

# ImagineBC Application Terms of Service

Version Date: September 15, 2020

ImagineBC is a provider of a blockchain-based service that allows its users to consent to the use of their information for various purposes, including targeted advertising and recruiting (the “*Service*”). ImagineBC operates its applications through which You access our Services. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES.

## 1. Acceptance of Terms

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME AND AVILABLE FROM THE SETTINGS MENU, AND AS INCORPORATING THE IMAGINEBC PRIVACY POLICY AVAILABLE FROM THE SETTINGS MENU (“*TERMS OF SERVICE*”), ARE A LEGAL AGREEMENT BETWEEN IMAGINEBC (“*IMAGINEBC*”) AND YOU (“*YOU*”).

YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY, BEFORE USING THE SERVICES. BY USING THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SERVICES.

You are responsible for regularly reviewing the Terms of Service, as the Terms of Service may be modified at any time. All such modifications will be effective immediately upon posting. If You are dissatisfied with any modification to the Terms of Service, Your only remedy (except where prohibited by law) is to terminate Your Account and discontinue use of the Services, as described in Section 14 (Termination and Survivability) of these Terms of Service. Your continued use of the Services after a change or update has been made to the Terms of Service constitutes Your acceptance of such change or update.

## 2. Eligibility

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE THE SERVICES. By using the Services, You represent and warrant that:

- (a) You are 18 years of age or older;
- (b) All registration information You submit to ImagineBC is truthful and accurate;
- (c) You will maintain the accuracy of such information; and
- (d) Your use of the Services does not violate any applicable law or regulation.

## 3. Use of Services

Provided that You comply with these Terms of Service, ImagineBC grants You a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access and use the Services through the application.

#### **4. User Accounts**

To use the Services, You will be required to create a user account (“*Account*”). If You create an Account, You agree to provide ImagineBC with current, complete, true and accurate information, and to update this information should it change. ImagineBC may suspend, terminate, modify, or delete Your Account with or without notice to You, at any time for any reason or for no reason, including but not limited to for violation of the Terms of Service or violation with any laws.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND PRIVATE KEY AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU. You agree to notify ImagineBC immediately of any unauthorized use of Your Account or any other breach of security. You may not use anyone else’s Account at any time and You may not allow anyone else to use Your Account at any time. You agree that ImagineBC will not be liable for any loss You may incur as a result of someone else using Your password, private key, or Account, either with or without Your knowledge, and You further agree that You will be liable for losses incurred by ImagineBC or another party due to someone else using Your password, private key, or Account.

IMAGINEBC RESERVES THE RIGHT TO CHANGE OR DISCONTINUE, IN WHOLE OR IN PART, THE SERVICES OR ANY OF ITS FEATURES, AT ANY TIME AND WITHOUT NOTICE. YOU AGREE THAT IMAGINEBC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY SUCH TERMINATION, SUSPENSION, CHANGE OR DISCONTINUANCE.

In the event that Your Account is terminated, suspended or canceled, or in the event that ImagineBC closes the Service, except for available cash balances held in trust or that ImagineBC otherwise chooses to make available, no refund will be granted and no other credits will be credited to You or converted to cash or other form of reimbursement, and You will have no further access to Your Account, Content or anything associated with it.

#### **5. Ownership of Content**

“*Content*” shall mean, without limitation, data, images, drawings, photographs, video, audio, text, and any and all other material and information You see in the Services. ALL USE OF CONTENT IS PROVIDED “AS IS” AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT ALL CONTENT, OTHER THAN CONTENT PROVIDED BY YOU, IS THE PROPERTY OF IMAGINEBC AND/OR ITS LICENSORS AND THAT YOU HAVE NO INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS IN ANY CONTENT, REGARDLESS OF WHETHER THAT CONTENT WAS PROVIDED BY IMAGINEBC, OR ANOTHER USER OF THE SERVICES.

You agree that You may not upload or otherwise transmit on or through the Service Content that is subject to any third-party rights unless any holder of such rights has given express authorization for distribution through the Services.

You agree that any Content You submit does not create an obligation for ImagineBC to provide You any payment or other remuneration.

## **6. Limitations**

ANY USE OF THE SERVICES IN VIOLATION OF THESE TERMS OF SERVICE WILL BE REGARDED AS AN INFRINGEMENT OF IMAGINEBC'S COPYRIGHT RIGHTS IN AND TO THE CONTENT.

You may not, under any circumstances, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, translate, transfer, buy, auction, rent, lease, loan or sell any Content, or other materials appearing in or generated by the Services, or any information obtained from the Services, whether provided by ImagineBC, third parties, or other users, without the prior express written consent of ImagineBC.

You may not use the Content or the Services in any manner that (by way of example and not strictly limited to):

- (a) Is unlawful or encourages illegal activity;
- (b) Could damage, disable, overburden, or impair any ImagineBC server, any network(s) connected to any ImagineBC server, and/or the Services;
- (c) Could interfere with any other party's use and enjoyment of the Services;
- (d) Gains or attempts to gain unauthorized access to any Services, unpublished information or material, other users' Accounts, or computer systems and/or networks connected to any ImagineBC server, or to any of the Services, through hacking, password mining or any other means;
- (e) Collects or aggregates information regarding other users' actions relating to the Services; or
- (f) Reverse engineers, decompiles, disassembles or attempts to reverse engineer, decompile, or disassemble any part of the Content or Services.

## **7. Rules of Conduct**

By way of examples and not as limitations, You agree that You may not access the Services to:

- (a) Attempt to obtain passwords, private keys, access protocols, other Account information, or any other private information from any other user of the Services, including, without limitation, the collection of Personal Data of others, including e-mail addresses.

(b) Use the Services in any manner other than as an individual user (i.e., not as a corporation or other entity).

(c) Remove, alter, conceal any copyright, trademark, patent or other proprietary rights notices contained in the Services and/or the Content.

## **8. REPUTATION Score**

Each user will receive a score representing their trust-worthiness and reputation within the ImagineBC Community (the “REPUTATION Score”). The REPUTATION Score will be calculated using ImagineBC’s proprietary algorithm taking into consideration a variety of factors selected solely by ImagineBC. Your REPUTATION Score will change over time based on these factors, which may include information You provide and Your activity on the application. Your REPUTATION Score may also be impacted by changes to the algorithm and factors selected by ImagineBC. You understand that this algorithm and these factors are subject to change at ImagineBC’s sole discretion and ImagineBC is not liable to You for any impact resulting from Your REPUTATION Score.

## **9. Account Funds**

As further set forth in ImagineBC’s Smart Contract Policy, You may receive money from time to time based on Your use of the Service or use by users that You invited to the Service. You may also deposit money into an account to be used within the Service. Funds received or deposited will be held in \$USD within a bank account and will be associated with You. You will be able to check the balance of these funds and to transfer or withdraw these funds all from within the Service. The Service may also provide You the ability to connect Your Account with a separate bank account.

A certain minimum portion of Your Account funds balance must be held within Your Account, once that amount has been initially earned or deposited, to allow for certain functionality within the Service, including for micropayments under \$0.01 USD (a “*Digital Balance*”). The Digital Balance minimum amount will initially be \$5.00 USD, but this amount will be subject to change at ImagineBC discretion. While the Digital Balance may not be withdrawn while Your Account is active, it does belong to you and may be withdrawn upon termination of Your Account.

## **10. Terminated Accounts and Abandoned Funds**

If Your Account is terminated, ImagineBC will attempt to transfer any remaining balance of funds in Your Account (including the Digital Balance) to any corresponding bank account or to an account that You provide for remaining balance transfer as part of the Account termination process. If You do not have a corresponding bank account tied to Your Account and do not provide a bank account for transfer of available funds upon termination, then ImagineBC will attempt to contact You through the Service messaging functionality to complete the termination and funds transfer process. If You do not respond to such contact attempts and fail to provide an account for funds transfer after a significant duration of time (but not earlier than twelve (12) months following Account termination), then any funds or credits tied to Your Account may be deemed abandoned by You and retained by ImagineBC, subject to any applicable federal, state and provincial laws.

## **11. Communications**

You acknowledge that ImagineBC will from time to time contact You through messages within the Service. ImagineBC will only have access to Your e-mail address for limited temporary use when You choose to provide such information as part of the onboarding identity verification and password reset processes. At all other times, ImagineBC will not retain access to Your e-mail address and therefore can only contact You via messaging functionality within the Service. If you wish to not receive any communication from ImagineBC You may terminate Your Account as described in Section 14 (Termination and Survivability).

## **12. Privacy/Security**

You understand that any information provided by You or collected by ImagineBC in connection with Your use of the Services will be used in the manner described in these Terms of Service and in ImagineBC's Privacy Policy, available from the Settings menu of the application, such Privacy Policy being incorporated into and made a part of these Terms of Service by this reference. If You do not agree to the Privacy Policy you may not use the Services. Without limiting the terms of the Privacy Policy, You understand that ImagineBC does not guarantee that Your use of the Services and/or the information provided by You will be private or secure, most notably in its transmission from You to the Services, and ImagineBC is not responsible or liable to You for any lack of privacy or security in the transmittal of information that You may experience. You are fully responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services.

## **13. Jurisdictional Issues**

The Services are controlled and operated by ImagineBC from its offices within the United States. ImagineBC makes no representation that Content and other materials available through the Services are appropriate or available for use in any other locations. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **14. Termination and Survivability**

These Terms of Service are effective until terminated. ImagineBC may terminate these Terms of Service with or without notice to You by terminating Your Account as set forth in Section 3 (Use of Services). You may terminate these Terms of Service and Your Account by terminating Your Account within the application and/or by withdrawing all of Your available balance including any Digital Overflow Balance. If You choose to terminate Your account then You agree to not, and You will not be permitted to, create a new Account within twelve (12) months following termination.

The provisions of Sections 5 (Ownership of Content), 6 (Limitations), 10 (Terminated Accounts and Abandoned Funds), 14 (Termination and Survivability), 16 (Disclaimer of Warranty; Limitation of Liability), 17 (Indemnity), and 18 (Jurisdiction and Choice of Law) shall survive any termination of these Terms of Service.

## **15. Links to Third-Party Sites**

The Services may link to third party services (“*Linked Services*”). These Linked Services are not controlled by ImagineBC. ImagineBC is not responsible for Linked Services, for the business practices or privacy policies of the Linked Services, or for the collection, use or disclosure of any information by the Linked Services. Availability of Linked Services through the Service does not imply an endorsement by ImagineBC.

## **16. Disclaimer of Warranty; Limitation of Liability**

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT ANY WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

IMAGINEBC, INCLUDING ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, LICENSORS, DISTRIBUTORS, SUBLICENSEES, AGENTS OR SUBCONTRACTORS, (COLLECTIVELY, THE “*IMAGINEBC PARTIES*”) DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES (OR ANY PART THEREOF INCLUDING THE CONTENT), THE SERVER(S) ON WHICH THE SERVICES ARE HOSTED OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE IMAGINEBC PARTIES ASSUME NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA FROM DELAYS, ERRORS, SYSTEM DOWN TIME, OR SERVICE INTERRUPTIONS CAUSED BY THE IMAGINEBC PARTIES, OR BY YOUR OR OTHER USERS’ ERRORS AND/OR OMISSIONS.

THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS) OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE IMAGINEBC PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT THROUGH THE SERVICES OR USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE

WITH IMAGINEBC IS TO STOP USING THE SERVICES, AND TO CANCEL YOUR ACCOUNT(S).

IN NO CASE SHALL THE LIABILITY OF THE IMAGINEBC PARTIES TO YOU EXCEED THE LESSER OF THE THEN-CURRENT BALANCE OF YOUR USER ACCOUNT AND \$100.00 USD. IN NO CASE SHALL THE IMAGINEBC PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICES, THE CONTENT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF SERVICES, CONTENT, OR ANY INTERACTIONS WITH IMAGINEBC.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF IMAGINEBC AND THE IMAGINEBC PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IMAGINEBC DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SERVICES AND, EXCEPT AS EXPLICITLY SET FORTH AS PART OF THE SERVICE, IMAGINEBC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND OTHER USERS OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## **17. Indemnity**

You agree to defend, indemnify and hold harmless ImagineBC and its directors, officers, employees, agents, shareholders, licensors, parent companies and representatives, from and against all claims, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising out of:

- (a) Your use of, or activities in connection with the Services;
- (b) Any violation of these Terms of Service by You or through Your Account or using Your user name; or
- (c) Any allegation that any information, messages, or materials that You make available or create through the Services infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

## **18. Jurisdiction and Choice of Law**

These Terms of Service, and any disputes arising from or relating to the conduct covered by the Terms of Service, are governed by the laws of the State of Maryland. You hereby submit to the exclusive jurisdiction, including waiving any objection to personal jurisdiction, of the courts of the State of Maryland without regards to any principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods.

## **19. Assignment**

ImagineBC may assign these Terms of Service, in whole or in part, at any time. You may not assign, transfer or sublicense these Terms of Service or any or all of Your rights or obligations under these Terms of Service.

## **20. Waiver**

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

## **21. Headings**

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

## **22. Notice**

Notices to You may be made via messaging within the Services. ImagineBC may also provide notices of changes to these Terms of Service or other matters by displaying such notices or by providing links to such notices through the Services. Without limitation, You agree that a printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **23. Severability**

If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

## **24. Complete Agreement**

These Terms of Service, including the documents expressly incorporated by reference, constitute the entire agreement between You and ImagineBC with respect to its subject matter. These Terms of Service supersede all prior or contemporaneous communications, whether electronic, oral or written, between You and ImagineBC with respect to its subject matter and You represent that You have not relied on any such communications in accepting these Terms of Service.

## **25. Notice for California Users**

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

## **26. Questions**

If You have any questions, comments or complaints regarding these Terms of Service or the Services, You may contact ImagineBC using the messaging functionality within the Service.

## **27. General Provisions**

ImagineBC's performance of these Terms of Service are subject to existing laws and legal process, and nothing contained in these Terms of Service is in derogation of ImagineBC's right to comply with governmental, court, and law enforcement requests or requirements relating to Your use of the Services or information provided to or gathered by ImagineBC with respect to such use.

The parties agree that all correspondence relating to these Terms of Service, shall be written in the English language. Les parties ont exprimé la volonté expresse que les présentes modalités soient rédigés en anglais.

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