



Block Reign, Inc. Terms and Conditions

Effective Date: 12-17-2025

This Terms of Service Agreement (“Agreement” or “Terms”) governs your relationship with Block Reign, Inc. (“Block Reign,” “we,” “our,” or “us”) and your use of and access to all services, websites, applications, software, products, integrations, blockchain features, digital rewards programs, and related technologies provided by Block Reign (collectively, the “Services”).

By accessing or using the Services in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms, our [Privacy Policy](#), and any additional terms, guidelines, or agreements that may apply to specific features or offerings. If you do not agree, you must immediately discontinue all use of the Services.

1. Eligibility

You may not use the Services unless all of the following apply to you, and by using the Services, you affirm that each statement below is true and accurate:

- **Age Requirement:** You are at least 18 years of age or the age of majority in your jurisdiction, whichever is greater, and have the legal capacity to form a binding contract with Block Reign.
- **Legality:** You are legally permitted to access and use the Services in your jurisdiction, and your use complies with all applicable laws, rules, and regulations.
- **Authority:** If you are using the Services on behalf of a company, organization, or other entity, you have the full legal authority to bind that entity to these Terms.
- **No Prior Bans:** You have not been previously suspended or removed from the Services by Block Reign for violation of these Terms, applicable laws, or any other reason.

By affirming these conditions, you assume full responsibility for compliance with these Terms and any applicable legal obligations arising from your use of the Services.



2. Account Registration & Security

Some portions of the Services may require you to create an account. By registering, you agree to:

- **Provide Accurate Information:** You must provide accurate, current, and complete information at all times and update such information promptly if it changes.
- **Protect Your Credentials:** You are solely responsible for maintaining the confidentiality of your account credentials, including usernames, passwords, private keys, and any other security-related information.
- **Responsibility for Activities:** All activities occurring under your account are your sole responsibility. You must immediately notify Block Reign of any unauthorized access, security breaches, or suspected misuse of your account.
- **Account Suspension or Termination:** Block Reign reserves the right, at its sole discretion, to suspend, disable, or terminate accounts for any violation of these Terms, for suspected illegal activity, or to protect the security and integrity of the Services.

Your account is personal to you. You may not transfer or share your account credentials with any other person or entity without prior written consent from Block Reign.

3. Acceptable Use Policy (AUP)

As a condition of accessing and using the Services, you agree not to engage in any activity that violates these Terms, applicable laws, or the rights of others. The following activities are strictly prohibited:

3.1 Unlawful & Prohibited Conduct

- **Illegal Content or Activity:** Uploading, transmitting, or distributing any content or material that is illegal, defamatory, obscene, harassing, threatening, infringing, or otherwise harmful to others.
- **Fraud and Misrepresentation:** Engaging in deceptive, fraudulent, or misleading practices, including impersonation of any person or entity, or falsely implying any association with Block Reign without written authorization.
- **Intellectual Property Violations:** Infringing upon copyrights, trademarks, trade secrets, or other proprietary rights of any person or entity.



3.2 Security & System Integrity

- Disruption of Services: Attempting to interfere with, disrupt, or disable the Services, servers, networks, or infrastructure of Block Reign or its partners.
- Unauthorized Access: Attempting to gain unauthorized access to accounts, systems, or data belonging to Block Reign, other users, or third parties.
- Malicious Code: Uploading or distributing viruses, malware, ransomware, spyware, or other harmful software designed to damage, disrupt, or compromise the integrity or security of the Services.

3.3 Blockchain & Digital Rewards Compliance

- Misuse of Digital Rewards: Misrepresenting or marketing digital rewards earned through the Services as securities, investments, or financial products.
- Legal Compliance: Failing to comply with tax reporting obligations, anti-money laundering (AML) regulations, know-your-customer (KYC) requirements, or other applicable laws related to digital assets.
- Wallet Security: Losing, mismanaging, or improperly sharing private keys, seed phrases, or blockchain wallet credentials is solely your responsibility. Block Reign is not liable for lost or compromised credentials.

Violations of this AUP may result in suspension or termination of your account, removal of content, and reporting of unlawful activities to law enforcement authorities where appropriate.

4. Intellectual Property Rights

All content, software, trademarks, logos, product names, documentation, and other materials associated with the Services are the exclusive property of Block Reign, its licensors, or third-party partners and are protected under applicable intellectual property laws.

You agree not to:

- Copy, reproduce, modify, distribute, or create derivative works based on any portion of the Services without prior written consent;
- Remove, obscure, or alter any copyright, trademark, or proprietary rights notices contained in the Services.

Block Reign grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Services strictly in accordance with these Terms.



5. User Content & Licensing

By submitting, posting, or transmitting any content to or through the Services, you grant Block Reign a worldwide, non-exclusive, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, distribute, display, and perform such content solely in connection with providing, improving, and promoting the Services.

You represent and warrant that:

- You own or have the necessary rights, licenses, and permissions to submit the content;
- The content does not infringe or violate the rights of any third party;
- Your submission complies with these Terms and all applicable laws.

6. Blockchain Features & Digital Rewards

The Services may include blockchain-based integrations and digital rewards programs designed to enhance user engagement and participation.

- **Utility Tokens:** Digital rewards distributed through the Services are utility-based tokens and do not represent securities, investments, or financial instruments.
- **User Responsibility:** You are solely responsible for securing your blockchain credentials, private keys, wallets, and seed phrases. Block Reign does not store, manage, or recover lost credentials.
- **No Performance Guarantees:** Block Reign does not warrant uninterrupted access, transaction speed, network stability, or future value of any blockchain-based feature or reward.
- **Compliance Obligations:** Users must comply with all applicable laws, including those related to taxation, AML, and digital asset regulations in their jurisdiction.

6.1. Centralization and Decentralization Acknowledgment

Block Reign, Inc. is a centralized company that provides technology integrations, platforms, and services to businesses, developers, and individuals. Certain features of the Services may interact with one or more decentralized, community-driven blockchain protocols that are entirely separate and independent from Block Reign.



You acknowledge and agree that:

- Block Reign does not own, operate, control, or manage any decentralized blockchain protocol with which its Services may interact;
- The operation, governance, and success of any decentralized blockchain protocol are independent and distinct from Block Reign's centralized services;
- Neither the performance nor success of Block Reign's centralized services depends on the performance or success of any decentralized blockchain protocol, and vice versa;
- Your interactions with decentralized blockchain protocols are at your sole risk, and Block Reign disclaims any liability for losses, disruptions, or issues arising from such protocols.

This clarification ensures that all blockchain integrations remain separate, distinct, and independent from Block Reign's centralized operations.

6.2. Sale of Software, Node Licenses & DAO Authorization

Certain products or services made available through Block Reign may include the sale or distribution of software licenses, including licenses commonly referred to as "nodes," which enable users to operate software that supports the infrastructure, validation, or functionality of a decentralized blockchain network. Block Reign is authorized to sell or distribute such node software pursuant to authorization granted by the Gnodei Decentralized Autonomous Organization (Gnodei DAO), a DAO registered in the State of Wyoming. The Gnodei DAO is a legally separate and independent entity from Block Reign. Node licenses are not financial instruments, securities, investment contracts, or profit-sharing arrangements. They are licenses to operate software that contributes to the technical infrastructure of a decentralized blockchain network. There is no guarantee of profit, return, appreciation, income, or economic benefit of any kind from operating a node or participating in a decentralized blockchain network. Any rewards or incentives generated by a blockchain protocol are determined solely by the decentralized network's code and governance and are not controlled, promised, or guaranteed by Block Reign.

7. Third-Party Services & Links

The Services may integrate with or provide links to third-party websites, applications, or platforms. Block Reign does not control, endorse, or assume responsibility for third-party services, their content, or their privacy and security practices.

Accessing third-party services is at your own risk, and you are solely responsible for



reviewing and complying with their terms and privacy policies.

8. Termination & Suspension

Block Reign reserves the right to restrict, suspend, or terminate your access to the Services, with or without cause, for any reason including, but not limited to:

- Violations of these Terms or applicable law;
- Activities that pose a security risk or potential legal liability;
- Inactivity exceeding nine (9) months;
- Actions deemed harmful to the integrity, security, or reputation of Block Reign or its users.

Upon termination, all licenses and rights granted to you under these Terms will immediately cease, and Block Reign may, at its discretion, delete or preserve your data in accordance with applicable law.

9. Privacy & Data Protection

Your use of the Services is governed by our [Privacy Policy](#), which complies with applicable privacy laws, including the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA/CPRA), Colorado Privacy Act (CPA), and other U.S. state and international privacy regulations.

By using the Services, you consent to the collection, processing, storage, and transfer of your information as described in the Privacy Policy.

10. Disclaimers

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLOCK REIGN DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BLOCK REIGN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE FROM HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLOCK REIGN AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND



SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF BLOCK REIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BLOCK REIGN'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES EXCEED THE GREATER OF \$200 OR THE AMOUNT PAID BY YOU TO BLOCK REIGN IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

12. Indemnification

You agree to defend, indemnify, and hold harmless Block Reign, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Services;
- Your violation of these Terms;
- Your violation of any applicable law or third-party rights.

13. Governing Law, Mediation & Arbitration

These Terms shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

13.1 Mediation Requirement

Before initiating arbitration or litigation, the parties agree to attempt in good faith to resolve any dispute through confidential mediation for at least sixty (60) days.

13.2 Binding Arbitration & Jury Trial Waiver

All disputes arising out of or relating to these Terms shall be resolved by binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be held in Delaware, USA, conducted in English, and the arbitrator's decision shall be final and binding on all parties. By agreeing to these Terms, you expressly waive your right to a jury trial in any legal proceeding arising from or related to the Services or these Terms. The arbitrator shall have the authority to award all remedies available under applicable law, except for punitive damages, unless such damages are expressly required by law.



14. Modifications to Terms

Block Reign may amend these Terms at any time by posting the updated version on its website or through the Services. Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

Material changes will be communicated to users where legally required.

15. Contact Information

Block Reign, Inc.
727 N 1550 E, Suite 405, Orem UT 84097
Email: support@blockreign.tech

16. Entire Agreement

These Terms, together with the [Privacy Policy](#) and any additional agreements incorporated herein, constitute the entire agreement between you and Block Reign regarding the Services and supersede all prior agreements or understandings, whether written or oral.