

# **MonitorChain Customer Agreement & Terms of Use**

These terms of use (the “**Terms of Use**”) govern your access to and use of: (a) our MonitorChain Platform that is designed to monitor cryptocurrency trading activity, and provide alerts of suspicious activity based on select parameters (the “**MonitorChain Platform**”, and such alerts, “**MonitorChain Alerts**”); (b) our application programming interfaces made available for access and use of the MonitorChain Platform (the “**MonitorChain APIs**”); and (c) all other products or services provided by us to you in connection with the foregoing (collectively, the “**MonitorChain Solution**”). These Terms of Use form a binding legal agreement between Zenchain Inc. 661 Burnside Road East, #202, Victoria BC V8T 2X9, Canada (“**Zenchain**”, “**us**”, “**we**”, “**our**”) and you. The term “**you**” refers to Contractland.io 195 Pearl's Hill Terrace #02-65 Singapore (168976).the person or entity accessing or otherwise using the MonitorChain Solution (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing).

**BY USING THE MONITORCHAIN SOLUTION, YOU: (A) REPRESENT AND WARRANT THAT: (I) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US IS TRUE, ACCURATE, CURRENT AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1. IF YOU ARE USING THE MONITORCHAIN SOLUTION ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.**

**PLEASE CAREFULLY READ ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY, PARTICULARLY THE DISCLAIMERS IN SECTIONS 12 RELATED TO THE MONITORCHAIN PLATFORM AND THE MONITORCHAIN ALERTS.**

## **1. Changes to these Terms of Use and MonitorChain Solution**

Except where prohibited by applicable law, we reserve the right to change these Terms of Use at any time without notice. Your continued access to or use of the MonitorChain Solution after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly. We reserve the right to change the MonitorChain Solution at any time, without notice.

## **2. Access to the MonitorChain Platform**

- (a) Subject to your compliance with these Terms of Use (including payment of all applicable Fees), we will use commercially reasonable efforts to make available the MonitorChain Platform to you in accordance with these Terms of Use.
- (b) You acknowledge and agree that the proper performance of the MonitorChain depends entirely on the inputs, parameters, addresses, information and data that you provide to us through the MonitorChain Platform (the “**MonitorChain Inputs**”). Accordingly, you are responsible for all MonitorChain Inputs, including:

- (i) any blockchain addresses;
  - (ii) phone numbers; and
  - (iii) email addresses.
- (c) Notwithstanding the foregoing, we retain the right, at our sole discretion, to deny you access to the MonitorChain Platform, at any time and for any reason, including for violation of these Terms of Use, for scheduled maintenance or to address any emergency security concerns.

### 3. **Access to the MonitorChain Platform through our APIs**

Subject to your compliance with these Terms of Use (including payment of all applicable Fees), we will make available the MonitorChain API for you to access and use the MonitorChain Platform solely in accordance to any related usage guides or documentation in respect of the MonitorChain API.

### 4. **Fees**

- (a) Service Fees. You will pay us fees (the “**Fees**”) based on the then-current fee schedule, available on the website at: <https://monitorchain.com/pricing/>. Fees are subject to change without notice. The Fees are non-refundable and we reserve the right to adjust our Fees or to institute new Fees at any time. You hereby authorize us to initiate debits and credits with your selected payment method.
- (b) Payment by Crypto. If you pay us the Fees through the use of cryptocurrency, you acknowledge and agree that it is your responsibility to ensure payment to the correct addresses and that we cannot reverse a digital currency transaction which has been broadcast to a digital currency network, and losses due to fraudulent or accidental transactions are not recoverable;

### 5. **No Responsibility For Third Party Links**

We provide links to third party material through the MonitorChain Platform as a convenience to you. We are not responsible for any aspect of the information, content, or services on third party websites accessible or linked to the MonitorChain Solution, or any part thereof.

### 6. **Communications Not Confidential**

We do not guarantee the confidentiality of any communications made by you through the MonitorChain Solution. We do not guarantee the security of any data you transmit over the Internet or public networks in connection with your use of the MonitorChain Solution.

### 7. **Privacy**

We will handle your Personal Information in accordance with our privacy policy located at <https://monitorchain.com/privacy-policy/> (the “**Privacy Policy**”). Our Privacy Policy contains

important information about our practices in collecting, storing, using, and disclosing information about identifiable individuals (“**Personal Information**”), and is hereby incorporated into and forms a part of these Terms of Use.

#### 8. **Data You Upload To Us**

You grant to us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable license during the Term to access, collect, store and use any data, information, records and files that: (a) you load, transmit to or enter into the MonitorChain Solution; or (b) that we collect from your usage of the MonitorChain Solution ((a) and (b), collectively, the “**User Data**”), to: (i) develop, enhance and make available the MonitorChain Solution; and (ii) to produce data, information or other materials that are not identified as relating to a particular individual or Zenchain (such data, information and materials, the “**Aggregated Statistical Information**”). We are free to create, use and disclose Aggregated Statistical Information for any purpose and without obligations of any kind.

#### 9. **Ownership**

All rights, title and interest, including intellectual property rights, in the MonitorChain Solution, Aggregated Statistical Information and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will remain with us (or our third party suppliers, if applicable). The MonitorChain Solution and all materials provided by us hereunder are licensed and not “sold” to you. All rights not expressly granted to you in these Terms of Use are reserved.

#### 10. **No Unlawful or Prohibited Use**

Without limiting the generality of the foregoing, you will not (and will not attempt to), as applicable:

- (a) send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the MonitorChain Solution any data, information, pictures, videos, music, or other materials or content that:
  - (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
  - (ii) you do not have the lawful right to send, upload, collect, transmit, store, use, publish or otherwise communicate;
  - (iii) is false, intentionally misleading or impersonates any other person;
  - (iv) is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;

- (v) is harmful to minors in any way or targeted at minors;
  - (vi) violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or
  - (vii) encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability;
- (b) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the MonitorChain Solution (e.g., a denial of service attack);
  - (c) attempt to gain unauthorized access to the MonitorChain Solution;
  - (d) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the MonitorChain Solution or any part thereof or otherwise attempt to discover any source code;
  - (e) use the MonitorChain Solution for the purpose of building a similar or competitive product or service; or
  - (f) use the MonitorChain Solution other than as permitted by these Terms of Use.

## 11. **Warranty**

You represent and warrant to, and covenant with us that all User Data will only contain Personal Information in respect of which you have obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable us to provide the MonitorChain Solution and exercise our rights under these Terms of Use.

## 12. **Disclaimers**

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF USE (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS. WITHOUT LIMITING THE FOREGOING:

- (a) YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE MONITORCHAIN SOLUTION (INCLUDING FOR GREATER CERTAINTY, ANY MONITORCHAIN ALERTS) IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE MONITORCHAIN SOLUTION WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF

MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE MONITORCHAIN SOLUTION IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

- (b) YOU ACKNOWLEDGE AND AGREE THAT THE MONITORCHAIN ALERTS IS SIMPLY A SOLUTION THAT PROMPTS YOU TO CONDUCT FURTHER INQUIRY AND DUE DILIGENCE. ACCORDINGLY, IT MAY CONTAIN ERRORS, BE INCOMPLETE OR IN ACCURATE. WHILE WE MAY CORRECT ANY SUCH ERRORS, MISSING INFORMATION OR INACCURACIES, WE ARE UNDER NO OBLIGATION TO DO SO. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT RELY ON THE MONITORCHAIN ALERTS AS THE BASIS FOR TAKING ANY ACTIONS (OR REFRAINING FORM TAKING ANY ACTIONS).

### 13. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THESE TERMS OF USE.

TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF SERVICE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE MONITORCHAIN SOLUTION EXCEED \$100 CAD, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF SERVICE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

### 14. **Indemnification**

You will defend, indemnify and hold harmless us and all of our officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature including reasonable legal and accounting fees arising out of or in connection with:

- (a) your breach of your warranties described hereunder;
- (b) your violation of any applicable law or the rights of a third party (including intellectual property rights); or

- (c) your use of the MonitorChain Solution contrary to these Terms of Use or other instructional manuals, guidelines or documentation made available by us to you.

## 15. **Term and Termination; Survival**

- (a) These Terms of Use will commence on the day you first use the MonitorChain Solution and will continue into force until terminated by either party (the “**Term**”). Either party may terminate these Terms of Use as follows: (a) we may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through the MonitorChain Solution; (b) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the MonitorChain Solution) that your account with us be deleted.
- (b) The following Sections, together with any other provision of these Terms of Use which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Use, will survive expiration or termination of these Terms of Use for any reason: Sections 6 (Communications Not Confidential), 7 (Privacy), 8 (Data You Upload to Us), 9 (Ownership), 12 (Disclaimers), 13 (Limitation of Liability), 14 (Indemnification), 15(b) (Terms and Termination; Survival), and 16 (General).

## 16. **General Provisions**

- (a) **Choice of Law.** Except as restricted by applicable law, these Terms of Use will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein and such laws apply to your access to or use of the MonitorChain Solution, notwithstanding your domicile, residency or physical location. You will only use the MonitorChain Solution in jurisdictions where the MonitorChain Solution may lawfully be used. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Vancouver, British Columbia, Canada in all disputes arising out of or relating to the use of the MonitorChain Solution.
- (b) **Class Action Waiver.** Except as restricted by applicable law, you acknowledge and agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any class or representative action. Accordingly, you hereby waive all rights to assert any claims against us as a representative or member of any class or representative action.
- (c) **Entire Agreement.** These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the MonitorChain Solution. A printed

version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- (d) Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- (e) Severable. If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.
- (f) Assignment. You will not assign these Terms of Use to any third party without our prior written consent. We may assign these Terms of Use or any rights under these Terms of Use to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.
- (g) Force Majeure. We will not be liable for delays caused by any event or circumstances beyond Zenchain's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, Internet service failures or delays.
- (h) English Language. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Agreed to on this \_\_8th\_\_ day of October, 2018 with the intention to be legally bound, per:

DocuSigned by:  
  
8CEB2D8C682E4D9

Seth Hornby  
CEO, Zenchain Inc.



Peter He  
Lead Developer, Contractland.io

## **Exhibit A: Agreement Terms**

1. ContractLand.io agrees to payment in the sum of \$4500.00 in US Dollars for 12 months of MonitorChain Exchange: Enterprise Tier alert notification.
2. 12 month MonitorChain subscription date will run from the earlier of:
  - a. December 31<sup>st</sup>, 2018
  - b. Commercialization date of the ContractLand.io platform as mutually agreed by both parties to this agreement
3. Payment is due upon receipt and signing of this agreement within 10 business days
4. Includes integration support from Zenchain team in the form of smart contract creation and consultation to integrate to the ForeignBridge or validators in the fashion specified by ContractLand team following consultation.
5. MonitorChain Exchange: Enterprise subscription includes full monitoring and security notification of all supported Ethereum blockchain tokens, as well as including support for additional tokens and blockchains MonitorChain adds in the future at no added cost.
  - a. Does not include monitoring of the ContractLand exchange smart contract itself.
6. If signed by Tuesday, Oct 9th, 2018, Zenchain Inc. will make good faith efforts to issue a mutually beneficial public announcement via its public relations agency that specifically cites and positively promotes ContractLand publicly.