

BlackSpade Society – Terms of Service

1. Introduction

BlackSpade Society is a membership club with access to a wide range of services and benefits. This website is only an interface allowing participants to apply for the membership in BlackSpade Society. Users are entirely responsible for the safety and management of their own private information and private Ethereum wallets and for validating all transactions and contracts generated by this website before approval.

This website and its connected services are provided “as is” and “as available” without a warranty of any kind. By using this website you are accepting sole responsibility for any and all activities involving BlackSpade Society.

Where an interested party applies for the membership, the application is subject to additional terms and conditions, which will be notified to you when the interested party follows the ordering procedures set out on the relevant page. Where an interested party purchase an HLX coin, the purchase is subject to additional terms and conditions, which will be notified to the interested party when the purchase the HLX coin is made.

Internet Website. BlackSpade Society will provide timely information on its Internet website pertaining to BlackSpade Society. Black Spade Society will impose no fee associated with the use of its Internet website.

BY USING THE BLACKSPADE SOCIETY SERVICE, YOU AFFIRM THAT YOU ARE 21 YEARS OR OLDER TO ENTER INTO THE TERMS. Additionally, in order to use the BlackSpade Society service and access any content, you represent that: you reside in the United States, and any registration and account information that you submit to BlackSpade Society is true, accurate, and complete, and you agree to keep it that way at all times.

2. BlackSpade Society and Membership

BlackSpade Society is entitled to refuse any membership application.

BlackSpade Society reserves the right to refuse to provide Membership Services or Benefits to members and /or to terminate the Membership Services or Benefits with any BlackSpade Society member who (a) behaves in an inappropriate, misleading, or abusive manner towards any of BlackSpade Society’s personnel, or (b) continually be absent from BlackSpade Society’s events without good causes.

BlackSpade Society does not discriminate in awarding Membership to any person on the basis of race, creed, color, religion, sexual orientation, gender, gender expression, age, national origin (ancestry), or disability.

3. User's Obligation

An interested party is solely responsible for his/her own conduct while accessing or using BlackSpade Society's website and for consequences thereof. An interested party agrees to use the website only for purposes that are legal, proper and in accordance with these Terms and any applicable laws and regulations. An interested party may not use the website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website. An interested party may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this website.

By using this website, an interested party is responsible for maintaining the confidentiality of his/her account and password and for restricting access to his/her computer, and the interested party agrees to accept responsibility for all activities that occur under his/her account or password. An interested party who uses the website may not assign or otherwise transfer his/her account to any other person or entity. By using this website, an interested party acknowledges that BlackSpade Society is not responsible for third-party access to his/her account that results from theft or misappropriation of the account.

The service is controlled, operated, and administered by BlackSpade Society from our offices within the USA. If an interested party accesses the Service from a location outside the USA, he/she is responsible for compliance with all local laws and regulations. The interested party agrees that he/she will not use the BlackSpade Society content accessed through this website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

4. Indemnification

An interested party utilizing BlackSpade Society's website assumes sole responsibility for all use of the Website and the files of and the information displayed on the website and hereby indemnifies and holds BlackSpade Society harmless against any liability or claim of any person that is attributable to improper use by such interested party of the website and the files of and the information displayed thereon. Except for the gross negligence, bad faith, fraud or willful misconduct of BlackSpade Society, BlackSpade Society shall have no responsibility to the interested party utilizing the website for faulty retrieval, or loss of research, and in no event will BlackSpade Society be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the website and the files of and the information displayed on the Website. If the interested party requests and receives assistance from BlackSpade Society's members, such assistance will be at the interested party's risk and BlackSpade Society will not have any responsibility or liability arising therefrom, except for the gross negligence, bad faith, fraud or willful misconduct of BlackSpade Society.

5. Material or Information Provided or Submitted on BlackSpade Society Web Page

BlackSpade Society does not claim ownership of the materials or information an interested party provides or submits to BlackSpade Society website. However, by providing or submitting the materials or information, an interested party is granting BlackSpade Society permission to use the materials or information in connection with the process of Membership Application including, without limitation, the rights to copy, distribute, transmit, reproduce, edit, translate the materials and information provided or submitted.

BlackSpade reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part, in BlackSpade Society's sole discretion.

6. Intellectual Property

All content included as part of the service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the website, is the property of BlackSpade Society or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. Any interested party who accesses or uses the website agrees to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

An interested party who accesses or uses BlackSpade Society's website will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on this website. The interested party agree that he/she does not acquire any ownership rights in any protected content. We do not grant the interested party any license, express or implied, to the intellectual property of BlackSpade Society or our licensors except as expressly authorized by these Terms.

7. Arbitration

In the event the parties are not able to resolve any dispute, claim, or controversy between them arising in connection with or relating in any way to these and Conditions, or any provision hereof, whether in contract, tort, statute, fraud, misrepresentation or otherwise at law or in equity for damages or any other relief, then such dispute, claim, or controversy shall be determined by final and mandatory binding individual (not class) arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association ("AAA") located in Chicago, Illinois. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms of Service, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree

to arbitrate all disputes and claims in regard to these Terms of Service or any dispute arising as a result of these Terms of Service, whether directly or indirectly, including Tort claims that are a result of these Terms of Service. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, claim, or controversy including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms of Service.

8. Liability Disclaimer

The information, software, products, and services included in or available through the website may include inaccuracies, omissions, or typographical errors. BlackSpade Society reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

BlackSpade Society makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law or regulations, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. BlackSpade Society and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law or regulations, in no event shall BlackSpade Society be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss or use, date or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if BlackSpade Society or any of its suppliers has been advised of the possibility of damages. If an interested party is dissatisfied with any portion of this website, or with any of these Terms of Use, his/her sole and exclusive remedy is to discontinue using this website.

9. Termination/Access Restriction

BlackSpade Society reserves the right, in its sole discretion, to terminate access to this website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law or regulations, this agreement is governed by the laws of the State of Illinois, and any interested party who accesses and uses this website

hereby consent to the exclusive jurisdiction and venue of courts in Illinois in all dispute arising out of or relating to the use of this website.

If any interested party who accesses or uses the website or BlackSpade Society terminates these Terms or the related services, the parties agree that BlackSpade Society shall have no liability or responsibility to any interested party, and (except as expressly provided in these Terms of Service) BlackSpade Society will not refund any amounts that an interested party has already paid.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the use and BlackSpade Society with respect to the website and it supersedes all prior or contemporaneous communication and proposals, whether electronic, oral, or written, between the user and BlackSpade Society with respect the website.

10. Changes to Terms

BlackSpade Society reserves the right, in its sole discretion, to change the Terms of Service, to modify, or remove the Content or the Services from time to time to comply with new laws or regulations or to update our offerings. The most current version of the Terms of Service will supersede all previous versions. BlackSpade Society will not be liable to any interested party who uses or accesses the website or any third party for any modification, price change, suspension, or discontinuance of the Services. BlackSpade Society encourages interested parties to periodically review the Terms of Service to stay informed of our updates.

Nothing in these Terms of Service will be construed to obligate BlackSpade Society to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

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