

# BlackBuckEcosystem

## Terms and Conditions

**Last Revised:** January 1, 2026

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.**

### Abstract

These terms and conditions outline the rules and regulations for using our website **www.blackbuck.io** (the “Website”) and our Products.

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## 1 Overview

- 1.1** The Website is a site belonging to, and is operated by, **BlackBuckEcosystem** (“Platform”, “Project”, “Token”, “us”, “our”, and “we”).
- 1.2** These terms govern your access to and use of our Website including the Products offered on it unless expressly stated otherwise in these terms (the “Terms”).
- 1.3** In addition to the Terms, the overall agreement between community, users, and Project shall also constitute of the *Refer & Get Reward Plan* and the *Privacy Policy* as referred to in these Terms.
- 1.4** Our Privacy Policy, which details how we may use the data and information we collect from you, or that you provide to us, is incorporated by reference into these Terms and can be read here [\[INSERT LINK\]](#).
- 1.5** By accessing or using our Website, you acknowledge and agree to be bound by these Terms, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms. If you do not agree to these Terms, you must not access or use our Website. We strongly advise that you save or print these Terms so you can read them whenever convenient.

## 2 Definitions

- 2.1** In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

<b>Account</b>	Refers to the account(s) Community and users create to operate their BlackBuckEcosystem Projects & Utilities and fulfill their obligations under the Utility User Agreement.
<b>Confidential Information</b>	Means all information which is disclosed to the Community and users pursuant to or in connection with these Terms or the Utility Users Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) which may include, but is not limited to, the terms in the Utility Users Agreement, the <i>Refer &amp; Get Reward Plan</i> or any other information deemed to be confidential by the BlackBuckEcosystem Project.
<b>Control</b>	Means when a person directly or indirectly holds or controls a majority of the voting rights of, or the right to appoint or remove a majority of BBT developers, or the right to exercise a dominant influence over another person.
<b>Cross-line Sponsor(ing) Utility User</b>	Refers to where a Utility User solicits another Utility User to join his/her network.
<b>Inheritor</b>	Refers to the individual who a former Utility User may transfer the ownership to, including the rights and obligations connected to his/her Account as per Clause 16.
<b>Intellectual Property Right(s) Users Agreement</b>	Refers to the agreements which will regulate the relationship between the BlackBuckEcosystem Project and a Utility User, namely the Terms, the <i>Refer &amp; Get Reward Plan</i> , and the Privacy Policy. The use of the definition “Utility Users Agreement” refers to any one of and or all of the Terms, the <i>Refer &amp; Get Reward Plan</i> , and the Privacy Policy.
<b>Refer &amp; Get Reward Plan</b>	Refers to the plan that sets out the description, types, amounts, and conditions of commissions and rewards applicable to Community and users which shall be provided to the Utility User in the form of a presentation package or in any other form which the BlackBuckEcosystem Project sees fit.
<b>Product(s)</b>	Refers to the products we offer on the Website, which includes, but is not limited to, licenses to use and market for referral purposes our online educational courses (Info Hubs) and any other services or products we provide from time to time.
<b>Stable Coin</b>	Means USDT, USDC, USDe, DAI, FDUSD, etc.
<b>BBT</b>	Means BlackBuckEcosystem Token.

**2.2** Unless the context otherwise requires, each reference in these Terms to:

- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic (including email) or facsimile transmission or similar means; and
- 2.2.2 a Clause is a reference to a Clause within these Terms.

**2.3** The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of the Terms.

- 2.4** Words imparting the singular number shall include the plural and vice versa.
- 2.5** Any words following terms such as including, include, for example, such as or any other similar expression shall not limit the sense of the words, description, definition, or phrase prior to those terms.
- 2.6** References to persons shall include corporations.

### **3 Amendments to the Terms**

- 3.1** We may amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the terms that apply at that time. You are responsible at all times for complying with the current version of these Terms.

### **4 Access and Changes to the Website**

- 4.1** Our Website is made available free of charge. We reserve the right (in our sole discretion) from time to time to change the Website for any reason or no reason at all. Your continued use of the Website following the posting of any changes to these Terms constitutes acceptance of those changes. You agree that the BlackBuckEcosystem Project will not be liable to you or to any third party for any change to the Website or any part thereof.
- 4.2** We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted or will always be free from errors or omissions.
- 4.3** We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.4** You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

### **5 Community & Users**

- 5.1** We provide the Products along with a business model allowing for Community and users to take part in marketing and sales activities concerning our Products.
- 5.2** The BlackBuckEcosystem Project shall provide Community and users upon registration with online material such as but not limited to learning materials, videos, access to webinars and more which the Utility User can use for their own educational purposes. The Utility User also has the potential to get rewards (as detailed in the *Refer & Get Reward Plan*) by promoting the Products, as detailed further in the Utility Users Agreement. Back offices shall undergo update maintenance from time to time.
- 5.3** Further to Clause 5.2, Community and users shall use the back office to make any Product purchases. In case of Products delivered digitally or online, the Utility User understands that once they log in to the Product, the Product will be deemed used.

- 5.4** Community and users acknowledge that the back office shall contain all records and data in relation to the operation of their BlackBuckEcosystem utilities. Hence, Community and users shall not alter, change, or modify their back offices.
- 5.5** Community and users are entitled to inspect delivered Products as soon as they are received. In case of Product defects, Community and users shall promptly and within no later than 24 hours inform the BlackBuckEcosystem Project by sending us an email at [support@blackbucktoken.com](mailto:support@blackbucktoken.com). The BlackBuckEcosystem Project shall not be liable for any defects of or in the Products. The Community and users agree that, unless there is intent or willful negligence on the part of the BlackBuckEcosystem Project, we shall not be liable in any way for any damages arising from such defects or late, faulty, or incorrect deliveries.
- 5.6** Further to Clause 5.5, the BlackBuckEcosystem Project shall not be liable for any consequential damage, including, but not limited to, loss or profits, interest, etc.
- 5.7** The Community and users shall be responsible for their own marketing and sales activities and shall receive certain rewards, which are set out in the *Refer & Get Reward Plan*, depending on their performance.
- 5.8** Community and users are allowed to recruit potential Community and users but shall not be obligated to. However, Community and users are expected to provide support to newly sponsored Community and users.
- 5.9** The Utility User is considered as a Utility User of the BlackBuckEcosystem Project. No provision in the Utility Users Agreement shall deem the Utility User as an employee, agent, or representative of the BlackBuckEcosystem Project. The Utility User shall run their business at their own risk.
- 5.10** Once the Utility User has got revenue and rewards which equal, combined or individually, six times (6x) or more of the purchase price of the Product which they have purchased, the Utility User's license to use the Product will expire and the Utility User will no longer receive any revenue or rewards. In order to renew the license, the Utility User will be required to either upgrade or repurchase the Product to be able to continue to use and market the Product and get revenue and rewards.
- 5.11** Clause 5.10 above will apply to all Products, including any repurchased Products or upgraded Products.
- 5.12** Reward payments will be made to the Utility User as detailed in the *Refer & Get Reward Plan* at the discretion of the BlackBuckEcosystem Project. Rewards are not guaranteed and the BlackBuckEcosystem Project is not obligated to make reward payments.
- 5.13** The Utility User can purchase any number of Products and the revenue and reward for each Product will be calculated individually.
- 5.14** The reward for each Utility User is capped at a multiplier value denominated in Stable Coin.
- 5.15** Reward calculations will begin on the second day after the day the Utility User purchases a Product. If a Product is purchased on a Monday, then reward calculations will be commenced on the Tuesday. The Utility User will be able to get reward as soon as they have purchased a Product.

## 6 Utility User Registration

- 6.1** In order to use certain features of the Website, Community and users must register for an Account and provide certain information about themselves as prompted by the Account registration form. You represent and warrant that:
- 6.1.1 all required registration information you submit is truthful and accurate; and
  - 6.1.2 you will maintain the accuracy of such information.
- 6.2** Any individual interested in becoming a Utility User shall be at least eighteen (18) years old and shall register through a referral link of an existing Utility User.
- 6.3** The BlackBuckEcosystem Project is entitled to request any necessary information from the potential Utility User for Know Your Client (“KYC”) purposes. The BlackBuckEcosystem Project shall reserve its right to reject any application at its own discretion with or without providing a reason.
- 6.4** Each Utility User may have one or more Accounts as long as all of the Utility User’s accounts are under the same sponsor. For each Account, during the registration, a username and password must be set, which, upon completion of the registration, shall become the Utility User’s login details. You acknowledge that the details and information you submit upon registration is your responsibility and is submitted at your own risk.
- 6.5** If a married couple registers as Community and users, the BlackBuckEcosystem Project shall permit the married couple to either have separate Utility User Accounts, which they will be separately responsible for, or a joint Account. In case of a joint Account, the married couple shall be jointly responsible for fulfilling their obligations under the Utility Users Agreement. In case of a divorce or separation, both spouses shall provide a document specifying who will continue running the business and joint Account one (1) month from the date of separation. If the spouses fail to provide such document, the BlackBuckEcosystem Project shall assume the first spouse mentioned on the Utility User registration form to be the sole owner of the joint account.
- 6.6** In accordance with Clause 6.5, the married couple shall either have the same sponsor or one spouse can sponsor the other in case they have separate Accounts.
- 6.7** Community and users are responsible for keeping their Account details accurate and up-to-date. In the event of changes, Community and users are required to make written requests to the BlackBuckEcosystem Project’s IT department via email at [support@blackbucktoken.com](mailto:support@blackbucktoken.com). Once the request has been received, KYC procedures may be conducted if necessary. Once the changes have been confirmed and proven, the changes shall be made.
- 6.8** A Utility User may request to change their sponsor. In this case, the Utility User’s Account shall be closed. The Utility User can make a new application with their desired sponsor after a period of 6 months, however this time period can be decreased or increased at the discretion of the BlackBuckEcosystem Project. Approval or rejection of such an application will be at the sole discretion of the BlackBuckEcosystem Project.
- 6.9** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the BlackBuckEcosystem Project of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The BlackBuckEcosystem Project cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

- 6.10** These Terms will remain in full force and effect while you use any part of the Website. We may suspend or terminate your rights to use the Website (including your Account) at any time for any reason at our sole discretion, including for any use of the Website in violation of the Utility Users Agreement. Upon termination of your rights under the Utility Users Agreement, your Account and right to access and use the Website will terminate immediately. You agree that any termination of your Account may involve deletion of your user content associated with your Account, including any figures, documentation or material in your back office. The BlackBuckEcosystem Project will have no liability whatsoever to you for any termination of your rights under the Utility Users Agreement, including for termination of your Account or deletion of your user content.

## 7 Refer & Get Reward Plan

- 7.1** The Community & users understand that the *Refer & Get Reward Plan* forms part of the overall agreement between the Community & users and the BlackBuckEcosystem Project and is part of the Utility Users Agreement.
- 7.2** We are entitled to make any amendments or changes to the *Refer & Get Reward Plan* from time to time.
- 7.3** The *Refer & Get Reward Plan* sets out the revenue and rewards payable to Community and users upon satisfying the conditions for such revenue and rewards. Any got revenue and rewards shall be transferred to the Utility User's wallet address.
- 7.4** We may conduct KYC procedures in relation to sending rewards to the Community and user's wallet.
- 7.5** If you believe there has been an error regarding your compensation or reward, you must notify us within ten days from the date of the error. You acknowledge that any errors brought to our attention after these ten days expire shall no longer be our responsibility.
- 7.6** The minimum amount in sending revenue and rewards is 21.5 Stable Coin. An administration fee of 1.5 Stable Coin shall be charged per sending from the Utility User's reward wallet.
- 7.7** You shall be solely responsible for VAT registration and for any duties concerning your financial statements. You understand that you are solely responsible for the payment of any applicable taxes. We shall not be liable for such payments.

## 8 Advertising and Promoting Our Products

- 8.1** Our name **BlackBuckEcosystem** is a trademark and shall remain our exclusive property. We hereby grant each Utility User a limited, non-exclusive license to use the trademark provided they are used solely for the purpose of performing their duties and obligations and in accordance with the Utility Users Agreement. Community and users shall not modify, change, alter or create their own trademarks or other intellectual property rights concerning the BlackBuckEcosystem Project's logos, trade names, Products, and designs.
- 8.2** Community and users are granted a limited license to download approved BlackBuckEcosystem images from our Website, unless these images are specifically marked "copyrighted", provided they are for the purposes of executing their obligations under and according to the Utility Users Agreement.

- 8.3** Community and users are permitted to create their own marketing material provided they are not in violation of the Utility Users Agreement or any other applicable laws or regulations.
- 8.4** You acknowledge that you are prohibited from making any false or fraudulent representation about the BlackBuckEcosystem Project and our Products, as well as the *Refer & Get Reward Plan* or income potentials. This also applies to the recruitment of potential Community and users.
- 8.5** You acknowledge that all of the BlackBuckEcosystem Project's materials are copyrighted and shall not be reproduced, partly or fully, unless the BlackBuckEcosystem Project authorizes you to do so. This is regardless of the material's form, whether it is digital or printed.
- 8.6** Community and users are prohibited from making any recordings, both in audio or video, of speeches, discussions or presentations by the BlackBuckEcosystem Project as well as its employees, officers, agents or representatives without the BlackBuckEcosystem Project's prior written consent.
- 8.7** The BlackBuckEcosystem Project shall notify Community and users through email or social media concerning BlackBuckEcosystem Project events. The timing and location of such event shall be at the sole discretion of the BlackBuckEcosystem Project and may be changed, postponed, or cancelled if the BlackBuckEcosystem Project deems necessary.
- 8.8** Community and users are also prohibited from making any audio or video recordings or recordings in any form whatsoever of any speaker or celebrity presentations or appearances at a BlackBuckEcosystem Project event unless the Utility User has acquired prior written authorization from us. In the circumstance that we give our authorization, Community and users shall not change, modify or transfer any press releases, pictures or recordings for their own personal advertising benefit.
- 8.9** Following Clause 8.8, Community and users are not allowed to use, reuse, display or distribute through any medium any image or any form whatsoever of the speaker or celebrity wherein it may misconstrue the Product as a celebrity endorsed advertisement unless we have approved so in writing.
- 8.10** You acknowledge that you are not allowed to:
- 8.10.1 violate any rules and regulations set by us;
  - 8.10.2 imply or suggest that materials not belonging to the BlackBuckEcosystem Project are owned by the BlackBuckEcosystem Project;
  - 8.10.3 resell our Products for a lower price compared to its original purchase price;
  - 8.10.4 sell the Products on any other online or offline public or private markets, department stores or auctions;
  - 8.10.5 sell marketing or promotional material to other Community and users;
  - 8.10.6 send spam messages, faxes or emails to others; and
  - 8.10.7 use our name for your own personal benefit, which includes, but is not limited to, applying for loans or incurring expenses.
- 8.11** Community and users are permitted to purchase the Products for their families and for personal use provided that it is done so in accordance with the Utility Users Agreement.

- 8.12** Community and users acknowledge that they shall not act as a spokesperson for the BlackBuckEcosystem Project and shall not make any statements on behalf of the BlackBuckEcosystem Project and shall immediately refer any enquiries by the media to the BlackBuckEcosystem Project.
- 8.13** Community and users are obligated to present themselves as Community and users of the BlackBuckEcosystem Project. They shall not misrepresent their career position within the BlackBuckEcosystem Project. Accordingly, all advertisements and any other promotional materials, including, but not limited to, business cards, name tags or personal websites shall include correct and accurate information.
- 8.14** You acknowledge that merely becoming a Utility User does not entitle you to revenue or rewards. Your eligibility for rewards will be directly tied to the amount of Products you referred.
- 8.15** You shall be responsible for any costs you incur in operating your BlackBuckEcosystem utilities and fulfilling your obligations under the Utility Users Agreement. This shall include, but is not limited to, the payment for your own equipment and tools, transportation, lodging, office and other expenses.
- 8.16** You acknowledge that you shall be responsible for paying any and all applicable federal and national taxes as a result of operating your BlackBuckEcosystem business.
- 8.17** Community and users shall only conduct their business, promotional and advertising activities in locations where they are legally allowed to do so and the BlackBuckEcosystem Project will not be liable whatsoever for any actions of Community and users.
- 8.18** Community and users shall be fully responsible for any third-party claims arising from their breach of the Utility Users Agreement or any of their activities in relation to their BlackBuckEcosystem utilities.
- 8.19** You shall ensure that you act responsibly and fulfill your obligations under the Utility Users Agreement and any applicable laws and regulations.
- 8.20** You shall immediately inform us if you become aware of any violation(s) of this Clause 8 or any provisions of the Utility Users Agreement by contacting us via email at [support@blackbucktoken.com](mailto:support@blackbucktoken.com).

## 9 Improper Business Practices

- 9.1** You acknowledge that you are strictly prohibited from targeting any individuals in your referral organization as this will be deemed improper business practice and will subject you to the suspension of your Account.
- 9.2** Community and users are also strictly prohibited from providing misleading or fraudulent information for the purposes of benefiting their BlackBuckEcosystem utilities.
- 9.3** Cross-line Referring, or attempting to do so, is not permitted and shall be considered a breach of the Utility Users Agreement leading to suspension of the involved Utility User's Accounts.
- 9.4** You understand that manipulation of revenue and rewards as specified in the *Refer & Get Reward Plan* is strictly not allowed, which shall include, but is not limited to, altering Account details, performances and/or results. Any attempt to do so shall result in the non-sending of the revenue and rewards and suspension of your Account.

## 10 Price and Product Adjustments

- 10.1** We reserve the right to change the prices, presentation, content, supplier and any other aspect of the Products. Similarly, we are entitled to implement any changes in the commissions and rewards as specified in the *Refer & Get Reward Plan*.
- 10.2** Prior to any changes made in accordance with Clause 10.1, the Community and users may be given prior notice through the BlackBuckEcosystem Project's Website, email, social media, newsletter or other means as determined by the BlackBuckEcosystem Project.

## 11 Payment Options and Terms

- 11.1** For the purchase of our Products, the following are payment methods which the BlackBuckEcosystem Project may request:
- 11.1.1 Cryptocurrency transfer (BEP20).
- 11.2** We reserve the right to change the payment options and method as mentioned in Clause 11.1 from time to time.
- 11.3** Any delays in the delivery of the Products shall not entitle the Utility User to cancel the order or claim for compensation.
- 11.4** The Products will only be provided to a Utility User once the Utility User's payment has been successful.

## 12 Cancellation and Refunds

- 12.1** If a Utility User decides to cancel their purchase, it will be at the sole discretion of the BlackBuckEcosystem Project as to whether any refunds will be given to the Utility User.
- 12.2** On cancellation of a purchase, any administration fees shall not be refunded. Once a Utility User cancels their registration, the Utility User's Account shall be deleted.
- 12.3** To cancel a purchase, you must inform us via email at [support@blackbucktoken.com](mailto:support@blackbucktoken.com).

## 13 Term and Termination

- 13.1** The Utility Users Agreement shall form the entire agreement between the Utility User and the BlackBuckEcosystem Project. The term of the Utility Users Agreement shall be indefinite and may be terminated by the BlackBuckEcosystem Project. The Utility User may also terminate the Utility Users Agreement by giving a 14 days' written notice.
- 13.2** The BlackBuckEcosystem Project may immediately terminate the Utility Users Agreement upon the following events:
- 13.2.1 Utility User Cross-line Sponsors;
- 13.2.2 Gross negligence, willful misconduct or fraud of the Utility User;

- 13.2.3 Failure of the Utility User to remedy their substantial breach of any provisions of the Utility Users Agreement after being given reasonable time to do so as per Clause 15;
  - 13.2.4 Utility User becomes subject to an administration order;
  - 13.2.5 Utility User ceases, or threatens to cease, to carry on business;
  - 13.2.6 Control of the Utility User is acquired by any person or connected persons not having Control of that Utility User on the date of the Utility Users Agreement; and/or
  - 13.2.7 Utility User becomes subject to a bankruptcy order or goes into liquidation.
- 13.3** For the purposes of Clause 13.2.3, a breach shall be considered capable of remedy if the Utility User can comply with all obligations and duties under the Utility Users Agreement in all respects.
- 13.4** The rights to terminate the Utility Users Agreement given by this Clause 13 shall not prejudice any other right or remedy of both the Utility User and the BlackBuckEcosystem Project in respect of the breach concerned (if any) or any other breach.

## 14 Effects of Termination

- 14.1** Upon termination, the Utility User's Account shall be terminated and all rewards or revenue which the Utility User is entitled to shall be transferred to them. The Utility User shall return to the BlackBuckEcosystem Project any and all materials and documentation which includes the BlackBuckEcosystem Project's name and is owned by the BlackBuckEcosystem Project and such material shall no longer be used by the Utility User.
- 14.2** The Utility User understands that once the Utility Users Agreement has been terminated, the Utility User no longer has the right to receive any revenue or rewards generated after the termination.
- 14.3** All clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Utility Users Agreement shall remain in full force and effect after termination.
- 14.4** Termination shall not affect or prejudice any right to damages or other remedy which the BlackBuckEcosystem Project may have in respect of the event giving rise to the termination or any other right to damages or other remedy which the BlackBuckEcosystem Project may have in respect of any breach of this Agreement which existed at or before the date of termination.
- 14.5** The termination shall not have any effect on the obligations already due between the Utility User and the BlackBuckEcosystem Project.
- 14.6** Community and users who terminate their Utility Users Agreements may still reapply to become a Utility User. The BlackBuckEcosystem Project will have sole discretion in deciding whether or not to accept any application to become a Utility User and whether or not to impose any conditions on reapplying to become a Utility User. Regardless of the Utility User reapplying under the same or a different referrer, the Utility User shall be placed at the bottom of the referrer's referral organization.

## 15 Investigation and Rectification of Breach

**15.1** In the event that the Utility User has breached any of the provisions of the Utility Users Agreement, the BlackBuckEcosystem Project shall directly start an investigation:

15.1.1 The BlackBuckEcosystem Project may provide the Utility User a reasonable time to remedy the breach along with temporarily suspending the Utility User's Account. The BlackBuckEcosystem Project may give the Utility User ten days to remedy the breach but will still be entitled to grant a lesser or greater period. It should be noted that the Utility User shall not have access to his/her reward wallet but the Utility User shall still continue to receive any revenue or rewards on their Account unless decided otherwise by the BlackBuckEcosystem Project.

15.1.2 If the Utility User fixes the breach or becomes successful in proving the accusation(s) is/are not valid, the case shall be closed and the Utility User's Account and reward wallet shall be released.

15.1.3 If the Utility User fails to remedy the breach or fails to disprove the accusation(s), the BlackBuckEcosystem Project shall be entitled to immediately terminate the Utility Users Agreement as per Clause 13.2.3 and all reward and revenue the Utility User is entitled to shall be transferred to their wallet address.

## 16 Transfer of Account

**16.1** Community and users are permitted to transfer their rights of ownership over their Account to an Inheritor at any time provided the BlackBuckEcosystem Project's prior written consent is acquired as well as a signed agreement between the Utility User and the Inheritor is provided, which clearly states that the Utility User shall transfer their rights and that the Inheritor agrees and fully understands the terms in the Utility Users Agreement.

**16.2** Transfer of any ownership over an Account in accordance with Clause 16.1 shall not be implemented if the Inheritor already has an existing Account.

**16.3** With regards to a transfer of ownership as per Clause 16.1, the BlackBuckEcosystem Project shall charge an administration fee of 10 Stable Coin, which must be paid either by the former Utility User or the Inheritor.

**16.4** If a Utility User passes away, the Utility User's Account shall be passed onto the inheritors of his/her estate, provided a copy of the Utility User's death certificate, last will and testament is given along with a written request specifying the individual to take over the ownership of the Account signed by all inheritors of the Utility User's estate.

**16.5** In case of married couples owning a joint Account, please refer to Clause 6.6.

## 17 Indemnity and Limitation of Liability

**17.1** Community and users shall indemnify the BlackBuckEcosystem Project against any and all costs, liability, damages, loss, claims or proceedings arising out of the Utility User's breach of any of the provisions of the Utility Users Agreement and shall reimburse costs and disbursements of reasonable amounts which are incurred, unless otherwise required by the Utility Users Agreement.

- 17.2** Nothing in the Utility Users Agreement shall limit or exclude both the Utility User's and the BlackBuckEcosystem Project's liability for fraud, fraudulent misrepresentation or gross negligence.
- 17.3** If the Utility User breaches any provisions concerning Confidential Information and our Intellectual Property Rights, the Utility User acknowledges and agrees that damages alone would not be an adequate remedy. Accordingly, the BlackBuckEcosystem Project shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of either or both of our Confidential Information and Intellectual Property Rights by the Utility User.
- 17.4** We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- 17.5** We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 17.5.1 use of, or inability to use, our Website; or
  - 17.5.2 use of or reliance on any content displayed on our Website.
- 17.6** In particular, we will also not be liable for:
- 17.6.1 loss of profits, sales, business, or revenue;
  - 17.6.2 business interruption;
  - 17.6.3 loss of anticipated savings;
  - 17.6.4 loss of business opportunity, goodwill or reputation; or
  - 17.6.5 any indirect or consequential loss or damage.
- 17.7** In relation to any Products, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## 18 Force Majeure

- 18.1** The BlackBuckEcosystem Project shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the BlackBuckEcosystem Project.

## 19 Confidentiality

- 19.1** Community and users undertake that, unless an authorization in writing has been provided by the BlackBuckEcosystem Project, it shall, at all times for the duration that the Utility Users Agreement is effective and after its termination:
- 19.1.1 keep confidential all Confidential Information;
  - 19.1.2 not disclose any Confidential Information to any other party;

- 19.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the Utility Users Agreement;
- 19.1.4 not make any copies, of, record in any way or part with possession of any Confidential Information; and
- 19.1.5 ensure that none of its directors, officers, employees, agents, advisers or representatives does any act which, if done by the Utility User, would be a breach of the provisions of sub-Clauses 19.1.1 to 19.1.4 above.
- 19.2** Community and users may disclose relevant Confidential Information to any governmental or other authority or regulatory body or any employee or officer to such extent only as is necessary for the purposes contemplated by the Utility Users Agreement or as required by law.
- 19.3** All Confidential Information disclosed by the BlackBuckEcosystem Project shall remain the property of the BlackBuckEcosystem Project. We do not grant any right of any kind which we may currently hold or may obtain pursuant to the Utility Users Agreement regarding Confidential Information.
- 19.4** Upon termination of the Utility Users Agreement, Community and users shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the BlackBuckEcosystem Project any documents in its possession or control which contain or record any Confidential Information. If a Utility User withholds Confidential Information, that Utility User shall be liable to pay damages.
- 19.5** Obligations and responsibilities under this Clause 19 shall remain in force even after termination of the Utility Users Agreement.

## 20 Intellectual Property Rights

- 20.1** We are the owner or the licensee of all Intellectual Property Rights in our Website, including, but not limited to, our Products, content and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 20.2** In accordance to provisions under Clause 8, we grant each Utility User a limited, non-exclusive license to use our BlackBuckEcosystem trademark name provided they are used solely for the purpose of performing their duties and obligations under the Utility Users Agreement.
- 20.3** If you breach this Clause 20 or any other provisions in relation to our Intellectual Property Rights as may be specified under Clause 8, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 21 Non-Compete and Non-Solicitation

- 21.1** Community and users shall not engage in any activities that may directly or indirectly compete with the BlackBuckEcosystem Project's business. Accordingly, Community and users shall not be permitted to refer the Products to both indirect and direct competitors of the BlackBuckEcosystem Project.

**21.2** Community and users acknowledge that they shall not solicit other current Community and users of the BlackBuckEcosystem Project, as well as employees or former employees of the BlackBuckEcosystem Project for the purposes of referring them into another project that directly or indirectly competes with the BlackBuckEcosystem Project's utilities.

## 22 Uploading Content

**22.1** Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with the following terms:

22.1.1 You agree not to use the Website to collect, upload, transmit, display, or distribute any user content:

- (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable;
- (c) that is harmful to minors in any way; or
- (d) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; and

22.1.2 You agree not to:

- (a) upload, transmit, or distribute to or through the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- (b) send through the Website unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- (c) use the Website to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- (d) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks;
- (e) attempt to gain unauthorized access to certain areas of this Website (or to other computer systems or networks connected to or used together with the Website), which are restricted from your access, whether through password mining or any other means;
- (f) harass or interfere with any other user's use and enjoyment of the Website; or
- (g) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

- 22.1.3 You shall have sole responsibility for and hereby warrant the accuracy, quality, integrity, legality, non-infringement of any third party intellectual property rights, reliability and appropriateness of all content or data which is uploaded to our Website. You shall indemnify us for any loss or damage we suffer as a result of your breach of this warranty. We shall not be responsible, or liable to any third party, for the content posted by you or any other user of our Website.
- 22.1.4 Any content or data you upload to our Website will be considered non-confidential and non-proprietary. Save as otherwise specified in these Terms, all intellectual property rights in the content or data you upload on our Website shall remain vested in you (or your relevant licensors). You hereby grant us a perpetual, worldwide, royalty free, non-exclusive, transferable licence to use, store, modify, copy, distribute, display, and prepare derivative works of such content. You hereby warrant to us that you have the full requisite power and authority to grant us such usage rights in the content you upload to our Website.
- 22.1.5 You shall be responsible for obtaining and maintaining all licences required for the use of the content or data you upload to our Website, including payment of all associated licence fees and other costs.
- 22.1.6 We have the right to disclose your identity to any third party who is claiming that any content or data posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 22.1.7 We reserve the right (but have no obligation) to review any content and data you upload to our Website, and to investigate and/or take appropriate action against you in our sole discretion if you violate any of the terms of the Utility Users Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying such content, terminating your Account, and/or reporting you to law enforcement authorities.
- 22.1.8 We have the right to remove any content and data you post on our Website if, in our opinion, your post does not comply with this Clause 22 or any of the terms of the Utility Users Agreement.
- 22.1.9 You are solely responsible for securing and backing up your content and data.
- 22.1.10 This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

## 23 No Reliance on Information

- 23.1** The content on our Website is provided for general information only. It is not intended to amount to advice (of any nature) on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
- 23.2** Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

## 24 Third Party Links and Resources in Our Website

- 24.1** Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 24.2** When you click on any such links as provided by Clause 24.1, the applicable third party's terms and policies apply. We assume no responsibility for the content such websites or resources and we will not be liable for any loss or damage that may arise from your use of them.

## 25 Viruses

- 25.1** We do not guarantee that our Website will be secure or free from bugs or viruses. We shall not be liable for any loss or damage caused by a virus, bug or other technologically harmful material that may infect your computer equipment, programs, data or other proprietary material due to your use of our Website or to your downloading of any content on the Website or any website linked to our Website.
- 25.2** You are responsible for configuring your information technology, computer programs and platform to access our Website. You should use your own virus protection software.

## 26 Linking Our Website

- 26.1** You may link to our website, provided you do so in a way that is fair and legal, in compliance with the Utility Users Agreement and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.
- 26.2** You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 26.3** The website in which you are linking must comply in all respects with the content standards set out in the Utility Users Agreement.
- 26.4** If you wish to link to or make any use of content on our Website other than that set out above, you will be required to obtain written approval from us first.

## 27 Entire Agreement

- 27.1** In registering to become a Utility User of the BlackBuckEcosystem Project, the Utility User acknowledges that the Utility Users Agreement constitutes the entire agreement between the parties.

## 28 Applicable Law

- 28.1** These Terms and the Utility Users Agreement, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. The BlackBuckEcosystem Project will have the right to choose the jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms, the Utility Users Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 28.2** If any provision in these Terms is invalid, illegal or unenforceable, then it shall be deemed modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted and the remainder of these Terms and the Utility Users Agreement shall remain in full force and effect.