



October, 2022

## KII Terms and Conditions of Service

Please read these terms and conditions of use (the "conditions") carefully, as they constitute a binding legal agreement between you and KIIRE CAPITAL SA ("KII" or "we" and its derivatives). This Site and any other KII Site (collectively, the "Site") and the information contained therein are controlled by KII. These terms govern the use of the site and apply to all visitors to the site and to those who use our website <https://kii.global> (website), applications, or services, including blockchain currency management software that can be download from the website and any services that link to these terms and conditions (each a "service" and collectively, the "services", which term includes the software and the site, unless explicitly stated).

By completing the registration process, downloading the software, applications and/or browsing the site, you state that

- (1) any use of the KII software and/or services is subject to these Terms and Conditions;
- (2) you have carefully read, understand and agree to these Terms and Conditions of Service;
- (3) you are of legal age and have the capacity to enter into legally binding contracts.
- (4) you have the authority to enter into the Terms personally or on behalf of the legal entity in which you are using the Services.

If you do not agree to the Terms and Conditions of Service ("Terms") you may not use the KII services. Accordingly, KII reserves the right to modify these Conditions at any time and at our sole discretion. In case of changes, we will modify the date of the last update at the beginning of these Terms. Please check this page regularly for updates.

### 1. Parties

1.1. This agreement is made between you ("You" or "Your") and KIIRE CAPITAL SA ("KII"), Edificio DENFAB, Duplex No. 6, Obarrio, calle 61, Santa Cecilia, Bella Vista, Panama, Panama.

1.2. It is your own responsibility to carefully read the Terms and Conditions of Service before you start to use the KII software and/or services.



This agreement grants you a license to the KII software and/or services on a personal, non-exclusive, royalty-free, non-transferable, worldwide basis for the purpose of managing virtual currencies. You are not permitted to redistribute any of the KII Services, modify any code, or use any KII content, including images and text, as part of any other software or project of any kind.

## **2. Definitions and offered services**

KII is a cryptocurrency infrastructure. The Software, the Site, the Services, and the information and content available therein ("KII Content") are protected worldwide by copyright laws. Subject to the Terms, KII grants you a limited license to reproduce portions of the KII Content solely as necessary to use the Services for your personal purposes. Unless KII specifies otherwise in a separate license, your right to use any KII Content is subject to these Terms. KII is not a bank or financial institution and does not provide financial or investment advice or consulting services to users of the Services. We are solely the provider of the Services.

**2.1. KII software.** Use of the Software is governed by these Terms. KII delivers the Software via download. Subject to your compliance with the Terms, KII grants you a non-assignable, non-transferable, non-sub-licensable, revocable, non-exclusive license to use the Software on computers, phones, or tablets owned or controlled by you solely for your personal purposes. Because the Software is installed locally, you are responsible for the security of the device on which it is installed, including ensuring that you keep your anti-virus software up to date and protecting the device in any way on which the Software is installed from malware. KII is not responsible for any loss or damage - including loss of funds or blocking of accounts accessed through the Software - resulting from your failure to keep the device on which the Software is installed secure and free from any malware. KII cannot recover passwords or unlock account information stored in the Software under any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and make a backup copy of your copy of the Software and the information stored on it.

**2.2. Updates.** The Software and Services evolve and you may be required to accept or install updates to the Software or Services, or to update third-party software (i.e., browsers or operating system) in order to continue using the Software or Services or access the latest features, including security updates. We may update the Software and Services at any time, without notice.

**2.3. KII Wallet application.** KII Wallet is a Blockchain Platform consisting of a suite of desktop and mobile applications ("Software") and the <https://kii.global> website. All services provided by KII Wallet are identified in this document as 'Services'. KII has created means for users to access and transfer ownership of virtual currency tokens ("Cryptocurrency"). By entering into this agreement, You will receive a license to use the KII Wallet Application. You should only use the KII Wallet Application if you are familiar with cryptocurrencies. We strongly recommend that you learn the basics of the specific cryptocurrency you intend to use the KII Wallet Application for, before running the application.

**2.4. Transactions.** The only authentic record of Virtual Currency transactions is the corresponding Virtual Currency blockchain. The KII Wallet Application provides functionality that allows you to send Virtual Currency transfer instructions. KII does not guarantee that your transactions will be delivered, as your transaction from the KII Wallet Application will be added to and stored on any Virtual Currency blockchain. You must ensure that your transactions comply with the applicable rules of the Virtual Currency software. There may be transaction fees (eg mining fees) associated with your Virtual Currency transactions that are required by the virtual currency system with which You participate. KII will not be liable for any losses that you incur due to transaction fees or losses that occur due to incorrectly set transaction fees (i.e. too low or high). KII has no access to your (or anyone else's) transactions.

**2.4.1. Third Party Integrations.** The KII Wallet Application contains libraries developed by third parties. KII may provide you with third party libraries as part of the KII Wallet Application solution, but is not deemed to be the owner or licensor of the third party libraries. Third party services are used for Virtual Currency exchange operations in the wallet and Virtual Currency purchase operations in the wallet. KII Wallet reserves the exclusive right to add, modify or cancel the availability of any third party services.

**2.5. Exchange operations in the wallet.** By using the exchange within the wallet ("KII Exchange"), you agree to the terms of use of the respective third-party partner. Please consult and respect the licenses of the corresponding third parties. Although the KII Wallet Application facilitates the relationship with integrated third parties, KII shall not be responsible for any consequences arising from your use of the integrated third party software and/or services. If you need help with the integration of a third party, you will need to contact them and our helpdesk. The estimated amount presented to you in the Wallet before you make an exchange is not final. It may differ from final amount due to market fluctuations.



**2.6. Certain restrictions.** By accessing the Services, you agree that:

- (a) You may not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or KII Content, or any part thereof, including a service bureau or equivalent basis;
- (b) You may not frame or enclose any trademark, logo, or other KII Content, (including images, text, page layout, or form);
- (c) You may not use any tag or other "hidden text" that uses KII's name or trademarks;
- (d) You may not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Services or the Software (except to the extent that this restriction is expressly prohibited by the applicable legislation);
- (e) use any manual or automated software, device or other process (including data extraction tools) to "scrape" or download data from any web page on the Site (unless we grant public search engine operators revocable permission to do so solely for the purpose of creating publicly available searchable indexes (but not caches or archives) of such content;
- (f) You may not access the Site, Services or Software to build a similar or competing Site, Services or Software;
- (g) You may not copy, reproduce, distribute, republish, download, display, post or transmit any KII Content, except as expressly permitted herein; Y
- (h) You may not remove or destroy any copyright notices or other proprietary markings contained in the Services or KII Content. KII, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the software and/or services terminates the licenses granted by KII herein.

**2.7. Third Party API Providers.** The Services may incorporate, or may provide access to, applications or materials that are hosted by third parties.

- You understand and agree that all Cryptocurrency exchanges and information provided through the Software and/or Services are executed by Third Party Service Providers, and that KII does not directly exchange Virtual Currencies or provide price data.
- You also understand and agree that access to Third Party API Providers may be geo-blocked for residents of certain countries and certain states in the United States. There



can be no guarantee that the security measures that we or our third party service providers have implemented will be effective against current or future security threats. Although we take steps to protect the security of our platform and the availability, integrity, confidentiality, and security of our data, our security measures or those of our third-party providers could fail and result in unauthorized access or use of our platform or a unauthorized, accidental, or unlawful access to, or disclosure, modification, misuse, loss, or destruction of our data or that of our customers.

- Although we strive to provide users with accurate, real-time information on digital asset prices and other relevant market data, we do not guarantee the accuracy of information provided by third-party information providers. We strongly advise users to verify any information, including but not limited to pricing information, before relying on this information to make decisions of any kind. The information is provided by and belongs to the individual information providers, and we do not assume any ownership or responsibility for such information. Additionally, as a condition of using the Services, you agree that we will not be responsible for any decisions you or other users make based on this information.
- You understand and acknowledge that private keys may be compromised if customers choose to store their private keys on insecure systems, such as third-party email services, which may be susceptible to security breaches and security incidents, despite our efforts to discourage our customers from engaging in these practices. Although such incidents are beyond our control and are not related to any insecurity or vulnerability on behalf of the KII Platform, customers may nonetheless blame or be dissatisfied with the KII Platform as a result of these negative experiences.
- Neither KII nor any of our third-party API providers will ever ask you to share any credentials, private keys or other sensitive information with us or them. Do not share any credentials, private keys or other sensitive information with any third party without validating its legitimacy.
- Third Party API Providers are available to you, subject to the terms and conditions of each third-party provider. Third Party API Providers may have terms that differ from these Terms to the extent that you may be required to agree to those terms in order to access their Software, Site or Services.
- We do not control the terms, policies or performance of any third party, and we are not responsible for any performance, or lack of performance, of any Third Party Software, Site or Service, including pricing information, exchange rates, transaction processing and similar activities. We do not provide customer support for transactions conducted on the

Software, Site or Services of third-party API providers. When you leave KII's software and access third-party software, their terms of service govern the transaction.

**2.8. User Content.** You are responsible for all data and information you provide or upload to the Services ("User Content"), whether it is posted (i.e. in a user forum, if applicable) or transmitted privately (i.e. , to us in regards to a support request). You are solely responsible for the accuracy and completeness of any User Content you submit, and you state and warrant that you have all necessary rights to post such User Content. We may, in our sole discretion, remove any User Content that we determine violates these Terms. As you provide us or we may have access to any information that allows us to identify you or any other individual ("Personal Information") in connection with your use of the Services, we will retain, safeguard and use such information as set forth in our Privacy Policy.

**2.9. Necessary equipment and software.** You must provide all equipment and software necessary to connect to and use the Services. You are solely responsible for any fees, including Internet or mobile connection fees, that you incur when accessing or using the Services.

### **2.10. Specifically disallowed risks**

The use of the Virtual Currency's software necessarily carries many risks. KII specifically disclaims and shall have no liability to You for the following risks:

- operating system crashes (mobile or desktop); and,
- interactions between your hardware, software and the KII services; and,
- cloud backup software (for example, certain Android distributions) may upload your private information to third-party services; and,
- malware, viruses or other malicious software on Your device that is capable of taking over or interfering with the KII services; and,
- communication delays between your KII Wallet application and a virtual currency node or relay service (and vice versa); and
- the inability to reach a certain value/market price for a virtual currency token, either through a third-party service or any other type of transaction; and, the theft of virtual currency tokens.

## **3. Property**





3.1. In general. KII and its suppliers own all right, title and interest in and to KII's content contained in the Software, the Site and the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying KII Content.

3.2. Trademarks. Any related graphics, logos, service marks and trade names used on or in connection with the Services are trademarks of KII and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks, and trade names that may appear on the Site or the Services are the property of their respective owners.

3.3. User Content. You are the owner of your User Content. By posting, displaying, sharing, or distributing User Content on or through the Software, Site, or Services, you grant us, and any Third Party API Providers used in connection with the Services, a non-exclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to:

- (a) comply with legal process;
- (b) enforce these Terms,
- (c) respond to your customer service requests, or
- (d) protect the rights, property, or personal safety of KII, our employees, directors or officers, partners and agents, or members of the public.

### **3.4. Obligations**

3.4.1. You must:

- be of legal age in your local jurisdiction; and,
- be responsible for your own Virtual Currency; and,
- back up/write down Your Private Key and Backup Phrase and keep them private; and,
- carefully guard Your Private Keys and Backup Phrase in case of using the KII Wallet Application and,
- ensure that Your device(s) is(are) fully up to date and does not contain viruses, malware or any other type of malicious software.
- You may not: break any law by using the KII Wallet Application; or,



- circumvent or attempt to circumvent security measures KII Wallet uses to protect other accounts, computer systems or networks connected to the KII Wallet Application; or,
- deposit Virtual Currency in token and/or coin addresses that are not supported by the KII Wallet Application; or,
- use the software and/or any of the KII Services in a way that may interfere with other KII users or virtual currency nodes (for example, excessive API calls or network spam)

3.4.2. KII does not store your private keys, passphrases or passwords ("Private Information") on its servers. It is very important that you back up and store your private information. We encourage you to write down your backup phrase and save it offline in two different places. If you lose your Private Information, KII will not be able to recover it for you and you may lose access to your Virtual Currencies. KII Wallet does not have access to your wallet, your funds, your transactions or any other information. If you do not understand the above paragraph, we strongly recommend that you learn more about Virtual Currencies before using the KII Wallet Application. If you do not back up your KII Wallet data outside of the Services, you will not be able to access the Virtual Currency associated with your Wallet.

**3.5. Comments.** You may provide ideas, suggestions, documents and/or proposals about the Services to KII through any means ("Feedback"), and you grant KII a fully paid, royalty-free, perpetual, irrevocable, worldwide right and license, non-exclusive and sublicensable to use the Feedback for any legitimate purpose.

**4. Investigations.** Although KII does not typically monitor user activity on the Software, Site or Services, if KII becomes aware of any possible violation by you of any provision of the Terms, KII may investigate such violations and, in its sole discretion, may take any of the actions set out in these terms and conditions.

**5. Indemnity.** You agree to indemnify and hold KII harmless from any and all losses, costs, liabilities and expenses (including reasonable attorneys' fees) related to or arising out of:

- a) your use or inability to use the Software, the Site or the Services;
- (b) your violation of the Terms;
- (c) your violation of any rights of any third party, including other users of the Software, Site or Services; or



(d) your violation of any applicable law, rule or regulation. KII may, at its expense, assume the exclusive defense and control of any matter that is subject to indemnification by you, in which event you will fully cooperate with KII in asserting any available defenses. This provision does not obligate you to indemnify any KII party for fraud, gross negligence, or willful misconduct in connection with the Services.

## **6. Disclaimer of warranties.**

6.1. As is the software, the site, the services and any information displayed on it are provided "as is" and "as available", with all faults, and KII expressly disclaims all warranties, representations and conditions of any kind arising out of or related to these terms or your use of the site, services, software or any information displayed on it, including the implied warranties of merchantability and suitability for a particular purpose. You acknowledge that, to the extent permitted by applicable law, the entire risk of using the Site, Services and Software relies entirely on you.

6.2. Beta versions. From time to time, KII may offer new "beta" features or tools for its users to experiment with. Such features or tools are provided for experimental purposes only, without warranty of any kind, and may be modified or discontinued at KII's discretion.

Third Party Conduct. KII is not responsible, and you agree to not attempt to hold KII responsible for the conduct of any third party on or accessed through the software, site or services, including the use of third-party software or services of third-party APIs. The risk of harm from the use of such third-party software and services rests entirely on you.

## **7. Limitation of Liability.**

7.1. Limitation of Liability. In no event shall KII be liable for any loss of profits, revenue or data, indirect, incidental, special or consequential damages, or damages or costs due to loss of production or use, interruption of business or acquisition of substitute goods or services arising out of or related to the Software and/or Services, whether or not KII has been advised of the possibility of such damages and of the theory of liability asserted. The possibility of such damages, regardless of the theory of liability that is alleged.

7.2. Liability limit. In no event will KII be liable to you for any damages resulting from the use of our software, site or services that exceed one thousand dollars (\$1,000.00 USD).

## **8. Term and termination.**





8.1. Validity. The Terms begin on the date you accept them (as described in the preamble above) and remain in full force and effect while you access or use the Software, Site or Services, unless earlier terminated in accordance with this Section 8.

8.2. Termination by KII. KII may, at any time and for any reason, stop providing any or all of the Software, the Site or the Services, and/or terminate the Terms. Notwithstanding the foregoing, we may also terminate your access to any or all KII Content.

8.3. Termination by you. Except as provided in Section 8.4, these Terms will have no further force or effect with respect to you if you stop using the Services and Software and stop visiting the Site.

8.4. Termination effect. Upon termination of any Service, your right to use the Software, the Site and the Service will automatically terminate immediately. KII will have no liability to you for any suspension or termination. All provisions of the Terms that by their nature should survive termination of the Services will.

**9. Applicability of arbitration** You agree that any dispute or claim related in any way to your access to or use of the Site, Services or Software, or to any aspect of your relationship with KII, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, as long as the matter remains in small claims court and proceeds only on an individual (non-class, non-representative) basis; and (2) you or KII may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Agreement to Arbitrate shall apply, without limitation, to all claims that arose or were asserted prior to the effective date of this Agreement or any earlier version of this Agreement.

If you agree to arbitrate with KII, you agree in advance that you will not participate in or seek to recover monetary or other compensation in any lawsuit brought against KII that asserts class, collective and/or representative claims on your behalf. Instead, you may bring your claims against KII in an individual arbitration proceeding. If you are successful on such claims, an arbitrator may award you money or other compensation. You acknowledge that you have been advised that you may consult an attorney to decide whether to accept these terms.

## **10. No warranty**

KII services are provided to you free of charge, "as is" and without warranty of any kind, to the fullest extent permitted by law. Without limiting the generality of the foregoing, KII does not warrant that the KII Services are suitable for your purpose, even if you have



provided prior notice of their purpose and does not warrant that the KII Services will function without error.

#### **11. Non-waiver**

No action or inaction on the part of KII shall be deemed a waiver of any right or obligation on the part of KII.

#### **12. Suspension of services.**

We may, in our sole discretion and at no cost to you, with or without notice, and at any time, modify or discontinue, temporarily or permanently, any part of our Services. You are responsible for storing your twelve (12) word backup phrase outside of the Software. Saving your backup phrase and associated private key pairs to your KII Wallet will allow you to access the blockchain and your funds anywhere, anytime. This backup will allow you to fully restore your KII Wallet at any time without any cost or loss of Virtual Currency.

KII Wallet will not be liable for any loss of cryptocurrency in the event that we discontinue or stop providing the Services.

#### **13. Electronic Communications.**

Communications between you and KII use electronic means, whether through the Site or Services or by email, or whether KII posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from KII electronically; and (2) you agree that all terms and conditions, agreements, notices, disclosures and other communications that KII provides to you electronically satisfy any legal requirement as if in writing. This does not affect your legal rights.

#### **14. Assignment.**

The Terms, as well as your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the prior written consent of KII.

#### **15. Force majeure.**

KII shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, flood, accident, strikes or shortages of means of transportation, fuel, energy, labor or materials.

#### **16. Questions, complaints and claims.**



If you have any questions, complaints or claims regarding the Site, the Services or the Software, please contact us at: [info@kii.global](mailto:info@kii.global).

### **17. Entire Agreement**

This is the entire agreement between the parties and supersedes any other agreement, representation (or misrepresentation) or understanding, however communicated.