

Cap Hill Crypto Terms of Use

Effective September 25, 2022.

Thank you for your interest in using Cap Hill Crypto! You must read, accept, and agree to be bound by the Terms set forth in this Agreement in order to use our website and/or any of our services.

Important definitions

The “**Agreement**” refers, collectively, to all the terms, conditions, and notices contained or referenced in this document (the “**Terms of Use**” or the “**Terms**”) and is a legally binding agreement between you and Cap Hill Crypto (“**Cap Hill Crypto**”).

“**We**”, “**us**”, and “**our**,” and “**CHC**” refer to Cap Hill Crypto.

The “**Cap Hill Crypto Website**” refers to any of Cap Hill Crypto’s URLs (e.g., <https://www.caphillcrypto.com>) and all Content, applications, and services displayed on, or made available through, our URLs.

“**User**”, “**you**”, and “**your**” refer to the individual person, company, or entity that visits, accesses, or uses any part of the Cap Hill Crypto Website.

“**Content**” refers to any information displayed on, or made available through, the Cap Hill Crypto Website. Content may include, without limitation, text, data, memos, resources (e.g., the Legislative Tracker, Newsletter), user feedback, articles, images, photographs, graphics, software, applications, algorithms, methodologies, designs, features, and any other information.

“**Your Content**” is Content, written or otherwise, submitted, posted, uploaded, linked to, or otherwise made available to Cap Hill Crypto by you. Your Content, as well as any other user's Content, are collectively referred to as “**User-Generated Content**.”

The words “include”, “including”, and any variations of those words, when used in this document shall be understood to be followed by the words “without limitation.”

Accepting the Terms

This Agreement governs your use of the Cap Hill Crypto Website. By using, visiting, browsing, subscribing to, and/or creating an account on the Cap Hill Crypto Website, you confirm that you are 18 years of age or more, that you have read and understand this Agreement in full, that you are legally authorized to enter a binding contract with us, and that you accept and agree to be bound by the Terms set forth in this Agreement and in the Cap Hill Crypto Privacy Terms.

Prior and additional agreements

This Agreement supersedes any prior Terms of Use agreement between you and Cap Hill Crypto. You may have, or may enter into, additional agreements with Cap Hill Crypto that govern more specific aspects of your use of the Cap Hill Crypto Website. If there are any conflicts between any additional terms and these Terms, the additional terms shall prevail.

Changes to the Agreement

Cap Hill Crypto reserves the right to amend this Agreement at any time without prior notice. We will update these Terms on the Cap Hill Crypto Website in the event of any changes. Your continued use of the Cap Hill Crypto Website after any modifications to the Agreement will be deemed your acceptance of such changes. In the event of material changes, we may also notify you via email, through a notice posted on the Cap Hill Crypto Website, or by other means, and you may be asked to re-acknowledge and re-accept the Agreement. If you do not wish to continue your use of the Cap Hill Crypto Website under the amended Agreement, you can terminate your account with Cap Hill Crypto at any time by visiting your account settings page and clicking "Delete My Account".

Informational purposes only

The Cap Hill Crypto Website, including, without limitation, any and all Content displayed on or made available through the Cap Hill Crypto Website, is provided for informational purposes only, and we make no guarantees that it is accurate, true, reliable, without omission, or correct. Cap Hill Crypto does not provide legal, financial, accounting, tax, or investment advice, or any other professional services. You should not act or refrain from acting on the basis of any Content or information displayed on or made available through the Cap Hill Crypto Website.

Permission to make use of the Cap Hill Crypto Website

The Cap Hill Crypto Website and the Content are the property of Cap Hill Crypto or Cap Hill Crypto's licensors or Cap Hill Crypto's users. We grant you limited, non-exclusive, revocable permission to make use of the Cap Hill Crypto Website in a manner that complies with all Terms in this Agreement, and any applicable laws and regulations. You do not have a right to use the Cap Hill Crypto Website in any manner not expressly permitted by this Agreement.

For the avoidance of doubt, the Cap Hill Crypto Website (including, without limitation, the Content) is not sold or transferred to you. You have no right, title, or interest in the Cap Hill Crypto Website other than the rights expressly granted to you in this Agreement. You do not have a right to transfer or sublicense your rights under this Agreement.

User-Generated Content

Cap Hill Crypto users may contribute User-Generated Content to the Cap Hill Crypto Website (which includes, for example, sharing an article or Twitter thread to be shared in the Cap Hill Crypto newsletter). Cap Hill Crypto does not make any representations about the truth or accuracy of any information contained in any User-Generated Content. Nor does Cap Hill Crypto endorse any opinion contained in any User-Generated Content. Cap Hill Crypto has the right, though not the obligation, to screen, edit, block, or remove any Content, including User-Generated Content, without notifying you.

You retain ownership of and sole responsibility for your Content, including any harm that may result from it. By submitting your Content to us, you represent that you own and have the right to post such Content, and that such Content, or its use by Cap Hill Crypto as contemplated in the Agreement, does not violate the Agreement, applicable law, or any rights (including, without limitation, intellectual property rights) of others. Cap Hill Crypto is not responsible for your Content, or any User-Generated Content, including, without limitation, any harm that may arise from its public display or misuse.

You grant Cap Hill Crypto and our legal successors, a non-exclusive, sub-licensable, transferable, worldwide, royalty-free, perpetual, irrevocable, free of charge right to deal in your Content without restriction, including, without limitation, the right to access, use, display, make available to the public, store, process, copy, reproduce, parse, modify, merge, publish, distribute, export, sublicense, sell, prepare derivative works of, and/or commercially exploit your Content, even if such Content has been contributed and subsequently removed by you, and to permit persons to whom we furnish your Content to do the same.

Restrictions of use

You understand and agree that you may not:

1. access or use the Cap Hill Crypto Website for any unlawful purpose;
2. share your password with any other person or use any other person's account;
3. manipulate, tamper with, or attempt to disrupt in any way the Cap Hill Crypto Website or any part thereof;
4. attempt to reverse-engineer the Cap Hill Crypto Website or any of its components;
5. subvert, or attempt to subvert, any technology used in the Cap Hill Crypto Website to secure or limit user access to Content, features, or information;
6. sell account referral codes;
7. block advertisements in the Cap Hill Crypto Website;
8. use the Cap Hill Crypto Website in any way that violates any other Term in this Agreement.

Additional restrictions:

1. No web scraping

Web scraping refers to using a script or other software to automate the collection of information or data from a website. You may not scrape any information from the Cap Hill Crypto Website. You may not use any type of automated script, program, software, tool or method to access or copy the Cap Hill Crypto Website (including, without limitation, the Content) or any part thereof without Cap Hill Crypto's express written consent.

2. No excessive bandwidth use

We reserve the right to terminate your account or throttle your access to the Cap Hill Crypto Website for excessive bandwidth use.

Cap Hill Crypto may terminate your account

You agree that Cap Hill Crypto may terminate your subscription at any time.

Termination and survival

The Agreement shall remain in full force and effect until terminated by either you or Cap Hill Crypto. Cap Hill Crypto's rights under the Agreement that by their nature are intended to survive termination of the Agreement, shall survive termination of the Agreement. Such provisions include, without limitation: indemnification, warranty disclaimers, limitations of liability, governing law, and the perpetual and irrevocable rights you grant us to your Content.

Availability and modifications

Cap Hill Crypto expects temporary interruptions in the availability of the Cap Hill Crypto Website due to maintenance, technical difficulties, and/or other unforeseen circumstances. Cap Hill Crypto reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Cap Hill Crypto Website or any feature, component, or part thereof with or without notice. You understand, agree, and accept that:

- A. Cap Hill Crypto has no obligation to maintain, update, and/or support the Cap Hill Crypto Website and the Content;
- B. Cap Hill Crypto may remove any Content at any time without notice; and
- C. Cap Hill Crypto users may remove their own User-Generated Content at any time without notice.

Privacy

You agree that Cap Hill Crypto has a right to collect and process your personal information in accordance with the Terms and the Cap Hill Crypto Privacy Policy.

Communications with Cap Hill Crypto

You consent to receive all communications from us electronically via the email address associated with your account or via the Cap Hill Crypto Website. You agree that all communications, including agreements, notices, and disclosures that we provide to you in electronic form meet the same legal requirements that those communications would meet if they were on paper.

Promotional communications

You agree to allow Cap Hill Crypto and its business partners to send you emails about promotions, offers, or advertisements for additional or third party products or services. You may opt out from Cap Hill Crypto's promotional communications at any time by following the "unsubscribe" directions provided in the emails.

Links to other websites

Links to other websites that are not owned, managed, or affiliated with Cap Hill Crypto in any way may be displayed on the Cap Hill Crypto Website or within User-Generated Content. You understand that Cap Hill Crypto is not responsible for, and makes no representation of, the truth or accuracy of the content on, or security of, these websites.

DISCLAIMER OF WARRANTIES

THE USE OF THE CAP HILL CRYPTO WEBSITE AND NEWSLETTER IS AT YOUR OWN RISK. THE CAP HILL CRYPTO WEBSITE AND NEWSLETTER IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. CAP HILL CRYPTO EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE CAP HILL CRYPTO WEBSITE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, SECURITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, TITLE, OR NON-INFRINGEMENT. FURTHER, NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM CAP HILL CRYPTO OR ITS USERS SHALL CREATE ANY WARRANTY ON BEHALF OF CAP HILL CRYPTO.

CAP HILL CRYPTO DOES NOT WARRANT THAT YOUR USE OF THE CAP HILL CRYPTO WEBSITE WILL BE SECURE, WITHOUT INTERRUPTION, TIMELY, OR ERROR-FREE; THAT THE

CONTENT PROVIDED THROUGH THE CAP HILL CRYPTO WEBSITE IS ACCURATE, TRUE, RELIABLE, WITHOUT OMISSION, OR CORRECT; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CAP HILL CRYPTO WEBSITE OR ITS CONTENT ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE CAP HILL CRYPTO WEBSITE AND/OR USE OF INFORMATION, CONTENT, FILES DOWNLOADED, OR OTHER MATERIAL OBTAINED FROM THE CAP HILL CRYPTO WEBSITE.

LIMITATION OF LIABILITY

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS WITH THE CAP HILL CRYPTO WEBSITE IS TO TERMINATE YOUR ACCOUNT AND STOP USING THE CAP HILL CRYPTO WEBSITE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL CAP HILL CRYPTO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS), HOWEVER ARISING, THAT RESULT FROM ANY MATTER RELATING TO THE CAP HILL CRYPTO WEBSITE. CAP HILL CRYPTO'S LIABILITY IS LIMITED WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Indemnification

You agree to indemnify, defend and hold Cap Hill Crypto and its officers, directors, employees, subsidiaries, agents and licensors harmless from and against all claims, suits, proceedings, damages, liabilities, and expenses of any kind (including but not limited to legal fees) due to or arising out of or related to any activity in which you engage on or through the Cap Hill Crypto Website, including but not limited to your violation of this Agreement or other agreements with us, or any Content you post or otherwise make available via the Cap Hill Crypto Website.

Intellectual property

The Cap Hill Crypto Website, including, without limitation, its Content, features, functionality, and "look and feel" are protected by applicable intellectual property rights. Cap Hill Crypto reserves all rights that are not expressly granted to you under this Agreement or by law. You do not have permission to remove or alter any copyright, trademark or other intellectual property notices contained on or provided through the Cap Hill Crypto Website. Reusing or copying our HTML, CSS, or JavaScript is not allowed without written permission from Cap Hill Crypto.

Copyright infringement and takedown

Cap Hill Crypto respects intellectual property rights. Please contact us at gsleonardo@caphillcrypto.com if you are a copyright holder and believe that content on our website violates your copyright. Pursuant to Section 512(c)(3) of the Digital Millennium Copyright Act (“DMCA”), the following information should be included in your takedown request:

- I. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- II. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- III. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- IV. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- V. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- VI. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that there are potential legal consequences outlined in Section 512(f) of the DMCA related to misrepresentations in infringement claims. You agree to take fair use into consideration before sending any takedown request. You understand and agree that we will share the contents of your request with the alleged infringing user.

We will notify you if we remove any Content associated with your account in response to an alleged copyright infringement. If you believe that such Content should not have been taken down, you may send Cap Hill Crypto counter-notice, addressed to caphillcrypto@gmail.com, with the following information (similarly outlined in Section 512(g)(3) of the DMCA):

- A. Your physical or electronic signature.
- B. Identification of the material that has been removed, and the location at which the material appeared before it was removed.

- C. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- D. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Cap Hill Crypto may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Upon receipt of a counter-notification, Cap Hill Crypto will provide the user who sent the original takedown request with a copy of the counter-notification, and inform that person that Cap Hill Crypto will replace the removed material or cease disabling access to it in 10 - 14 business days, unless we receive notice from them that they have filed an action seeking a court order to restrain the alleged infringing user from engaging in infringing activity relating to the material on the Cap Hill Crypto Website.

Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect. The application of the invalid or unenforceable provision shall be enforced to the extent permitted by law.

No waiver

Cap Hill Crypto rights to enforce any provision of this Agreement in full will not be considered waived by any failure to enforce such provision. No waiver is intended.

Assignment

Cap Hill Crypto may assign or delegate this Agreement, in whole or in part, at any time, without restrictions, without notice, and without your consent. You may not assign or delegate this Agreement, or any part of it, or any of your rights or obligations under it, to any third party.

Governing law

This Agreement and any access to or use of the Cap Hill Crypto (including, without limitation, the Content) shall be governed by the federal laws of the United States of America and the laws of the State of Rhode Island, without regard to conflict of law principles.

Contact us

If you have any questions about this Agreement, please contact us by emailing caphillcrypto@gmail.com.