

Terms of Service

Last Modified: 7/29/2019

This Terms of Service Agreement (the “Agreement”) is a legally binding contract that shall govern our relationship with our users and others who may interact or interface with BlueChip LLC (“BlueChip,” the “Company,” “we,” “our,” or “us”) and our subsidiaries and affiliates, in association with the use of www.bluechip.dev (the “Website”) and its Services, which shall be defined below. This Agreement specifically incorporates by reference, the entirety of our Privacy Policy, which can be found here: <https://www.bluechip.dev/privacy-policy>.

Assent & Acceptance

Please read this Agreement carefully before you start to use the Website. By using the Website, you represent and warrant that you have read and reviewed this Agreement and you accept and agree to be bound by it. If you do not agree to be bound by this Agreement, you must not access or use the Website or its Services. We only agree to provide use of the Website and its Services to you if you accept and agree to be bound and abide by this Agreement.

Definitions

Capitalized terms used herein and not otherwise defined shall have the following meanings:

1. “Parties”: The Parties to this Agreement are BlueChip, and you, as the “User” or “Member” of the Website. Hereinafter, the Parties will individually be referred to as “Party” and collectively as “Parties.”
2. “Services”: Services means any service that we make available for use or sale on the Website.
3. “You,” “User,” and “Member”: Should you agree to this Agreement and continue your use of the Website, you will be referred to as either “you,” the “User,” the “Member” (if you have registered for any Services on the Website), or if any second-person pronouns are required and applicable, such pronouns as “your”, “yours”, etc.

BlueChip Services

BlueChip utilizes an Application Programming Interface (“API”) through Robinhood to buy and sell Bitcoin based off of market fluctuations. Due to the nature of this service, BlueChip is not recognized as either a broker or a dealer since it does not engage in the transacting of securities. Additionally, BlueChip does not provide any investment advice or hold assets of any Users.

Users acknowledge that the Services mentioned herein will be performed upon the placement of an order and will not deny the performance unless they reasonably believe and can provide evidence that BlueChip did not transact on their behalf.

Any and all visitors to the Website, despite whether they are registered or not, shall be deemed “Users” of the BlueChip Services, as described in this Agreement. Once an individual registers for the Services, through the process of creating an account, the User shall then be considered a “Member.” All Members are also Users.

The User and/or Member acknowledges and agrees that the Services provided and made available on and through the Website are the sole property of BlueChip.

At our sole and exclusive discretion, we may offer additional Services and/or products, or we may update, modify, or revise any current content and Services. If we do so, this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified, or revised Services unless otherwise stipulated. We hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products at our discretion. You, as the end User and/or Member, acknowledge, accept, and agree that we shall not be held liable for any such updates, modifications, revisions, suspensions, price changes, or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications, shall constitute your acceptance of such updates, changes, and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised, or modified terms, you must stop using the provided Services immediately.

Age Restriction

No person under 18 years of age is permitted to use the Website and its Services. By using the Website, you represent and warrant that you are at least 18 years of age and may legally enter into a binding contract with BlueChip. We disclaim any liability for any misrepresentation of your or any other User’s age. You further represent and warrant that you are not prohibited from using BlueChip under the laws of the United States or any applicable jurisdiction. We assume no responsibility or liability for any misrepresentation of your age.

Geographic Restrictions

The owner of the Website is based in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Registration & Privacy

When you register, BlueChip may collect information such as your e-mail address, Robinhood API access token, and invoice data. Once you register with BlueChip and sign into our Services, you are no longer anonymous to us.

As a Member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and other countries for storage, processing, or use by BlueChip and/or our subsidiaries and affiliates.

You can obtain further details about our collection, use, storage, and disclosure of data on our Privacy Policy (<https://www.bluechip.dev/privacy-policy>).

Account and Security

When you set up an account, you are the sole authorized User of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account.

You are also responsible for ensuring the continued accuracy of any information you may provide to us. Your registration information will allow you to use the Website and its Services. You must not share such information with any third-party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. E-mail notification will suffice to support@bluechip.dev. You are exclusively responsible for your account, including for any act or omission of any User(s) that may access your account, if such act or omission, when undertaken by you, would be deemed a violation of this Agreement.

Providing false or inaccurate information, or using the Website or its Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement. We have the right to disable your account at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

You hereby acknowledge and agree that BlueChip shall not be held liable for any loss and/or damage arising from any failure to comply with this Agreement.

Payment & Billing

If you elect to use the Services available on the Website, you will be asked for billing information, including, but not limited to, your credit card number and billing address. You may be asked for additional information, such as but not limited to, card security code or other information for billing or verification purposes.

You may further be asked for API access for your Robinhood account.

For our Services, you will be charged a recurring subscription fee and a percentage of the revenue derived from BlueChip's Services.

At the time of your purchase, you will be shown a breakdown of what you will be billed. You authorize us to charge your credit card for the amount or amounts shown to you at the time of your purchase. You further authorize us to charge you the percentage of assets managed that you

agree to during your checkout process. You authorize us to charge the amount disclosed to you each month until your requested cancellation, which may be done on the BlueChip Website.

Conduct

You agree not to make use of BlueChip's Services for the purpose of:

1. Implying any endorsement by BlueChip;
2. Causing harm to minors in any manner whatsoever;
3. Impersonating any individual or entity, including, but not limited to, any Company officials, forum leaders, guides, or hosts, or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
4. Disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other Users' ability to participate in any real-time interactions;
5. Interfering with or disrupting any BlueChip Services, servers, and/or networks that may be connected or related to our Website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
6. Intentionally or unintentionally violating any local, state, federal, national, or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
7. Providing informational support or resources, concealing, and/or disguising the character, location, and/or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act; or
8. Collecting or storing of any personal data relating to any other Member or User in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

BlueChip reserves the right to pre-screen, refuse, and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate this Agreement or which would otherwise be considered offensive to other Users and/or Members.

BlueChip reserves the right to access, preserve, and/or disclose Member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

1. Compliance with any legal process;
2. Enforcement of this Agreement;
3. Responding to any intellectual property claim by any other User, Member, or third-party;
4. Responding to requests for customer service; or
5. Protecting the rights, property, or the personal safety of BlueChip, its Users, and Members, including the general public.

BlueChip reserves the right to include the use of security components that may permit digital information or material to be protected. Such use of information and/or material is subject to usage guidelines and regulations established by BlueChip or any other content providers supplying content services to BlueChip. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

Indemnification

You hereby agree to indemnify and hold BlueChip, our subsidiaries, affiliates, agents, employees, officers, partners, and/or licensors harmless against any and all claims or demands, including reasonable attorneys' fees, which may arise from or relate to your use or misuse of the Website or Services, your breach of this Agreement, or your conduct or actions or the conduct or actions of any other BlueChip User. You agree that BlueChip shall be able to select its own legal counsel and may participate in its own defense, if BlueChip wishes.

Commercial Reuse

You hereby agree not to replicate, duplicate, copy, trade, sell, resell, nor exploit for any commercial reason any part, use of, or access to BlueChip's site.

Use and Storage

You hereby acknowledge that BlueChip may set up any such practices and/or limits regarding the use of our Services. You also hereby acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, BlueChip shall reserve the right to modify, alter, and/or update these general practices and limits at our sole and exclusive discretion.

License

We may provide you with certain information as a result of your use of the Website and its Services. Such information may include, but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use of the Website or its Services (the "Materials"). Subject to this Agreement, we grant you a personal, non-exclusive, limited, non-transferable, and revocable worldwide and royalty-free license to use the Materials solely in connection with your use of the Website and its Services ("License"). Through this License, you may temporarily download one copy of the relevant, downloadable Materials (information or software) on BlueChip's Website for personal, non-commercial transitory viewing only.

You may **not**:

1. Modify or copy the Materials;
2. Use the Materials for any commercial purpose, or for any public display (commercial or non-commercial);
3. Attempt to decompile or reverse engineer any software contained on BlueChip's Website or apps;
4. Remove any copyright or other proprietary notations from the Materials;
5. Transfer the Materials to another person or "mirror" the Materials on any other server;
6. Scan or probe the underlying structure of BlueChip;
7. Violate the security of the Website or its Services through any unauthorized access, circumvention of encryption, or any other security tools, data mining, or interference to any host, User, or network;
8. Use bots, web crawlers, or any similar devices or online tools to access or index data from the Website;
9. Attempt to disrupt the experience of other Users on the Website in any way; or
10. Disseminate any virus or other bad code which could harm BlueChip, the Website, or its Services or any device of any User.

This License shall automatically terminate if you violate any of these restrictions and may be terminated by BlueChip at any time. This License also terminates upon your cessation of use of the Website or its Services or otherwise at the termination of this Agreement.

Upon terminating your viewing of these Materials or upon the termination of this License, you must destroy any downloaded Materials in your possession whether in electronic or printed format.

Disclaimer

You hereby understand and acknowledge that through your use of the Website, you are not being represented by an attorney, certified financial planner, broker, or other regulated advisor.

You agree that your use of the Website and its Services is at your sole and exclusive risk and that any Services provided by BlueChip are on an "As Is" basis. BlueChip hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

The maximum liability of BlueChip arising from or relating to your use of the Website or its Services is limited to the greater of one hundred (\$100) US Dollars or the amount you paid to BlueChip in the last three (3) months. This applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Limitations

To the fullest extent permissible by law, BlueChip, including any employees, affiliates, service providers, contractors, or agents, shall not be liable for any damages that may occur to you as a result of your use of the Website or its Services, even if BlueChip or a representative has been notified in any manner of the possibility of any such damage. This section applies to any and all

claims by you, including, but not limited to, loss of data, loss of goodwill, lost profits or revenues, consequential, indirect, special exemplary or punitive damages, negligence, strict liability, fraud, or torts of any kind, whether such claims are direct or indirect and whether such claims are alleged to be from your use of the Website, your interaction with another User, or your interaction with any third-party.

The maximum liability of BlueChip arising from or relating to your use of the Website or its Services is limited to the greater of one hundred (\$100) US Dollars or the amount you paid to BlueChip in the last three (3) months.

Some or all of the limitations provided in this section may not be applicable to you, depending upon your jurisdiction.

Accuracy of Materials

The materials appearing on the Website could include technical, typographical, or photographic errors. BlueChip does not warrant that any of the materials on its Website or apps are accurate, complete, or current. BlueChip may make changes to the materials contained on its Website or apps at any time without notice. However, BlueChip does not make any commitment to update the materials.

Links

Either BlueChip or any third-parties may provide links to other websites and/or resources on BlueChip's Website or through any of the Services. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising, or any other materials, on or available from such external links, third-party sites, or other resources. Furthermore, you acknowledge and agree that BlueChip shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused, or allegedly caused by or in connection with the use of, or the reliance on, any such content, goods, or services made available on or through any such external link, third-party site, or other resource.

Advertisers

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or services, and any such other term, condition, warranty, and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you agree that BlueChip shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on BlueChip's Website.

Modifications to the Terms of Service

BlueChip may revise this Agreement from time to time. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of this revised Agreement means that you accept and agree to the changes. It is your responsibility to periodically check this page for any such modification, revision, or amendment, as they are binding on you.

Downtime

BlueChip may need to interrupt your access to the Website and any Service to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website or its Services may be affected by unanticipated or unscheduled downtime, for any reason, and that BlueChip shall have no liability for any damage or loss caused as a result of such downtime.

Proprietary Rights

You hereby acknowledge and agree that BlueChip's Services and any essential software that may be used in connection with our Services ("Software") contains proprietary and confidential material that is protected by federal intellectual property rights and other applicable laws. Such material may be copyrighted or patented. Furthermore, you herein acknowledge and agree that any content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents, and/or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by BlueChip or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform, and/or create any plagiaristic works which are based on or derived from BlueChip Services (e.g. any content or Software), in whole or part.

BlueChip has granted you personal, non-transferable, and non-exclusive rights, and/or a license to make use of the object code or our Software, as long as you do not, and shall not, allow any third-party to duplicate, alter, modify, create, or plagiarize work from, reverse engineer, reverse assemble, or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in, and/or otherwise transfer any such right in the Software. Furthermore, you agree not to alter or change the Software in any manner, nature, or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by BlueChip for use in accessing our Services.

Termination

As a Member of BlueChip, you may cancel or terminate access to our Services via the BlueChip Website at any time.

As a Member, you agree that BlueChip may, without any prior notice, immediately suspend, terminate, discontinue, and/or limit your account, any e-mail associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension, and/or limitation of access shall include, but is not limited to:

1. Any breach or violation of this Agreement or any other incorporated agreement, regulation, and/or guideline;
2. By way of requests from law enforcement or any other governmental agencies;
3. The discontinuance, alteration, and/or material modification to our Services, or any part thereof;
4. Unexpected technical or security issues and/or problems;
5. Any extended periods of inactivity;
6. Any engagement by you in any fraudulent or illegal activities; and/or
7. The nonpayment of any associated fees that may be owed by you in connection with your BlueChip account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and/or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third-party with regard to the termination of your account, associated e-mail address, and/or access to any of our Services.

The termination of your account with BlueChip shall include any and/or all of the following:

1. The removal of any access to all or part of the Services offered within BlueChip's Website;
2. The deletion of your account login and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
3. The barring of any further use of all or part of our Services.

If your account is terminated by us, you will not be entitled to any refund of any monies spent on BlueChip's Website. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Warranty Disclaimers

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

1. THE USE OF BlueChip SERVICES AND SOFTWARE ARE AT YOUR OWN RISK. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. BlueChip AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;

2. BlueChip AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) BlueChip SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) BlueChip SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE BlueChip SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION, OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED;
3. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF BlueChip SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL; AND
4. NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM BlueChip OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT BlueChip AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA, AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

1. THE USE OR INABILITY TO USE OUR SERVICES;
2. THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
3. UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
4. STATEMENTS OR CONDUCT OF ANY SUCH THIRD-PARTY ON OUR SERVICES; AND
5. ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICES.

Exclusions and Limitations

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

Release

In the event you have a dispute, you agree to release BlueChip (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners, and any other third-parties) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

Financial Matters

The phrase "Let the investor beware" is appropriate. The Services shall not be a substitute for trading advice, investment advice, legal advice, or tax advice from a licensed professional. BlueChip shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

Third-parties

You herein acknowledge, understand, and agree that unless otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

Notice

BlueChip may provide you with notices, including those with regard to any changes to this Agreement, through the following mediums, the list of which should be considered nonexhaustive: E-mail, regular mail, MMS or SMS, text messaging, postings on our Website or app, or other reasonable means currently known or which may be hereinafter developed. Any such notices may not be received if you violate any aspects of this Agreement by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

Trademark

You herein acknowledge, understand, and agree that all of the BlueChip trademarks, copyright, trade name, service marks, and other BlueChip logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of BlueChip. You

herein agree not to display and/or use in any manner the BlueChip logo or marks without obtaining BlueChip's prior written consent.

Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of BlueChip's Website or any of the Services thereon. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of BlueChip's Website and its Services. You may also be subject to additional terms and conditions when you use or purchase certain other BlueChip Services, affiliate Services, third-party content, or third-party software.

Arbitration

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration, under the Consumer Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Boston, Massachusetts. The arbitration shall be conducted by a single arbitrator and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of the Commonwealth of Massachusetts. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: Contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes, or regulations. Intellectual property claims by BlueChip will not be subject to arbitration and may, as an exception to this section, be litigated. The Parties, in agreement with this section of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims (i.e., you hereby understand and agree that you are giving up your right to a jury trial or other litigation to assert any claims against BlueChip). Through this Agreement, you are also relinquishing any right to be engaged in a class action or other group proceeding against BlueChip.

Governing Law

Through your use of BlueChip's Website or the Services, you agree that the laws of the Commonwealth of Massachusetts shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and BlueChip, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of Boston, Massachusetts. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

Waiver and Severability of Terms

In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any provision of this Agreement will not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining provisions will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

No Right of Survivorship and Non-Transferability

You acknowledge, understand, and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Claim Limitation

You acknowledge, understand, and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or this Agreement must be filed within one year after said claim or cause of action arose or shall be forever barred.

General Provisions

- **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- **HEADINGS FOR CONVENIENCE ONLY:** Headings of the provisions under this Agreement are for convenience and organization purposes only. Headings shall not affect the meaning of any provisions of this Agreement.
- **NO AGENCY, PARTNERSHIP, OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third-parties.
- **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please e-mail us at the following address: support@bluechip.dev.

Violations

Please report any violations of these terms to BlueChip at support@bluechip.dev.

Privacy Policy

Last Modified: 07/29/2019

Your privacy is important to us.

It is BlueChip LLC's ("BlueChip," the "Company," "we," "our," or "us") policy to respect your privacy regarding any personal data we may collect while operating our services on our website, available at www.bluechip.dev (the "Website"). Accordingly, we have developed this privacy policy as it may be amended from time to time (hereinafter, referred to as the "Privacy Policy") in order for you to understand how we collect and process (i.e., use, store, share, disclose, and otherwise make use of) your personal data. This Privacy Policy will also cover your rights in relation to your personal data. The Privacy Policy should be read in conjunction with the Terms of Service Agreement, which can be found here: <https://www.bluechip.dev/terms-of-service>.

This Privacy Policy does not cover any personal data that we may receive about you through other means, including any other website operated by BlueChip or any third-party.

By continuing to use our Website, you acknowledge that you have had the chance to review and consider this Privacy Policy, and you acknowledge that you agree to it. This means that you also consent to the use of your personal data and the methods of disclosure as described in this Privacy Policy. If you do not understand the Privacy Policy or do not agree to one or more provisions of this Privacy Policy, please immediately cease your use of this Website.

This Agreement specifically incorporates by reference, the entirety of our Terms of Service.

Definitions

For the purposes of this Privacy Policy:

1. "Personal Data" means any information relating to a natural person who can be identified, directly or indirectly, by using such information.
2. "Services" means any services that are made available by the Company for use or sale on the Website.
3. "User", "You", and "Your" means the user of the Website that agrees to this Privacy Policy and continues using the Website. You may also be referred to with pronouns such as "your" and "yours," when second-person pronouns are required.
4. "Parties" means the parties to this Privacy Policy (i.e., you and the Company). Hereinafter, the parties will individually be referred to as "Party" and collectively as "Parties."

How We Collect Information

Through your use of our Website, you will be subject to different types of Personal Data collected and different manners of collection. We will collect and process your Personal Data in a lawful, fair, and transparent manner and, where appropriate, with your knowledge or prior explicit consent. Personal Data will be relevant to the purposes for which they are to be used, and to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

Types of Personal Data Collected

We comply with data minimization principles. We collect and process only the minimal amount of Personal Data that is necessary for performing the operations requested by you. We do not attempt to collect any Personal Data from you that are not strictly necessary for performing the requested operations. The following types of Personal Data will be collected by the Company through the Website:

1. **REGISTRATION:** You, as a User of the Website and its Services, may be asked to register an account to use the Website or access any of the Services thereon. During the process of your registration, you will be asked to provide authorization via Google (if you opt for registration through Google) or Facebook (if you opt for registration through Facebook). You will also be asked to provide authorization for your Robinhood account. We use this Personal Data to provide the Services to you and ensure the security of BlueChip and its Website.
2. **BILLING:** If you elect to use any of our paid Services, you will be asked to provide billing information, such as, but not limited to, your credit card number and billing address. This Personal Data will be used specifically for providing you with the Services you have purchased. The payment and billing information may be stored for the time period as required by applicable law for lawful purposes (e.g., accountancy records).
3. **CRYPTO AND FINANCIAL INFORMATION:** To use our Services, you will be asked to provide information necessary for Application Programming Interface (“API”) access through Robinhood’s platform.
4. **ORDER AND INVOICE DATA:** In order to assure payment for BlueChip’s Services, invoice and order data may be maintained. Such data will only be retained for the period of time necessary to secure payment.
5. **USE:** Through your use of BlueChip’s Website, you may be asked questions about how to improve the Website or you may, at some point, communicate with representatives of BlueChip. We will receive your e-mail address, as well as the contents of your communications, answers to questions, and any other form of contact between you and BlueChip. We will use Personal Data contained in such communications only for the purposes of providing you with the requested information and for improving the Website and its Services.
6. **AUTOMATIC COLLECTION:** We may collect information from you through automatic tracking systems on your device or through the BlueChip API, or other web and mobile analysis software. We may also receive certain usage data, such as your IP address and

referral source. We use this information for our legitimate business interests, including analyzing usage of BlueChip's Website.

7. **COMBINED OR AGGREGATED INFORMATION:** We may combine or aggregate some of your Personal Data in order to better serve you and to better enhance and update the Website for your and other consumers' use.

Non-Personal Data

We may collect non-personal data, such as browser types, operating systems, and the URL addresses of websites clicked to and from our Website, including referral links we may post on our Website in order to analyze what kind of users visit our Website, how they find it, how long they stay, from which other websites they come to our Website, what pages they look at, and to which other websites they go from our Website.

How Information Is Used

We respect data protection principles and process Personal Data only for specified, explicit, and legitimate purposes for which such Personal Data were provided. We primarily use your Personal Data to enable your use of BlueChip's Website and supply the services requested by you. We may also use your Personal Data for the following purposes:

1. Asking you about your experience with us;
2. Communicating with you about your user account with us;
3. Analyzing our aggregate user data;
4. Securing payment for our Services;
5. Enforcing our Terms of Service;
6. Providing customer services to you;
7. Advising you about updates to BlueChip, the Website, or related items; or
8. Providing you with information about services that are similar to the Services used by you.

We will seek your prior express consent for using your Personal Data for any purposes that are not indicated in this Privacy Policy.

Your Consent

By using the Website, you are consenting to our processing of your Personal Data as set forth in this Privacy Policy. The term "processing" includes collecting, storing, deleting, using, and disclosing Personal Data.

Please note that we do not collect any sensitive data about you (e.g., your health information, opinions about your religious and political beliefs, or racial origins). Should we intend to process any sensitive data collected from you, we will seek your explicit consent in advance.

How Information Is Stored And Kept Secure; Protection of Personal Data

We protect your Personal Data by using reasonable security safeguards against loss or theft, unauthorized access, disclosure, copying, use, or modification. Your Personal Data is contained behind secured networks and are only accessible by a limited number of persons who have special access rights to such systems and are required to keep the Personal Data confidential. We implement a variety of security measures, such as encryption when users enter, submit, or access their Personal Data to maintain the safety of your Personal Data. BlueChip also encrypts the authorized Robinhood access token in storage and does not retain Robinhood account passwords. Please note, however, that no system involving the transmission of information via the Internet, or the electronic storage of data, is completely secure. However, we take the protection and storage of your Personal Data seriously and we take reasonable steps to ensure the ongoing confidentiality, integrity, and availability of your Personal Data. Nevertheless, we are not liable for any loss, theft, unauthorized access, disclosure, copying, use, or modification of your Personal Data that occurs outside our reasonable control.

Breach Notification

Should a Personal Data breach occur, we will inform the relevant authorities without undue delay and immediately take reasonable measures to mitigate the breach. We will notify you about such a breach via e-mail as soon as possible but no later than within seven (7) business days.

Retention Period

Your Personal Data will be kept for as long as it is necessary to provide you with the requested services. When your Personal Data is no longer necessary to deliver the requested services, we will delete your Personal Data, unless we are obliged by law to retain such Personal Data for a specific period of time.

Cookies

BlueChip uses cookies. Cookies are small files stored on your browser which are used for authentication, authorization, and help collect information about your browsing behavior. These cookies do not access information which is stored on your computer.

There are two types of cookies, namely, persistent cookies (i.e., cookies that remain valid until their expiration date, unless deleted by the user before that date) and session cookies (i.e., cookies that are stored on a web browser and remain valid until the moment when the browser is closed). We use both persistent cookies and session cookies.

We use cookies to help us remember information about your account. For example, cookies are used to help us understand your preferences based on previous or current activity on BlueChip's Website, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about Website traffic and interaction so that we can offer better experiences and tools in the future. Other reasons we use cookies include (but are not limited to):

1. Authentication and authorization;
2. Understanding and saving User's preferences for future visits;
3. Keeping track of advertisements; and
4. Compiling aggregate data about traffic and interactions in order to offer better experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

Most Internet browsers accept cookies automatically, although you are able to change your browser settings to control cookies, including whether or not you accept them, and how to remove them. You may also be able to set your browser to advise you if you receive a cookie, or to block or delete cookies.

If you would like to set your browser to refuse cookies, check your browser's help information or visit <http://www.whatarecookies.com> for further information.

We honor Do Not Track ("DNT") signals and do not track, plant cookies, or use advertising when a DNT browser mechanism is in place. Users can also choose to visit our Website anonymously, but you may not be permitted to access any of the Services.

How Information May Be Shared or Disclosed

We may disclose your information if we believe that it is reasonable to do so in certain cases, in our sole and exclusive discretion. Such a disclosure or transfer is limited to the situations when the Personal Data is required for the purposes of (1) provision of the Services, (2) pursuing our legitimate interests, (3) law enforcement purposes, or (4) if you provide your prior explicit consent. Please note that some third-parties may be located outside of the jurisdiction in which you reside.

Such reasonable disclosure cases may include, but are not limited to:

- Satisfying any local, state, or federal laws or regulations;
- Responding to requests, such as discovery, criminal, civil, or administrative process, subpoenas, court orders, or writs from law enforcement or other governmental or legal bodies;
- Bringing legal action against a User who has violated the law or violated our Terms of Service;
- As may be necessary for the operation of BlueChip and our Website;
- Generally cooperating with any lawful investigation about our Users; or
- If we suspect any fraudulent activity on our Website or if we have noticed any activity which may violate our Terms of Service or other applicable rules.

Third-Parties

We may utilize third-party service providers, from time to time or all the time, to help us with our Website and to help to serve you. Such third-party service providers may include:

1. Data storage companies (e.g., Amazon Web Services and other cloud storage providers);
2. User information logistics providers (e.g., Google Analytics or other analytics companies which help us track general user information and usage);
3. Web hosting companies;
4. Newsletter providers; and
5. Other parties who assist us in operating BlueChip and conducting our business.

The third-party service providers indicated above may have access to your Personal Data as part of their partnerships with us only if they agree to assure an adequate level of protection of Personal Data that is consistent with this Privacy Policy.

We do not sell, trade, or transfer your Personal Data to third-parties not indicated in this Privacy Policy, unless we obtain your prior explicit consent.

Please note that we allow third-party behavioral tracking which may include non-personal data.

We are not responsible for actions of third-parties that are not mentioned in this Privacy Policy and with whom you share your Personal Data, and we have no authority to manage or control third-party solicitations.

Transmittals From Us

From time to time, we may send you informational communications related to BlueChip, such as announcements or other information. You may also receive information from us that is specifically about your use of BlueChip's Website, Services, or about your account with us, including information about security breaches or other privacy-related matters.

By providing any personal information to us, or by using BlueChip's Website or Services in any manner, you have created a commercial relationship with us. As such, you agree that any e-mail sent from us or third-party affiliates, even unsolicited e-mails, shall specifically not be considered SPAM, as that term is legally defined.

Third-Party Links

Through your use of our Website, you may find links out to other websites or mobile applications. This Privacy Policy does not and will not apply to any of those linked websites or applications. We are not responsible in any manner for the content or privacy and security practices and policies of any third-parties, including other websites, services, or applications that may be linked to or from our Website.

Before visiting and providing any information to any such third-party websites and applications, you should familiarize yourself with the applicable privacy practices and take reasonable steps necessary to protect your Personal Data.

Your Rights

You may choose to forego the provision of certain Personal Data to us, but you may then be prohibited from using BlueChip's Website or any of the Services thereon. We collect the information we do to maintain the integrity of BlueChip, our Website, and our Services and to help to ensure the information security of the Parties. If you do not agree to any of the provisions within this Privacy Policy, you must cease your use of our Website entirely.

Accessing, Correcting, and Erasing Personal Data

We take reasonable steps to ensure that the Personal Data collected and processed by us is accurate, complete, and up-to-date. Thus, we ask you to keep your Personal Data as current as possible and update your Personal Data through the Website if necessary.

You may at any time review or change the Personal Data in your user account by logging into it through the Website and updating your data. You may terminate your user account by sending an e-mail request to BlueChip at support@bluechip.dev. Upon your request to terminate your user account, we will deactivate or delete your account and information from our active databases.

If you would like to access, modify, or delete your Personal Data that are processed through our Website, please send us an e-mail to support@bluechip.dev. We will answer your request within a reasonable timeframe.

Children

We do not market to any individual under the age of 18 years old. Individuals under 18 years of age may not create an account on BlueChip's Website. However, we cannot distinguish the age of people accessing our Website or Services. If you are under the age of 18, you are not permitted to use BlueChip's Website and must cease use immediately. If a person under 18 has provided us with Personal Data without obtaining parental or guardian consent in advance, the parent or guardian may contact us requesting us to destroy or de-identify the Personal Data. Our contact details are specified in the "Contact Us" section of this Privacy Policy.

Updates, Modifications, or Revisions

We are committed to conducting our business in accordance with the principles stated in this Privacy Policy in order to ensure that the confidentiality of your Personal Data is protected and maintained. However, we may change this Privacy Policy from time to time at our sole and exclusive discretion.

Unless we specifically obtain your consent, any changes to the Privacy Policy will apply to the Personal Data collected on or after the date of the last amendment that is indicated at the beginning of this Privacy Policy.

It is your responsibility to periodically check this Privacy Policy for any such modification, revision, or amendment. Any changes made are assumed to have been accepted by your continued use of our Website.

For significant changes in the Privacy Policy, or where required by the applicable law, we may seek your explicit consent to the changes stated in the Privacy Policy.

California Residents

California's "Shine the Light" law (Civil Code § 1798.83) permits Users of our Website that are residents of California to request certain information regarding our disclosure of personal information to third-parties for their direct marketing purposes. If you are a California resident and would like to request such information, please submit a written request to support@bluechip.dev. The data collection and management of California residents is additionally regulated by the California Consumers Protection Act (CCPA). This act provides California residents with additional protections, such as the ability to request information regarding the data stored as well as the ability to have such information deleted. BlueChip will be in compliance with the CCPA once it comes into effect in 2020.

Complaints About Handling of Personal Data

You have the right to submit a complaint to us about the way in which your Personal Data has been handled by contacting support@bluechip.dev.

After you submit such a complaint, we will send you an e-mail confirming that we have received your complaint. Afterwards, we will investigate your complaint and provide you with our response within a reasonable timeframe.

Contact Us

For all matters relating to this Privacy Policy and our privacy practices, please e-mail us at support@bluechip.dev.