



September 2022

Terms and Conditions of Service

By downloading the KIIRE CAPITAL applications and browsing the website, you acknowledge that.

- (1) any use of KIIRE is subject to these Terms of Service;
- (2) you have carefully read, understand, and agree to these Terms of Service;
- (3) you are of legal age and have the capacity to enter legally binding contracts.

If you do not agree to the Terms of Service ("Terms"), you may not use KIIRE CAPITAL. KIIRE CAPITAL reserves the right to change these Terms at any time at our sole discretion. In the event of any changes, we will change the date of the last update at the top of these Terms. Please check this page regularly for updates.

1. Parties

1.1. This agreement is between you ("You" or "Your") and KIIRE CAPITAL S.A. ("KIIRE Wallet"), Building DENFAB, Duplex No. 6, Obarrio, 61st Street, Santa Cecilia, Bella Vista, Panama, Panama.

KIIRE Wallet is a Blockchain Platform consisting of a set of desktop and mobile applications ("Software") and the website <https://kii.global>. All services provided by KIIRE Wallet are identified in this document as 'Services'.

1.2. It is your own responsibility to read the Terms of Service carefully before you start using KIIRE.

2. Definitions and services offered

KIIRE is an innovative cryptocurrency infrastructure, which consists of:

2.1. KIIRE Desktop Light Wallet applications.

KIIRE CAPITAL has created means for users to access and transfer ownership of virtual currency tokens ("Cryptocurrency"), such as Bitcoins. By entering into this Agreement, you will receive a license to use any of the KIIRE Desktop and Mobile Light Wallet Applications. You should only use the KIIRE Desktop or Mobile Light Wallet Application if you are familiar with cryptocurrencies. We strongly recommend that you learn the basics of the specific cryptocurrency for which you intend to use the KIIRE Desktop or Mobile Light Wallet Application, prior to running the application.

2.1.1. You are the owner of your private keys



KIIRE CAPITAL does not store your private keys, backup phrases or passwords ("Private Information") on its servers. It is very important that you back up and save your private information. We urge you to write down your backup passphrase and store it offline in two different locations. If you lose your Private Information, it will not be possible for KIIRE CAPITAL to retrieve it for you, and you could lose access to your Virtual Coins. KIIRE 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 strictly recommend that you learn more about Virtual Coins before using the KIIRE Desktop and Mobile Light Wallet applications. If you do not keep a backup copy of your KIIRE Wallet data outside of the Services, you will not be able to access the Virtual Currency associated with your Wallet.

2.1.2. Transactions.

The only authentic record of Virtual Currency transactions is the corresponding Virtual Currency's blockchain. The KIIRE Desktop and Mobile Light Wallet Applications provide functionality that allows you to send Virtual Currency transfer instructions. KIIRE CAPITAL does not guarantee that your transactions will be delivered, as your transaction from the KIIRE Desktop and Mobile Light Wallet Applications will be added to and stored on any Virtual Currency blockchain. You must ensure that Your transactions conform to the applicable rules of the Virtual Currency software. There may be transaction fees (e.g., mining fees) associated with Your Virtual Currency transactions that are required by the Virtual Currency system with which You participate. KIIRE CAPITAL will not be liable for any losses You incur due to transaction fees or losses incurred due to incorrectly set transaction fees (i.e., too low, or too high). KIIRE CAPITAL does not have access to your (or anyone else's) transactions.

2.1.3. No control over Blockchains.

KIIRE CAPITAL is not the creator of and has no control over any of the Virtual Currencies that the KIIRE Desktop and Mobile Light Wallet Apps allow you to use.

Your balance and actual transaction history are backed by the block explorers of each cryptocurrency (e.g., <https://btgexplorer.com/>, <https://etherscan.io/> etc.). All cryptocurrency rates available in the application are supported by <https://coinmarketcap.com/> and <https://www.cryptocompare.com/>.

2.1.4. Third Party Integrations

The KIIRE Desktop and Mobile Light Wallet Applications contain libraries developed by third parties. KIIRE CAPITAL may provide you with third party libraries as part of the KIIRE Desktop and Mobile Light Wallet Applications solution but shall not be deemed to be the owner or licensor of the third-party libraries. The third-party services are used for Virtual Currency exchange transactions in the Wallet and Virtual Currency purchase transactions in the Wallet. KIIRE Wallet reserves the exclusive right to add, modify or cancel the availability of any third-party service.

2.2. Exchange transactions in the wallet.



By using the in-wallet exchange ("KIIRE Exchange"), you agree to the terms of use of the respective third-party partner. Please refer to and respect the licenses of the respective third parties. Although the KIIRE Desktop and Mobile Light Wallet applications facilitate the relationship with the integrated third parties, KIIRE will not be liable for any consequence that arises from the use of the integrated third-party services. If you need assistance with a third-party integration, you should contact the third party, as well as our customer support.

The estimated amount presented to you in the Wallet prior to making an exchange is not final. It may differ from the final amount due to market fluctuations.

2.2.1. By using the service for the purchase of cryptocurrencies within the Wallet ("KIIRE Buying Crypto Service"), You agree to the Terms of Use of our third-party partner _____, which provides the KIIRE Buying Crypto Service.

The regulations described in the Terms of Use of our partner _____ apply to You in their entirety. Please refer to and abide by _____'s Terms of Use available here <https://www.simplex.com/terms-of-use/>.

Payment processing of _____ is subject to local bank policies. Issuing banks may refuse payment on their own terms. For more information, please refer to the _____ FAQ available here <https://www.simplex.com/kbtopic/faq/>.

2.3. Loyalty Program.

KIIRE CAPITAL is the sole owner and creator of the Loyalty Program, which now consists of the Airdrop program ("KIIRE Airdrop") and the Cashback membership program ("KIIRE Membership").

2.3.1. KIIRE Airdrop.

By participating in KIIRE Airdrop you acknowledge that you have read, agreed to, and followed the KIIRE Airdrop Rules <https://KIIREwallet.io/airdrop>.

If you violate the rules and/or take any prohibited action, such as

registering multiple emails for the airdrop;

using paid traffic to attract referrals;

any forgery, including forgery of the original KIIRE Airdrop;

any other type of spam and scam;

You will be removed from the Airdrop program without the right to register again.



KIIRE Wallet reserves the right to remove you from the Airdrop program or/and refuse reward payment at any time for any reason without further explanation. KIIRE Wallet reserves the right to change the Airdrop rules at any time and at our sole discretion.

2.3.2. KIIRE Membership.

By participating in the KIIRE Membership, you acknowledge that you have read, accepted and followed the KIIRE Membership rules <https://KIIREwallet.io/membership>. KIIRE Wallet reserves the right to remove you from the KIIRE Membership and/or refuse cashback payment at any time for any reason without further explanation. KIIRE Wallet reserves the right to change the rules of the Atomic Membership at any time and at our sole discretion.

3. Your Obligations

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 KIIRE Desktop and Mobile Light Wallet applications; and,

ensure that Your device(s) are fully updated and do not contain viruses, malware, or any other malicious software.

You shall not: violate any laws when using the KIIRE Desktop and Mobile Light Wallet Applications; or,

circumvent or attempt to circumvent security measures KIIRE Wallet uses to protect other accounts, computer systems, or networks connected to the KIIRE Desktop and Mobile Light Wallet Applications; or,

deposit Virtual Currency at token and/or coin addresses that are not compatible with the KIIRE Desktop and Mobile Light Wallet Applications; or,

use KIIRE in a manner that may infer with other KIIRE users or Virtual Currency nodes (e.g., excessive API calls or network spam);

4. Limited Intellectual Property License

This Agreement grants you a personal, non-exclusive, royalty-free, non-transferable worldwide license to the KIIRE Services for the purpose of managing virtual currencies. You are not permitted to



redistribute any of the KIIRE Services, modify any code or use any KIIRE content, including images and text, as part of any other software or project of any kind.

5. Risks Specifically Disallowed

The use of the Virtual Currency software necessarily involves many risks. KIIRE specifically disclaims and shall have no liability to You for the following risks

operating system failures (mobile or desktop); and,

interactions between your hardware, software and KIIRE; and,

cloud backup software (e.g., 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 control of, or interfering with KIIRE; and,

delays in communication between Your KIIRE Desktop and Mobile Light Wallet application and a virtual currency relay node or service (and vice versa); and

failure to achieve a certain market value/price for a virtual currency token, whether through a third-party service or any other type of transaction, and theft of virtual currency tokens.

6. No Warranty

KIIRE is 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, KIIRE does not warrant that KIIRE is fit for your purpose, even if you have given prior notice of your purpose and does not warrant that KIIRE will operate error-free.

7. Limitation of Liability

IN NO EVENT WILL KIIRE WALLET BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, REVENUE, OR DATA, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT KIIRE WALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, RESULTING FROM: (I) YOUR USE OF OR CONDUCT IN CONNECTION WITH OUR SERVICES; (II) ANY UNAUTHORIZED USE OF YOUR WALLET ADDRESS AND/OR PRIVATE KEY DUE TO YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF YOUR WALLET; (III) ANY INTERRUPTION OR TERMINATION OF TRANSMISSION TO OR FROM THE SERVICES; OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE FOUND IN KIIRE WALLET SOFTWARE OR THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGIN).



8. Limit of Liability

UNDER NO CIRCUMSTANCES WILL KIIRE WALLET BE LIABLE TO YOU FOR ANY DAMAGES ARISING FROM THE SERVICES IN EXCESS OF FIFTY UNITED STATES DOLLARS (USD 50).

9. Indemnification

You agree to indemnify KIIRE for any claims, damages, losses, or legal fees that arise out of your use (or misuse) of KIIRE.

10. Non-waiver

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

11. Modification

KIIRE may modify this Agreement by giving a THIRTY (30) days' notice of any proposed change. If you do not agree to the modified terms, your sole remedy is to discontinue using the Website Services.

12. Assignment

You may not assign this agreement. KIIRE may assign this agreement upon eleven (11) days' notice.

13. Suspension of Services.

We may, in our sole discretion and at no cost to you, with or without notice to you, 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 passphrase and the private key pairs associated with your KIIRE Wallet will allow you to access the blockchain and your funds anywhere, anytime. This backup will allow you to fully restore your KIIRE Wallet at any time with no cost or loss of Virtual Currency.

KIIRE Wallet will not be liable for any loss of Virtual Currency in the event that we interrupt or cease to provide the Services.

14. Entire Agreement

This is the entire agreement between the parties and supersedes all other agreements, statement (or false statement) or understandings, however communicated.