is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation or subject MultiChain Index or the Company, or cause them to violate any law or regulation.

To the extent permitted under applicable law, the Company or MultiChain Index shall not be liable to the User or anyone else for any loss or injury or damage whether such loss, injury or damage were foreseeable, known or otherwise, and for contingencies beyond its control in procuring, compiling, interpreting, reporting or delivering any Services.

To the extent permitted under applicable law, the Company or MultiChain Index shall not be liable to the User or anyone else for any damages whatsoever (including, without limitation: any direct, indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort, contract or otherwise) even if advised of the possibility of such damages.

The Company or MultiChain Index shall not be liable for damages resulting from 'force majeure', riot, acts of war, epidemics, natural disasters, or other events over which they have no control, (including, without limitation, strikes, lock-outs, traffic disruptions, orders by governmental authorities), or as a consequence of technical problems, such as IT disruptions, for which they are not at fault. The term 'force majeure' shall also include computer viruses or intentional attacks by 'hackers' on IT systems.

If you breach or threaten to breach any provision of the TOS, MultiChain Index shall be entitled to seek injunctive relief to enforce the provisions hereof, but nothing herein shall preclude MultiChain Index from pursuing any action or other remedy for any breach or threatened breach of these TOS, all of which shall be cumulative. If MultiChain Index prevails in any such action, MultiChain Index shall be entitled to recover from you all reasonable costs, expenses, and attorneys' fees incurred in connection therewith. MultiChain Index retains the right temporarily or permanently to block access to the Services if MultiChain Index, in its sole discretion, believes the Services have been or may be used for an improper purpose or in violation of the terms of the TOS or the rights of any third party.

18 Intellectual Property

The User acknowledges and accepts that all of the content on the Website, the Services, the Data and the files containing Data are, and shall remain, the property of the Company and/or its licensors, as applicable, and that they are protected by copyright and/or other intellectual property laws and/or unfair competition or misappropriation laws. Such content may only be used in accordance with these TOS and any unauthorized use is strictly prohibited. You agree to abide by all applicable copyright and other laws, as well as any additional copyright restrictions displayed in connection with the Services.

All trade names, trademarks, service marks and other product and service names and logos on the Website used are proprietary to their respective owners and are protected by applicable trademark laws. Any of the trademarks, service marks or logos (collectively, the 'Marks') displayed on the Website may be registered or unregistered marks of the Company or others. Nothing contained in the Website may be construed as granting any license or right to use any of the Marks displayed here without the express written permission of the Company or the owner of such Marks. Any unauthorized use of the Marks is strictly prohibited. You shall not use any of MultiChain Index' Marks in any manner that creates the impression that such Marks belong to or are identified with you or that you are associated with or licensed by MultiChain Index to use such Marks, and you acknowledge that you have no

ownership rights in or to any of these Marks. You may not remove any Marks incorporated into the Data.

The MultiChain Index and the respective index values, constituents, methodologies and all other subsets or elements of these indexes are proprietary to their respective owners and are protected by copyright, patents, trademark law, database rights and/or other intellectual property rights, as the case may be. Nothing contained in the Website may be construed as granting any license or right to use any index, in its entirety, or any element or subset of such index, without entering into a license agreement with the Company.

19 Release

To the extent permitted by applicable law, in consideration for being allowed to use the Website, you hereby release and forever discharge MultiChain Index from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly, to the Website.

20 Assignment

You may not assign any rights or licenses granted under the TOS. We reserve the right to assign any rights and/or licenses under this TOS without restriction, including but not limited to any MultiChain Index affiliates or subsidiaries or any successors of MultiChain Index's interests.

21 Force Majeure

We shall not be responsible for any delay or failure in performance of the Website resulted directly or indirectly from any events or circumstances beyond our reasonable control, including but not limited to, natural disaster, civil unrest,

terrorism, significant market volatility and failure of Internet services, equipment or software.

22 Dispute Resolution and Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with MultiChain Index and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. In addition, arbitration precludes you from suing in court or having a jury trial.

You and MultiChain Index agree that any dispute arising out of or related to this TOS, including threshold questions of the arbitrability of the dispute, is personal to you and MultiChain Index and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Except for small claims disputes in which you or MultiChain Index seeks to bring an individual action in small claims court located in the county or other applicable jurisdiction where you reside or disputes in which you or MultiChain Index seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and MultiChain Index waive your rights to a jury trial and to have any dispute arising out of or related to this TOS or the Website resolved in court. Instead, for any dispute or claim that you have against MultiChain Index or relating in any way to the Services, you agree to first contact MultiChain Index and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to MultiChain Index by email at “multichainindex@gmail.com”. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the claim and set forth the specific relief sought.

The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, MultiChain Index, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the disputes. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and MultiChain Index agree that for any arbitration you initiate, you will pay all fees and costs.

Any claim arising out of or related to the MultiChain Index must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and MultiChain Index will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 23 by emailing us at "multichainindex@gmail.com". In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 23. YOUR OPT-OUT OF ARBITRATION MUST BE WITHIN 30 DAYS FROM THE DATE YOU FIRST CONSENT TO THESE TERMS OF SERVICE (the "Opt-Out Deadline"). Any opt-out request received after the Opt-Out Deadline will be invalid and You must pursue Your Dispute in arbitration court.

23 Governing Law

The interpretation and enforcement of the agreement, and any dispute related to the agreement or the App, will be governed by and construed and enforced in accordance with the laws of the Marshall Islands, as applicable, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the

enforcement or validity of our intellectual property rights in any court having jurisdiction. You agree that the Marshall Islands is the proper forum for any appeals of an arbitration award or for court proceedings in the event that the agreement's binding arbitration clause is found to be unenforceable.

24 Contact us

If you have any questions regarding this Terms of Service contact us at "multichainindex@gmail.com".