Terms of Use

Welcome! BlockApps, Inc. ("we," "our," or "us") provides its services through its website located at blockapps.net along with related features, content, applications, application protocol interface ("API"), and products (collectively the “Services” or “BlockApps”).

Before using our Services, please reads these Terms of Use (the “Terms” or the “Agreement”) carefully, along with any other policies or notices on the Services and our Privacy Policy located at blockapps.net/privacy. Together these materials contain terms, rules, and guidelines related to your use of BlockApps. If you do not agree to this Agreement or any modifications to this Agreement, you should not use our Services.

How You Accept This Policy

By accessing or using our Services, you acknowledge that you have read, understood, and agree to these Terms, as well as the accompanying privacy policy located at blockapps.net/privacy.

We may modify the Terms at any time. Any changes to the Terms will be reflected on this page and will become effective immediately upon posting. If the changes are significant, we will do our best to notify you via email or through a notification. Please check the effective date below to determine if there have been any changes since you have last reviewed these Terms. If you do not agree to this Agreement or any modifications to this Agreement, you should not use our Services.

Eligibility

Only individuals who are at least 18 years old and can form legally binding contracts can use BlockApps. If you are under 18 years old and would like to use BlockApps, you can, but only if a parent or legal guardian who is at least 18 years old supervises you. In all cases, the adult would be the user and is responsible for any and all activity.

You can only use our Services to the extent the laws of your jurisdiction or the United States do not bar you from doing so. Please make sure these Terms are in compliance with all laws, rules, and regulations that apply to you.

By using BlockApps, you represent and warrant that you meet all eligibility requirements we outline in these Terms. However, please note that we may still refuse to let certain people access or use the Services and reserve the right to change our eligibility criteria.

Payment

If you purchase any of our paid Services (“Premium Services”), you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. Also:

Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services.

You must pay us for applicable fees and taxes unless you cancel the Premium Service, in which case you agree to still pay these fees through the end of the applicable subscription period.

Taxes are calculated based on the billing information that you provide us at the time of purchase.

Third Party Services and Content
We utilize links and other tools to connect users to third party services and websites, such as Microsoft’s Azure Platform to create an instance of our private blockchain product, Strato (“Third Party Services”). We have no control over these Third Party Services, and in no event shall we be held responsible or liable for the accuracy, reliability, or currentness of any third party’s services, content, or policies. Users who access or use a Third Party Service through BlockApps are solely responsible for complying with the terms and policies of these third parties.

In no event shall a description or reference to a third party’s product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement of such third party product or service by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service.

Intellectual Property
The Services contains copyrighted material, trademarks, and other proprietary information, including but not limited to text, software, and graphics (“Content”), which is protected by copyright law, registered and unregistered trademarks, database rights, and other intellectual property rights. Unless otherwise provided, we exclusively own the the Content and your use of the Services does not grant you any right, title, or interest in the Content.

As a user of the Services, we grant you a limited, non-exclusive, non-transferable, and revocable license to use BlockApps while this Agreement is in effect.

Your Use of Our Services
If you sign-up for an account, we ask that you abide by a few common sense rules. Specifically:

Don’t Use Our Services to Break the Law. You agree that you will not violate any laws when using our Services. This includes any local, provincial, state, federal, national, or international laws that may apply to you.

Don’t Try To Harm Our System. You agree not to distribute any virus or other harmful computer code through BlockApps. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure.
Don’t Attempt to Circumvent Our Security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services, including without limitation other accounts, computer systems, or networks connected to the Services.

Don’t Steal From Us. You agree not to “crawl,” “scrape,” or “spider” BlockApps or reverse engineer or attempt to obtain our source code or data.

Don’t Copy From Us. You agree not to copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post, store, or transmit any of BlockApps’s content, including without limitation any marks, in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or otherwise.

Any use of BlockApps other than as specifically authorized in this Agreement, without our prior written permission, is strictly prohibited and will terminate your license to use BlockApps.

License You Grant to Us Over User Content

There are areas of the Services and areas on third party sites where you can communicate with us. We do not own any of your content. However, by providing content to us, you grant us a license to use it. These communications between you and BlockApps will be referred to as “User Content.”

When you submit, post, or otherwise direct communications to BlockApps (through the use of the Services or via a telephone call with a member of our team) you grant us a universal, non-exclusive, transferable, worldwide, royalty-free, irrevocable, sub- licensable through multiple levels of sublicenses, perpetual license to use, publicly display (in any media or format), edit, stream, digitize, modify, reproduce, distribute, store, and prepare derivative works of your Content in any formats and through any channels, including across any service that we may own. You agree that the User Content provided to BlockApps is non-confidential and that BlockApps has the right to unrestricted use for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

We may change, suspend or end our Services, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

Service Availability

BlockApps is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

Limitation of Liability & Disclaimer of Warranties

Limitation of Liability
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, LAWYERS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF (COLLECTIVELY THE “BLOCKAPPS PARTIES”) BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR ACCESS TO, USE OF, OR RELIANCE ON OUR SERVICES OR ANY ERRORS OR OMISSIONS IN OUR SOFTWARE; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE OR BLOCKAPPS’S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR API; OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (B) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID TO US FOR THE USE OF BLOCKAPPS.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Disclaimer

BLOCKAPPS IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SITE OR ANY CONTENT ON THE SITE, WHETHER PROVIDED OR OWNED BY US OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
Indemnity
To the extent permitted by applicable law, you agree to defend, indemnify, and hold us and the BlockApps Parties harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys’ fees) arising from: (i) your use of and access to our Services; (ii) your violation of any term of this Agreement; or (iii) your violation of any law, rule, or regulation, or right of any third party.

Time Limitation on Claims
You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Governing Law
No matter where you’re located, the laws of the State of New York will govern these Terms and the parties’ relationship as if you signed these Terms in New York, without regard to New York’s conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in the State of New York for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

Note to International Users
BlockApps is hosted in the United States. If you are a user accessing the Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which is governed by US law, you are transferring your Personal Information to the United States and you consent to that transfer.

Termination
We reserve the right to terminate your license to use BlockApps or block or prevent your access to the Services, without providing you with notice or reason. In the event of termination, your obligations under this Agreement will still continue.

No Waiver
Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

Severability
If it turns out that any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term will not affect any other terms.
Notices
You agree that we may provide notices to you in the following ways: (i) a banner notice on blockapps.net; (ii) an email sent to an address you provided, or (iii) through other means including mobile number, telephone, or mail.

Arbitration & Waiver of Class Action

Agreement to Arbitrate. You agree to arbitrate any dispute with us arising from this Agreement or your use of BlockApps on an individual basis. That means you cannot sue us in court or have a trial by jury.

Format for Arbitration. The parties agree that: (i) any arbitration will occur in the State of New York; and (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association for arbitration of Consumer-Related Disputes, in the English language, and with limited discovery.

At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal.

Other Provisions. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEY’S FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT.

Waiver of Class Action. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, THE PARTIES WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.

Force Majeure
We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

Assignment
You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.
Entire Agreement
This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

Questions or Comments
We welcome comments, questions, concerns, or suggestions. Please send us a message at hello@blockapps.net.

Effective Date: May 11, 2016

We know that Terms can be long. Thanks for making it to the end!
Privacy Policy

This Privacy Policy describes the policies and procedures of BlockApps, Inc. ("we," “our," or “us") on the collection, use, and disclosure of your information on www.blockapps.net and the services, features, content, applications, application protocol interfaces ("APIs"), and products we offer (the “Services” or "BlockApps").

Your privacy is important to us. When running BlockApps, we follow a few fundamental principles:

● We do our best to limit the collection of Personal Information (defined below).
● We don’t share your information with third parties except to deliver you the Services, comply with the law, make BlockApps better, protect our rights, or effectuate a business transfer.
● We’re not a huge, faceless corporation. We’re just normal people trying to deliver an incredible experience. If you have any questions or concerns about this policy, please reach out to us at hello@blockapps.net.

How You Accept This Policy

By using BlockApps, requesting to join our mailing list or signing up for a demo, you agree to the use, disclosure, and procedures outlined in this Privacy Policy.

What Information Does BlockApps Collect?

The information we collect from you falls into two categories: (i) personally identifiable information (i.e., data that could potentially identify you as an individual) ("Personal Information"), and (ii) non-personally identifiable information (i.e., information that cannot be used to identify who you are) ("Non-Personal Information"). This Privacy Policy covers both categories and will tell you how we might collect and use each type.

We may collect a variety of Personal Information, including:

● Your contact information, such as your first name, last name, and email address when you sign up for our mailing list or request a demo;
● Information from Third Party Services (defined below) that you explicitly give us access to; and
● Your credit card information (although we use a third party payment processor, as described below) and billing address.

We may also collect a variety of Non-Personal Information, including analytics data including: (i) the IP address of the computer you use to access the Services; (ii) the type of browser software you are using; (iii) the operating system you are using; (iv) the date and time you access or use the Services; (v) the website address, if any, that linked you to our Services; (vi) the website address, if any, you leave our website and travel to; and (vii) other non-personally identifiable traffic data.
How We Collect Information

When You Create a Sign Up For Our Mailing List or Request a Demo. If you sign up with BlockApps, we may request certain Personal Information. This may include contact information such as your name, organization, email address, and phone numbers.

Information We Automatically Collect

Like most websites, BlockApps may incorporate technology such as “pixel tags,” “web beacons,” and “cookies.” Pixel tags or web beacons are tracking devices on websites or in emails that can monitor the behavior of the user visiting the website or sending the e-mail. Cookies (not to be confused with the sugary treat) are small files that web servers may place on your computer when you visit a website.

Here at BlockApps, we use cookies to help identify and track usage of the Services and to make it easier to deliver a personalized experience. You can easily refuse our cookies by adjusting the preferences in your browser. However, be forewarned that disabling cookies may cause BlockApps to not operate properly.

In order to improve and grow BlockApps may use your information to perform its own analytics and to enable analytics provided by third parties. We may use analytical information for business analysis and operations purposes, business intelligence, product development, improving products and services, personalizing content, providing advertising, and making recommendations. BlockApps may also use third-parties, such as Flurry, in order to develop and analyze use of the Services.

Third Party Services

We haven’t built all of the features offered on BlockApps from scratch. To run the Services, we often utilize various third-party products (collectively “Third Party Services”), such as Microsoft Azure to create an instance of our private blockchain solution, Strato. Please note that your use of these Third Party Services is governed by their respective Terms of Service and Privacy Policies. We use and disclose any collected information in accordance with our own Privacy Policy.

Communications You Initiate with Us

We do everything possible to make sure you have an amazing experience when using BlockApps. If you contact us in person, by phone, email, instant message, live chat, social media, or by some other means (either through our Services or through a Third Party Service), we may keep a record of your contact information and correspondence for later reference (to help improve our Services!).

How We Use the Information We Gather

We primarily use the information we collect and store to enhance BlockApps. Except if we sell all or a portion of our business, or as otherwise described below, we do not rent, trade, or sell your Personal Information.

Use of Information to Provide BlockApps to You
We use Personal Information to create an awesome experience. Some ways we may internally use your information are to:

- Contact you when necessary;
- Respond to your comments or questions;
- Provide you with additional information according to your preferences;
- Customize and personalize your BlockApps experience;
- Generate aggregated statistics to help us improve the customer experience;
- Make BlockApps easier and more convenient for you (such as by prepopulating forms when you have already provided identical information);
- Send you information and marketing materials about services and products available on our Services;
- Train our team members; or
- Other internal business purposes.

Agents or Third Party Partners

We may provide your Personal Information to our employees, contractors, agents, service providers, and designees (“Agents”) to enable them to perform certain services for us exclusively, including:

- Website-related services such as web hosting;
- Improvement of website-related services and features;
- Maintenance services; or
- Distribution of advertisements and other marketing materials on our behalf.

Business Transfers

We may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets that would be transferred. Also, if we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, your Personal Information could be one of the assets transferred to or acquired by a third party. By accepting this Privacy Policy, as outlined above, you consent to any such transfer.

Protection of Us and Others

We reserve the right to access, read, preserve, and disclose any information that we reasonably believe is necessary to: comply with the law or a court order; cooperate with law enforcement; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of BlockApps, our employees, our users, or others.

What Personal Information Can I Access or Change?

If you decide you don’t want to receive email or other mail from us, you can select the “opt out” provision in our communications to unsubscribe. Unsubscribing will stop you from receiving most types of communication, but it may not apply to emails about orders or transactions you place through the Services or to respond to your specific request.
Right now it is not possible for you to change, alter, or amend Personal Information that you provide to us. If you would like to modify any information that you provide to us or delete this information, please contact us at any time at hello@blockapps.net.

Data Retention

If you request that your information be deleted, we still may retain some Personal Information that you have provided to us in order to maintain BlockApps or to comply with relevant laws.

Data Security

We are committed to making sure your information is protected and have selected third-party vendors that help keep your Personal Information safe. Unfortunately, we do not control these third parties and therefore cannot guarantee complete security.

We follow generally accepted industry standards and take reasonable measures to help protect the information we collect from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

If you log into your account on a shared computer, be sure to sign out of your account when finished. If you believe a third party has access to your account, you must let us know as soon as possible.

Even with all these precautions, we cannot fully guarantee against the access, disclosure, alteration, or deletion of data through events, including but not limited to hardware or software failure or unauthorized use. Any information that you provide to us is done so entirely at your own risk.

Children

We are especially sensitive about children’s information. We’re not a site targeted towards children, and we don’t knowingly collect information from children under the age of 13. If you are a parent or legal guardian of a minor child, we will treat any information that you provide us while using BlockApps on behalf of your minor child as Personal Information as otherwise provided in this Privacy Policy. If you have questions concerning our information practices with respect to children, or if you learn that a child under the age of 13 has used BlockApps, created a user account, or provided us with personal information, please email us at hello@blockapps.net.

Online Tracking and How We Respond to Do Not Track Signals

Online tracking is the collection of data about an individual’s Internet activity used to deliver targeted advertisements and for other purposes. Some web browsers (including Safari, Internet Explorer, Firefox, and Chrome) incorporate a “Do Not Track” (DNT) or similar feature that signals to websites that a visitor does not want to have his/her online activity and behavior tracked. If an online service elects to respond to a particular DNT signal, the service may refrain from collecting certain personal information about the browser’s user. Not all browsers offer a DNT option and there is currently no industry consensus as to what constitutes a DNT signal.
For these reasons, many website operators, including BlockApps, do not take action to respond to DNT signals. For more information about DNT signals, visit http://allaboutdnt.com.

Changes to This Policy

We occasionally review this Privacy Policy to make sure it complies with applicable laws and conforms to changes in our business. We may need to update this Privacy Policy, and we reserve the right to do so at any time. If we do revise this Privacy Policy, we will update the “Effective Date” at the bottom of this page so that you can tell if it has changed since your last visit and will do our best to notify you. Please review this Privacy Policy regularly to ensure that you are aware of its terms. Any use of BlockApps after an amendment to our Privacy Policy constitutes your acceptance to the revised or amended agreement.

International Users and Visitors

BlockApps is hosted in the United States. Because the Internet is global, you should note that by providing Personal Information as an international visitor or user, you are: (i) permitting the transfer of your Personal Information to the United States, which may not have the same data protection laws as the country in which you reside; and (ii) permitting the use of your Personal Information in accordance with this Privacy Policy.

Questions?

We’d be happy to answer them. Shoot us an email or send us a note:

Email: hello@blockapps.net

Mailing Address:

BlockApps, Inc.
112 North 8th St., #2R
Brooklyn, NY  11249

Effective Date: May 11, 2016.

Thanks for reading our Privacy Policy!