

Last update: March 9th, 2023

BLOYD Terms and Conditions

By accessing and placing Orders on <https://bloyd.co/> (hereinafter the “Website”), you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below (hereinafter the “Terms”). The Terms govern the relationship between Users (Customer and Vendor) and BLOYD Inc arising in connection with the registration and execution of Orders via BLOYD (the “Terms”). Please read these Terms and Conditions carefully before using BLOYD. If you do not agree with any provision of the Terms, you should opt out of using BLOYD. The Terms come into force from the moment they are published on the Website and are valid indefinitely.

BLOYD may change the Terms unilaterally from time to time in its sole discretion without special notice. Changes come into force from the moment the updated version is posted on the Website.

Under no circumstances shall BLOYD team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if BLOYD team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

The Admin also may inform the Users about the changes made by e-mail at least 10 (ten) calendar days before the changes take effect. In case of disagreement with the updated Terms, the User may waive the Terms immediately after termination. The Admin will inform you about the right to withdraw from the Terms in the notification sent by email. By not terminating the Terms before the effective date of the changes and continuing to use the BLOYD platform, the User thereby confirms the acceptance of the updated Terms.

LICENSE

BLOYD grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Website/app strictly in accordance with the Terms.

These Terms & Conditions are a contract between you and BLOYD (referred to in these Terms & Conditions as "BLOYD", "us", "we" or "our"), the provider of the BLOYD website and the services accessible from the BLOYD website (which are collectively referred to in these Terms & Conditions as the "BLOYD Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use BLOYD. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

MEANINGS

Admin – BLOYD Inc, a company, registered at 196 Willoughby St, Brooklyn, NY 11201, owns and operates a service that enables Users to research, find, and book travel experiences, sport and health

sessions worldwide. By interacting through BLOYD, Users enter a contractual relationship directly with each other. The Admin is not a party or other participant in any contractual relationship between Users and is not a travel agent or insurer. **The Admin does not act as an agent of the Users except as provided in the Payment Services Terms**

BLOYD is an online service hosted on the Website or a mobile application on the Google Play and AppStore platforms, which allows registered Customers to purchase, and Vendors offering their services to publish ads and sell Services, as well as make settlements between Customers and Vendors. BLOYD includes a set of programs owned by the Admin, through which the Admin provides Vendors with the following services: (1) to promote the Services, (2) to organize and ensure the technical possibility of concluding transactions between Users, (3) to facilitate execution by arranging settlements between Users, (4) to assist in resolving disputes between Users.

Customer – a fully capable individual or legal entity placing an order for the Service using the BLOYD or indicated as the recipient of the Service and/or certificate for the Service.

Vendor – a fully capable individual or legal entity who provides the Services through BLOYD.

Order — the Customer’s request to purchase the Service from the Vendor, paid via BLOYD.

Service / Services - services of the “author’s trips” or “sports and health” categories, provided by the Vendor to the Customer through the BLOYD.

Third Parties Services - refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.

User – a fully capable individual or legal entity registered on BLOYD as a Customer or Vendor.

Website – BLOYD website, which can be accessed via this URL: <https://bloyd.co/>

You – a person or entity that is registered with BLOYD to use the Services.

RESTRICTIONS

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Website/app or make the BLOYD available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Website/app.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the BLOYD or its affiliates, partners, suppliers or the licensors of the Website/app.

GENERAL PROVISIONS

The Customer agrees to the terms of sale of the selected Services by pressing the "Buy" button at the last stage of placing an Order on the Site. The performance of these actions confirms the conclusion of

an agreement between the Customer and the Vendor. The contract is concluded by placing an order for the Service on the terms of prepayment (advance on account of a future transaction).

The rules of promotions, contests, and other promotional events may establish a different procedure for placing an order for the Service. The fact of participation in such an event means the Customer's consent to this procedure.

BLOYD does not control Vendors or their activities. BLOYD is not responsible for the quality of the Service rendered by the Vendors but guarantees the Customer either: (1) a receipt of the Service that was paid for, (2) or a refund for the Service that the Customer paid for, but the Vendors did not provide.

Advertisements and other content may be displayed on the Website, applications, emails, and other online and offline platforms. Advertisements and other content may be translated fully or in partial to assist Users who speak different languages. The Admin uses Google Translator API for the accuracy or quality of such translations.

BLOYD may contain links to Third Party Services websites and resources. Your use of Third Party Services may be subject to different terms and conditions of use. The Admin is not responsible for the availability or accuracy of the Third Party Services or the content, products, or services of the Third Party Services. The presence of links to Third Party Services does not imply any guarantees regarding Third Party Services on the part of the Admin.

Due to the fact that the Admin is not a person providing the technical possibility of continuous access to the Internet for Users, the Admin cannot guarantee the constant and uninterrupted availability of BLOYD. The Admin has the right to restrict the availability of sections or functions in BLOYD to Users if necessary to maintain adequate throughput, security, or integrity of its servers, as well as to carry out technical measures that ensure the proper or improved functioning of BLOYD. The Admin, at his discretion, may make changes, improvements, extensions, and modifications to BLOYD, as well as introduce new services without the prior consent of the Users.

REGISTRATION

To acquire the status of Customer or Vendor and perform any actions on the BLOYD platform, the User must register on the Website or in the mobile application by creating a unique account (hereinafter the "Account"). The User is not entitled to transfer the Account's rights and provide access to it to third parties.

For registration:

- the Customer indicates the phone number via the SMS code,
- the Vendor indicates email and verifies the code delivered via email, and also the phone number via the SMS code to manage the Account and further access the User's Account.

Users must go through the verification procedure: enter their phone number and click the "send code" button; enter in the field a unique code sent to the owner via SMS messages in mobile applications/others. An individual code is a simple electronic signature with which the User confirms the specified phone number and his agreement with these Terms. The unique code is valid for 15 minutes from its sending. A second attempt to request the code is possible after 60 seconds. At most,

five verification codes can be sent to one phone number within one User's session (then a blocking occurs for 60 minutes). At most, five unsuccessful attempts to enter the verification code can be made to one phone number within one user session (then a blocking occurs for 60 minutes). There can only be one valid code to verify one phone number at a time. If the code matches, then the verification was successfully completed. If the User already has an Account on the BLOYD website, this Account is automatically logged in, and if not, the User can contact the support service or create a new Account.

If the User's phone number has changed, it can be changed in the Account by clicking on the "Change phone number" button and following the instructions.

The User undertakes not to disclose the login, phone number, and unique codes to third parties. If the Customer has suspicions about the security of his data and their unauthorized use by third parties, the Customer is obliged to immediately notify BLOYD about this at the following address: help@bloyd.co

The User is obliged to provide reliable information about himself when registering an Account. If the Admin has reason to believe that the information provided by the User is unreliable, he has the right to refuse registration or block or delete the User's Account.

The Admin has the right to set requirements for the User's password (length, allowed characters, etc.). The User is solely responsible for the reliability and security of the login and password specified by him, undertakes not to transfer them to third parties, and undertakes to immediately notify the Admin of the compromise (risk of compromise) of the login and password.

All actions performed using the User's Account are considered to be performed directly by the User. The User is fully responsible for these actions.

By posting information on BLOYD, the Vendor agrees that such information may be available to other Users of the BLOYD platform in connection with the conclusion, execution, and termination of transactions, as well as in the course of negotiations between Users before the conclusion of transactions.

PRIVACY

Your privacy is important to us. To see how we collect, manage, process, secure, and store your private information, please refer to our Privacy Policy found [here](#). which is an integral part of these terms and conditions and incorporated herein by reference. We recommend that you read the Privacy Policy before using the BLOYD. By accessing and/or using our Website you represent that you have read the Privacy Policy, understand it, accept it and agree to abide by its terms.

OFFERING AND PURCHASE OF PRODUCTS AND SERVICES

To place an ads and sell the Services on the BLOYD, Vendor:

- register an Account as an Vendor on the BLOYD platform;
- fill in payment details to receive payment;
- log in to the Account, create an advertisement for their Service, indicating all the important conditions, including, but not limited to: terms, number of places for participation, country

(route), place, age requirements of the Customer, programs; if necessary, attaches files to the advertisement (photos, videos and more); respond to customer messages.

To purchase Service, the Customer :

- registers an Account as a Customer on the BLOYD;
- selects available ads of Vendor on the BLOYD platform and reserves a place by clicking on the "Buy" button; if necessary, after booking the Service, the Customer can contact the Vendor to clarify the details via indicated contacts / WhatsApp / Telegram chat or with the Admin via the feedback form (leaving a phone number for communication); by clicking on the "Buy" button, the Customer accepts (accepts) the Vendor's offer and gets to the payment page, by clicking on the "Buy" button, the Customer agrees to the Admin's Terms and is directed to the page for making a payment.

Once the Vendor confirms a purchase, it receives the transaction's status and goes into "Paid" status. Actions related to the conclusion, modification, termination, or execution of a transaction, which a person commits to authorized under the corresponding User account to access the protected pages of the BLOYD website, are considered to be executed directly by the User. The Vendor has the right to refuse the Customer's confirmation of the booking request within 24 hours of its sending.

The Vendor has the right to place their terms of cancellation of the Service on the BLOYD platform, containing the procedure for canceling the Service paid by the Customer.

When setting out the rules for settlements between the parties to these Terms, the following concepts shall apply:

"Withdrawal request" is a procedure for paying money to the Vendor, carried out by the Admin from the funds received from the Customers in payment for the Service.

"Payment method" is a means of payment that the Vendor indicated in his Account: wire transfer, Stripe, Payoneer.

"Payment" is a payment from the Customer to the Vendor for the Service.

"Deal" is a civil law transaction concluded between Users (Customer and Vendor) using the BLOYD.

"Operator" — a money transfer operator, a payment agent acting based on an agreement concluded with the Admin to ensure the execution of settlements with Users on completed transactions.

"Payments" — a section that reflects the history of transactions for the BLOYD Customer.

"Wallet" — section reflecting the transaction history for the BLOYD Vendor.

The Admin is an agent of the Vendor only in terms of settlements between Users. The Admin has the right to charge fees from Users (hereinafter referred to as the "Service Fee") for the provision of services under these Terms, which consist in ensuring the operation of the Platform, granting the right to use the BLOYD platform, as well as for providing information and technological interaction between Users and the Operator.

All applicable service fees are inclusive of taxes and are communicated to the User in the personal account prior to the publication of the announcement or booking of the Service. The Admin reserves the right to change the service fee at any time by notifying the Users in advance before the changes take effect. Fee changes apply to actions (publishing, bookings) completed before the change takes effect. Users are responsible for transferring the service Fee. The Operator charges the service fee. Additional commissions/fees from the Customer for paying for services are taken into account by the Vendor when specifying the cost of the Service. Commissions of banks, paying agents, and sub agents are paid by payers independently and at their own expense on the terms of agreements with them.

Conditions for the transfer of funds to pay for services Vendors set in the relevant public offer of the Operator. Under no circumstances shall the Admin compensate Users for such commissions.

The Admin renders services at the time of confirmation of the Customer's booking by the Vendor. The Admin deducts the service fee from the Vendor when the Customer pays for the Vendor's Services.

After confirming the booking, the Customer pays the Service through BLOYD. Settlements between the Customer and the Vendor are carried out through BLOYD. The Vendor is recognized as the beneficiary of the funds contributed by the Customer to pay for the Service.

Each Vendor who has published a Service ads, by this action, in accordance with these Terms, appoints the Operator as its collection agent solely for the purpose of collecting funds from Customer purchasing its services.

The Vendor agrees that the Payment made by the Customer through the Operator is equal to the Payment made directly to the Vendor and undertakes to provide the paid services to the Customer in the agreed manner. The Vendor is advised that the Operator may return funds to the Customer in accordance with the Operator's Conditions or legal requirements. The Vendor understands that the Operator's obligation to transfer the Payment is conditional on the successful receipt of the relevant funds from the Customer. The Operator guarantees the transfer of the Payment only in the amount in which it was successfully received by the Operator by the Customer, taking into account the withholding of the commission Admin.

Each Customer agrees that the Admin and Operator is not a party to the transaction between the Users but acts as a limited collection agent on behalf of the Vendor. After the transfer of funds to the Operator, the Customer's obligation to pay for the services of the Vendor for the agreed amount is considered fulfilled.

Having an Account on the BLOYD platform is a prerequisite for making payments using the BLOYD. The time it takes for Vendor's payouts to be credited may depend on the chosen Payment Method and the Payout Method processing schedule set by the payment system. The Operator has the right to defer or cancel any Payouts to prevent illegal activity or fraud and ensure security for the duration of the risk assessment or investigation.

The Admin has the right to temporarily and, subject to the legitimate interests of the Users, limit interaction with the Operator to perform technical work that ensures the proper or improved functioning of the BLOYD services. The Operator has the right to condition access to functions and services that allow making payments and their use by certain conditions, for example, requiring verification or compliance with specific criteria.

The Admin and/or the Operator has the right to request any information to identify or verify the identity of the User, as well as to prevent fraud. In this regard, the User agrees with the Admin and the Operator to search for information about him in third-party databases and other sources and send requests to providers of any services. The goal is to comply with the norms of the current legislation on combating the legalization (laundering) of proceeds from crime. These measures may include a request to provide an identity document, indicate the date of birth, address, email address, and other information. The Operator reserves the right to terminate, suspend or restrict access to the possibility of making payments if it is impossible to obtain or verify the User's data.

When adding a Payment Method to your Account, the Vendor informs the Operator of the legal form, country, and other information, including the name, address and information about the means of payment. It is the Vendor's responsibility to provide accurate, current, and complete information when adding the Payment Method, and the Vendor is responsible for maintaining the validity of the Payment Method and Payout Method. For some Payment Methods, the following information may be required to implement the Payout Method: a place of residence, account holder name, account type, bank code, account number, email address, payout currency, and payment processor account information. The Vendor is solely responsible for the accuracy and completeness of the information about the Payment Method. The Admin is not liable for any losses incurred as a result of the Vendor providing incorrect information about the Payment Method or choosing the Payment Method for pay out.

The use of Payment Methods may require the use of third-party payment processors. Such payment processors may charge the User additional fees for processing payments and Payouts as part of the provision of payment services, including deducting fees from the amount of the Payout. The Admin is not responsible for such fees and disclaims any liability in this regard. Use of Payment Methods and Payout Methods may be subject to additional policies of third-party payment processors. Before using the Payment Methods, the User is advised to read these rules. Relations between the recipients of funds, between the payer and the recipient, and between the payer and the credit institution are governed by agreements concluded between these persons, and are not regulated by these Terms.

The Admin has the right to place on the BLOYD links to Third Party Services and resources to enable Users to make mutual settlements. Third Party Services are governed by their terms and conditions, including privacy terms, and Users should review them separately. The Admin is not responsible for the availability or accuracy of the Third Party Services or the content, products, or services of the Third-Party Services. The presence of links to Third-Party Services does not imply any guarantees regarding Third Party Services on the part of the Admin.

All payments are made in the currency of USD.

The conditions and procedure for terminating transactions concluded by Vendors with Customer are contained in the terms of the provision of the Service in the announcement and/or in a separate agreement posted by the Vendor on the BLOYD platform. By creating a booking, the Customer agrees to these terms and conditions.

In case of cancellation by the Customer of the booking (refusal to execute the contract with the Vendor before its start, but after making the Prepayment and/or Postpayment), the prepayment amount is returned to the Customer under the cancellation rules indicated on the Service announcement page.

To ensure the observance of the rights and interests of the Customer, by placing an ads about the Service, as well as specifying its conditions for canceling the Service, the Vendor confirms (unless stated otherwise) the following conditions:

- Cancellation of the Service by the Customer more than 60 (sixty) days before the start of the Service category "author's trips" in accordance with the ads - the total cost of the Payment is returned.
- Cancellation of the Service by the Customer more than 30 (thirty) days before the start of the Category Service" sports and health" in accordance with the ads - the total cost of the Prepayment is returned.

- Cancellation of the Service by the Customer within a period of 60 (sixty) or less before the start of the Service category "author's trips" in accordance with the terms of the Vendor.
- Cancellation of the Service by the Customer within a period of 30 (thirty) or less before the start of the Category Service "sports and health" in accordance with the terms of the Vendor.

Unless otherwise specified, in all cases, upon the termination of the transaction (cancellation of the Service) at the initiative of the Customer, the amount to be returned is reduced by the amount of expenses incurred by the Vendor in connection with the execution of the contract, which includes the service fee.

In case of cancellation by the Vendor of the Service (refusal to execute the contract with the Customer in respect of the Service before its commencement, but after the Customer has made the Payment), the amount received is returned by the Vendor to the Customer in full. The service fee is non-refundable or refundable to the Vendor by the Admin.

The refund is made within 10 (ten) business days, except for natural or man-made incidents, other force majeure circumstances, the introduction of an emergency regime on the territory of the Vendor's location or high preparedness regimes for emergencies or other restrictions by regulatory legal acts of state authorities, in which case the return period can be up to 60 (sixty) business days.

After the Operator transfers funds to the Customer on behalf of the Vendor, the Vendor's obligation to return the agreed amount to the Customer is considered fulfilled, and the transaction is considered closed.

By the agreement between the Vendor and the Customer, instead of demanding a refund for the canceled Service (regardless of the reason), the Customer has the right to issue a certificate and the amount paid in the form proposed by the Admin ("Certificate"), which will be sent to the Customer in the form of an electronic document. This Certificate can be used by the Customer when paying for any Service advertised on the BLOYD platform in the amount specified in it. Certificate validity period: 1 (one) calendar year. If at the time of receipt of the application for cancellation of the reservation and provided that the Customer issued a Certificate instead of a refund, and the Vendor incurred actual expenses incurred that will not be refunded, including the Service Fee, the amount is refunded and shall be indicated in the Certificate in full minus the amount of such expenses. Interest on the amount specified in the Certificate is not accrued.

Confirmation of the provision of the Service is carried out as follows:

- for the "sports and health" category - the Customer either provides the Vendor with a QR code from the BLOYD mobile application or mobile browser for scanning by the Vendor's camera from the personal account on the BLOYD mobile browser during the provision of the service, or the Customer clicks "I received the Service" button in the BLOYD application, and the Vendor clicks the "I provided the Service" button after the completion of the Service.
- for the "Travel" category, the Vendor clicks the "I provided the Service" button and the Customer clicks the "I received the Service" button through BLOYD mobile application or mobile browser.

If neither the Seller nor the Buyer confirm the provision of the Service in BLOYD, automatic confirmation occurs 24 (twenty-four) hours after the time specified in the Service order.

USER GENERATED CONTENT

We may allow you to upload, post, transmit or otherwise submit content to the Service through various means such as chats, messages, forums, blogs reviews etc. ("User Generated Content"). You are responsible to use these tools in a responsible and ethical manner.

By submitting, uploading, transmitting or otherwise making available any User Generated Content, you represent and warrant that you own such User Generated Content or have all necessary licenses, rights, consents, and permissions in order to submit it to the Service.

You agree that any User Generated Content that you post, transmit or otherwise make available through the Service: (a) shall not be fraudulent or intentionally misleading or inaccurate; (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) shall not violate any law, statute, ordinance or regulation; (d) shall not be intentionally malicious or derogatory; (e) shall not be harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or contain pornography or racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense; or (f) shall not contain any viruses, Trojan horses, worms, time bombs, cancel-bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (g) shall not be used for marketing purposes or contain any type of unauthorized or unsolicited advertising.

We do not monitor User Generated Content on a regular basis (although we reserve the right to do so, at our sole discretion) and we do not assume any liability for any User Generated Content posted by you or by third parties. We reserve the right, exercisable at our sole discretion, to remove any User Generated Content without notice or explanation.

You hereby grant us with a perpetual, non-exclusive, fully-transferable, worldwide, royalty free right and license to exercise any and all intellectual property rights in and to any User generated Content in any means, format, media and technology, now in existence or hereinafter devised.

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of BLOYD without any compensation or credit to you whatsoever. BLOYD and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

NO WARRANTY

The functionality of the BLOYD platform is provided by the Admin for use on an "as is" basis. The Admin does not own, sell, resell, organize, provide, operate and/or control any advertisements about the Services. The Admin moderates and, at his discretion, blocks announcements about Services that do not comply with the terms of these Terms or the requirements of the current legislation.

The Customer has the right to use the BLOYD platform free of charge: search, receive information about Vendors, Services, and communicate with Vendors and the Admin.

The Vendor has the right to place ads about the Services on the BLOYD platform free of charge. When creating an ad, the Vendor must provide complete and accurate information about their

Services. The Admin reserves the right to determine, at its sole discretion, whether the offered Services will be published on the BLOYD. When creating an ad, the Vendor is obliged to inform Customer about all risks associated with the Services, all requirements for Customer, such as minimum age, related skills, level of training, or other requirements, as well as to provide additional necessary and sufficient. Vendors are solely responsible for the Services they provide and the announcements they publish.

The User is responsible for understanding and complying with all laws, regulations, and requirements that may apply to the Services. The User, by his efforts and means, provides for himself the opportunity to study these Terms, laws, rules, and regulations that may apply to announcements about the Services without relying on any statements of the Admin on legal and other issues regarding any announcement.

The Service and all content and information made available therein is provided on an "as is", "as available" basis, without any representations or warranties, express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights.

To the fullest extent permitted by law, we exclude all representations and warranties relating to the Service and its contents, including in relation to any inaccuracies or omissions in the Service and/or its contents. No content, information or materials provided on the Service should be considered as complete or accurate, nor should it be relied upon for any purpose or means.

We do not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure or error-free, or that any defects in the operation or functionality of the Service will be repaired or corrected. For the purpose of this clause hereof, the term "we" and "us" also include any of our affiliates, directors, employees, agents, subsidiaries, successors, assigns and licensors.

INTELLECTUAL PROPERTY RIGHTS

The Website/app and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned exclusively by BLOYD, its licensors or other providers of such material and are protected by laws, and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of BLOYD, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

If the information (content) posted by the User is protected by copyright, the rights to such information are reserved by the User who posted such information. At the same time, the User grants other Users of the BLOYD platform a gratuitous non-exclusive right to use such content by viewing, reproducing (including copying), processing (including printing copies), and other rights solely for personal non-commercial use, except when such the use causes or may cause harm to the legally protected interests of the right holder.

The Vendor grants the Admin a non-exclusive right to use, free of charge, the content placed on the BLOYD platform and legally owned by it to ensure the functioning of the BLOYD platform by the

Admin to the extent determined by its functionality and architecture, as well as to display the content in the promotional materials (advertising materials) of the Admin, including within the framework of the BLOYD platform interface images, having by bringing such promotional materials (advertising materials) to the public, including for advertising, promoting the BLOYD platform on various information resources. The specified non-exclusive right is granted for the entire duration of the exclusive right, including the right to reproduce content, as well as process content, including it in a complex object or composite work, subsequent display, communication to the public, cable communication, etc. and extends its action to the territory of countries around the world.

The Admin has the right to transfer the rights specified in this article to third parties for the purposes specified in this article without the consent of the person who owns the exclusive rights. The expiration of the term for posting content on BLOYD and/or the term of the non-exclusive right does not entail the need to withdraw from circulation the promotional materials (advertising materials) of the Admin with the display of content (including their removal from the Internet).

None of the provisions of the Terms grant the User the right to use the logo, trade name, trademarks, domain names, other details, and distinguishing marks of the Admin.

GOVERNING LAW AND JURISDICTION

These Terms will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to conflict-of-law provisions.

If you and BLOYD cannot resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party, its rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party. The arbitration will be administered by the arbitrator in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org. In order to initiate arbitration, a completed written demand (available at www.adr.org) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

MISCELLANEOUS

These Terms of Use by Users of the BLOYD platform do not imply the creation of any joint venture or partnership between the User and the Admin, as well as the establishment of an employment relationship.

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be deemed deleted and will not affect the validity and enforceability of the remaining provisions of the Terms.

Failure to enforce any right or provision of these Terms by the Admin shall not imply a waiver of future enforcement of that right or provision. Except as expressly set forth in these Terms, any party's exercise of any of the remedies available to it under these Terms will not limit the exercise of any other remedies available to it under these Terms or permitted by the laws of the United States of America.

The User's refusal to use BLOYD and/or the removal of content does not terminate the Admin's non-exclusive rights to the User's content that was used by the Admin before the decision was made to unilaterally refuse the User from fulfilling the Terms.