



Effective as of **21 October 2019**

K.im Terms of Use

1. INTRODUCTION

Welcome to K.im’s demonstration website <https://k.im> (“Site”). “**K.im**” is a publishing and monetisation cloud-based platform for digital content. “**K.im Payment**” (through the underlying proprietary payment and wallet technology of Bitcache) aims to provide a set of services, including the facilitation of transactions using a range of cryptocurrencies, making available for download and use a cryptocurrency compatible wallet, permitting the download (if applicable) and use of special “donation” and “tipping” features of the payment and wallet technology of Bitcache. Together the services of K.im and K.im Payment (“Services”) are intended to make it easier for publishers to share their works and monetise their works.

References to ‘K.im’, ‘we’, ‘us’ and/or ‘our’ are in relation to and for the benefit of Bitcache Limited, Bitcache Holdings LLC and K.im, any affiliate or related entity of any of them, any natural or legal person or entity associated with any of them and whether in respect of any one, some or all of them.

If you are using the Site or Services on behalf of an organisation, you are irrevocably agreeing to these Terms for your organisation and promising to K.im that you have the authority to bind that organisation to these Terms (in which event, “you” and “your” will also refer to that organisation) unless that organisation has a separate contract in effect with us, in which event the terms of that contract will govern your use of the Services.

This document, the Terms of Use (“Terms”), outlines the terms regarding your use of the Site and Services. These Terms are a legally binding contract between you and K.im so please read carefully. If you do not agree with these Terms, do not continue to access the Site or register or use any of the Services.

The Site and Services, include the platform, products and services, applications, mobile, software, websites or other properties owned or operated by K.im, and, by registering for a K.im Account, the signing up to receive emails, notifications and communications from us. The Site and Services are being provided to you as a demonstration only. You acknowledge and agree that the Site and Services are not to be used for any purpose other than for testing and understanding how K.im and K.im Payment are intended to be used once they are launched in

the future.

In exchange for you complying with the Terms at all times, we grant you, a non-exclusive, non- transferrable, non-assignable worldwide licence to use and access the Services and Site.

Any reference to Kimcoins or other cryptocurrencies on the Site, whether relating to the use of the Site or Services or otherwise, are for information and/or demonstration purposes only. You cannot currently on the Site or Services, purchase any Kimcoins or make transactions.

2. PRIVACY

Through your use of the Site or Services we collect certain information about you in accordance with our Privacy Policy [<https://k.im/download/privacy-policy.pdf>]. You acknowledge your use of the Site or Services is subject to our Privacy Policy and understand that it sets out how K.im collects, stores and uses the personal data it may collect.

If you browse the Site or use our Services within the European Union, please be aware that K.im complies with applicable laws, especially Regulation (EU) 679/2016 of 27 April 2016 on the protection of personal data (GDPR).

3. CHANGES TO THESE TERMS

We reserve the right to modify these Terms at any time. We will post the most current version of these Terms on the Site. If we make any material changes to these Terms, we will notify you of any such changes on the Site or through the Services or any sale of Kimcoins or other cryptocurrency or tokens and/or by email to the address associated with your account. If you do not accept the changes, you must stop using the Site and Services.

Continued use of the Site or Services or participation after we notify you of such changes is deemed acceptance of the updated terms.

4. YOUR ACCOUNT

We may require you to obtain an account by completing a registration form and designating a user ID and password. Any information you provide must:

- (a) be true, current and complete; and
- (b) be maintained to ensure it continues to be true, current and complete.

You are solely responsible for all materials, information and Content that you upload, provide, post or otherwise transmit through the Site and Services, in accordance with the Acceptable

Use Policy set out in section 11 below and these Terms.

Only you may use or access your account and you are solely responsible for your account. If you become aware of any unauthorised access or use of the Site or Services or your account you must promptly contact us at contact@k.im.

5. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By providing your details to use the Site or Services, you agree to us sending you information regarding the Site or Services and other promotional material in accordance with the Privacy Policy, such as:

- (a) notices about use of the Site or Services, including notices of violations of use;
- (b) updates to the Site or Services and new features or products; and
- (c) promotional information and materials regarding K.im's products and services and any products or services of our affiliates, related parties or any third party in accordance with the Privacy Policy.

You can review your settings in your account to control the messages you receive from us or unsubscribe by following the instructions in the message.

Notices emailed to you will be considered given and received when the email is sent. If you don't consent to receive notices (other than promotional materials) electronically, you must stop using the Services.

6. SERVICES

You acknowledge that the K.im and K.im Payment Services on the Site are only for information and/or demonstration purposes. The functionality and provision of the Site and Services is still being tested and there may be issues with such. Any tools or product that are available for use or download outside of the Site are continuing to be developed, improved and/or upgraded and will be subject to additional terms and conditions.

We can make any changes, updates or enhancements to the Site or Services at any time. We may also add or remove functionalities or features, or we may suspend or stop the Site and/or Services altogether. To the extent you were able to and have uploaded Content to the Site, K.im is not responsible for the hosting of or any losses of the Content.

To the extent that any Kimcoins or any other cryptocurrency or fiat currency is referenced on the Site or Services, this maybe for information and/or demonstration purposes and may not be able to be utilised as tender or converted for value.

7. CONTENT

If the Services allows for the uploading and storage of electronic documents (“Content”) and you decide to upload or store any Content, the Content and any other information uploaded to your account remains your property. Through the dual encryption process we cannot control, verify, or endorse any Content that you or others put on the Services.

You are responsible for any Content or information provided to us that may be placed in your account(s) or shared through the Services during the demonstration and trialing process. If you are able to and seek to share Content it may only be shared with other persons with legitimate access to the Site and you may only share such Content for demonstration purposes and not for any other purpose. Where the Site is in demonstration mode, Content is uploaded for demonstration purposes only and will only be available for a limited period of review.

By submitting user Content and/or providing information to us, you grant K.im (as well as its agents or service providers acting on its behalf) to provide the Services, Site or Kimcoins (if and when any are made available) a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to reproduce, prepare derivative works, distribute copies, perform, or publicly display your Content and any other information but your personal information provided in any medium and for any purpose, including commercial purposes, and to authorise others to do so.

You agree, represent and warrant that you have all rights to submit anything you post, and that your Content and/or any information provided does not violate any law or these Terms, or the copyright, trademark, trade secret, privacy, rights of publicity, or any other personal or proprietary right of any other party, person, or entity.

We do not:

- (a)** take any responsibility;
 - (b)** expressly or implicitly endorse; and / or;
 - (c)** assume any liability for,
- any Content or information submitted by you to us.

You agree to indemnify, pay the costs of defence, and hold us harmless from any claims, liabilities, or damages related to or arising out of content you submitted to us or posted on our site or through our Site or Services. This section shall supersede any provision, communication, representation, warranty, or agreement to the contrary in any of our relationships.

8. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

K.im respects the intellectual property and copyright of others and require your use of our Site and Services to comply with all copyright and intellectual property laws. You are strictly prohibited from using the Site and/or Services to infringe copyright or intellectual property. You shall not upload, download, store, share, display, stream, distribute, e-mail, link to, transmit,

share or otherwise make available any files, data, or content that infringes any copyright, intellectual property or other proprietary rights of any person or entity.

If you believe your copyright-protected work has been posted or shared on or through the Site or Services without your permission, K.im provides a mechanism to submit copyright takedown notifications. If you receive notice that any Content or information you have posted, shared or provided was taken down and you believe such take-down was improper, you may submit a counter-notice.

CAUTION: THERE ARE LEGAL CONSEQUENCES FOR IMPROPERLY POSTING, SHARING OR PROVIDING CONTENT FOR WHICH YOU DO NOT HAVE RIGHTS AS WELL AS FOR SUBMITTING AN IMPROPER NOTICE OR COUNTER-NOTICE. IF YOU ARE UNSURE WHETHER YOU HOLD RIGHTS TO A PARTICULAR WORK OR IF A WORK YOU BELIEVE IS IMPROPERLY POSTED, SHARED OR PROVIDED MAY OTHERWISE BE PERMITTED BY LAW, SUCH AS UNDER THE "FAIR USE" DOCTRINE, PLEASE CONSULT A LEGAL ADVISOR.

Copyright Infringement Notices

K.im will respond to notices of alleged copyright infringement that comply with applicable laws and are properly provided to us. If a party believes that its Content has been copied or used in a way that constitutes copyright infringement, please provide us with the following information:

- (a) a physical or electronic signature of the copyright owner and if applicable a person authorised to act on their behalf;
- (b) identification of the copyrighted work claimed to have been infringed;
- (c) 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 us to locate the material including the exact URL link to that material on K.im;
- (d) your contact information, including your address, telephone number, and an email address;
- (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent or the law; and
- (f) a statement that the information in the notification is accurate, and, under penalty of perjury (unless applicable law says otherwise), that you are authorised to act on behalf of the copyright owner.

We reserve the right to delete or disable any Content or other materials that are alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We may also terminate your account in our sole discretion. Our designated contact for notice of alleged copyright infringement is: **contact@k.im**.

Copyright Counter Notices

K.im will process all takedown notices in good faith acceptance of the representations from the party submitting the takedown notice. We are not required to review the material before

processing the takedown notice.

If you believe that access to Content or information you have uploaded has been wrongly disabled because it was the subject of an incorrect takedown notice you may file a counter-notice. A counter-notice should only be filed where you are confident that no other party owns copyright in the material, or that you have all requisite rights to store and/or share the material (as applicable).

You acknowledge and agree that:

- (a)** on receipt of a counter-notice, we may pass it, including your address and other contact information, to the party who issued the original takedown notice. By submitting a counter-notice you have expressly authorised us to share this information;
- (b)** by filing a counter-notice this may lead to legal proceedings between you and the complaining party;
- (c)** there may be adverse legal consequences in the jurisdiction they are located in and/or your jurisdiction if you make a false or bad faith allegation by using this process; and
- (d)** if, in the counter-notice process, you make a false or bad faith allegation or otherwise breach these Terms or any of our policies and that causes us any loss, costs (including legal costs), damages or other liability, we reserve the right to claim for and recover from you that loss, those costs (including full legal costs on a solicitor client basis), damages and other liability, by deduction from any balance in our account and/or by proceedings in any jurisdiction where such costs arise.

This counter-notice process is voluntary and by providing such a regime, we do not submit to any jurisdiction, law, tribunal or court other than as set out in these Terms. We may amend, suspend or withdraw this counter-notice process at any time, provided that any counter-notices in train at that time shall continue to be processed.

By filing a counter-notice, you are deemed to have accepted the above terms. If you do not accept the above terms, do not file a counter-notice.

To file a counter-notice with us, you must provide a written communication to **contact@k.im** that includes the following:

- (a)** identification of the specific URL(s) of material that has been removed or to which access has been disabled;
- (b)** your full name, address, telephone number, email address and the username of your K.im account;
- (c)** the statement: "I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.";
- (d)** the reasons for that good faith belief set out in (c) above is sufficient to explain the mistake or misidentification to the person who filed the original takedown notice;
- (e)** the statement "I will accept service of proceedings in the jurisdiction where my address in this counter-notice is located, or from the person who provided K.im with the original copyright takedown notice or an agent of such person";

- (f) your signature. A scanned physical signature or usual signoff in an email or using our webform will be accepted; and
- (g) any other comments you believe are necessary.

We will only accept a counter-notification directly from the user from whose account a URL or file has been disabled. For verification, counter-notifications must be submitted from the email address associated with the account.

If we do not receive any further communication from or on behalf of the person who originally submitted the takedown notice or any communication we do receive does not in our sole opinion adequately justify the original takedown notice, we may, but shall not be obliged to, reinstate the material in approximately 10-14 days provided we have no reason to believe that the material infringes copyright.

Nothing in this counter-notice section prejudices our right to remove or disable access to any material at any time, for any reason or no reason.

Other Infringement Notices

If you consider there has been some other infringement or breach of these Terms of Use or laws and wish to file a complaint, send it to contact@k.im. We will generally require the same amount of detail as set out above for copyright infringement notices.

9. PROHIBITED PERSONS

The following persons, are prohibited from using the Site and Services, and by continuing to use the Site or Services you warrant that, you are not, nor do you have any a direct or indirect beneficial interest in any entity that is: (i) the subject of sanctions administered or enforced by the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Asset Control, the United Kingdom, the European Union, United Nations or any other Governmental Authority (collectively, "Sanctions"), (ii) organized or resident in a country or territory that is the subject of county-wide or territory-wide Sanctions, (iii) otherwise a party with which K.im is prohibited from dealing with under any applicable laws, (iv) it is not at the time it enters into this Agreement nor at any time for the duration of this Agreement a citizen or resident of a geographic area in which the promotion, purchase and/or use of cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (v) is located outside of the United States of America, and (vi) is not a person resident, domiciled, located or situated (for any purposes whatsoever, including tax or otherwise), or an entity organised in or owned by certain persons in the United States of America (including any US person pursuant to the US Securities Act of 1933 (as amended)) or (vii) any trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust, and (b) one or more persons or entities described in this clause have the authority to control all substantial decisions of the trust; (viii) any entity organized or incorporated outside the United States and territories and possessions of the United States, other than the Indian lands (as that term is defined in the US Indian Gaming Regulatory Act), in which any of the foregoing, whether singularly or in the aggregate, directly or indirectly (a) holds a 50 percent or greater equity interest by votes or value, (b) holds a majority of seats or memberships on the board of directors of the entity, or (c)

authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the entity or any pension plan for the employees, officers or principals of a legal entity described herein, unless the pension plan is primarily for foreign employees of such entity; (ix) any person who is located in, resident of or a citizen in any of the following locations: Afghanistan, Albania, Algeria, Belarus, Bangladesh, Bolivia, Bosnia & Herzegovina, Burundi, Canada, Central African Republic, Cote d'Ivoire, Crimea, Cuba, the Democratic Republic of Congo, Ecuador, Ethiopia, Eritrea, Guinea, Guinea-Bissau, Hong Kong, Iran, Iraq, Kosovo, Kyrgyzstan, Laos, Lebanon, Liberia, Libya, Malaysia, Malawi, Mali, Mozambique, Morocco, Myanmar (Burma), Nepal, New Zealand, Democratic Peoples' Republic of Korea (North Korea), Republic of Macedonia (FYROM), Pakistan, Puerto Rico, Serbia, Sri Lanka, Somalia, South Sudan, Syria, Tanzania, Timor-Leste, Trinidad & Tobago, Tunisia, Turkmenistan, Ukraine, Uganda, Uzbekistan, United States of America, the US Virgin Islands, Vanuatu Venezuela, Yemen, and Zimbabwe or any state, country or other jurisdiction where the distribution, publication, availability or use of the Site and Services would contrary to law or regulation, or any offer or solicitation in respect of anything contained in or related to the Site and Services would require the registration or licensing that has not been obtained by K.im or any person who is under 18 years of age.

10. CONFIDENTIAL INFORMATION

By using or accessing the Site or Services, you acknowledge that we will provide you with information that is confidential, sensitive or should be kept secret. Such information will be provided on or through the Site and Services, accessed through links or downloaded by you from or through the Site and Services. By accessing this site, <https://k.im>, you acknowledge that we may provide you with information that is confidential, sensitive or should be kept secret. Such information may be provided on the Site, accessed through links or downloaded by you. Information that is confidential includes (but is not limited to) trade secrets, know-how; intellectual property; research and development; accounts; pricing and cost information; marketing techniques and plans; computer programs and software; coding systems and processes; computer networking concepts and processes; source code; encryption techniques; technology and technical information; security audit reviews; business or marketing plans or business processes; contract terms and prospective contract terms with prospective customers, accounts and other persons or entities with whom we may contemplate a business relationship; potential customers and purchasers; roadmaps; confidential information of any related entity, potential customers; products; product designs; design documentation; formulas; concepts; inventions; research; methods; processes; operations; product uses; product quality analysis; and other information related to us and our business that is not generally publicly known, this information should always be considered confidential to K.im ("**Confidential Information**").

To the extent that any documents we provide are labelled "confidential" (or something similar), or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential such information is to be treated as Confidential Information, you will treat such information as confidential.

You agree to maintain as confidential at all times, and will not at any time, directly or indirectly, disclose or permit to be disclosed to any person, use for your own purposes or use to our

detriment or use to the detriment of any other party, any such Confidential Information.

You confirm that you will destroy and/or return all Confidential Information in your control and/or possession, at K.im's request. You will certify to K.im once this request has been fulfilled.

11. CONTENT STORAGE

By using and accessing the Site and Services from outside the European Union, you understand and agree to the storage of any Content and any other personal information in countries and territories globally. You acknowledge and agree that the Services (including Content) can be accessed globally and may be subject to laws of the relevant jurisdiction and that nothing prohibits the processing of information by K.im in any jurisdictions globally.

If you use and access the Site and Services from the European Union, your personal information is whether stored within the European Union, or stored outside the European Union with the guarantee of an adequate level of protection granted by appropriate safeguards. For more information, please read our Privacy Policy <https://k.im/download/privacy-policy.pdf>

12. ACCEPTABLE USE POLICY

You agree you will not, nor will you encourage or assist others to harm the Site or Services or use the Site or Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organisation or K.im and/or to build a similar service or website similar to the Site or Services. You agree you will not:

- (a) damage, disable, burden, impair, obscure, or decompile, disassemble or remove anything from the Site or Service (or any network connected to such);
- (b) reverse engineer, resell or redistribute the Site or Services or any part thereof;
- (c) modify, reroute, or gain access to the Site or Services or attempt to carry out these activities otherwise than as provided for in these Terms;
- (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by K.im) to access or use the Site or Services;
- (e) rent, lease, pledge or otherwise dispose of anything on the Site or Services;
- (f) use the Site or Services beyond the features allocation and amounts provided from time to time or in violation of the Acceptable Use Policy;
- (g) use the Site or Services to violate any law of distribute malware or malicious Content;
- (h) distribute, post, share information or Content you don't have the right to or is illegal; and/or
- (i) damage, disable, burden, impair, obscure, or decompile, disassemble, remove anything from, modify, reroute, gain access, or use, Kimcoins, the Site or Services, beyond the features allocation and amounts provided from time to time or in violation of the Acceptable Use Policy.

As part of our efforts to protect the Site and Services, or our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent your use of the Site and Services, and to prevent the delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services.

13. SUSPENSION AND TERMINATION OF THE SERVICE

We reserve the right to suspend or terminate your access to the Site and Services at any time in our sole discretion. You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored on the Site or through the Services.

14. THIRD PARTY SERVICES

K.im may decide to make available to you optional third party applications, services or products, for use in connection with the Services (“Third Party Products”). These Third Party Products may not be necessary for the use of the Services and your use (and any exchange of any information, license, payments etc, are between you and the third party provider) is solely between you and the applicable third party provider. K.im makes no warranties of any kind and assumes no liability of any kind for your use of such Third Party Products or any statements or representations made on or through such Third Party Products.

If you have any questions or concerns regarding the Third Party Products, then please contact the applicable third party provider.

15. K.IM PROPRIETARY RIGHTS

All content and information relating to or of the Site and Services, including but not limited to logo, design, text, software, intellectual property, technical drawings, configurations, graphics, other files, and their selection and arrangement and K.im Confidential Information belong to K.im, and/or its suppliers, affiliates or licensors, and you acknowledge that K.im and its affiliates own all content and information relating to or of the Site and Services, exclusively.

K.im or its licensors own and reserve all right, title and interest in and to the Site and/or Services and all hardware, software and other items used to provide the Site and/or Services, other than the rights we expressly grant to you to use the Site and/or Services and K.im Confidential Information. No title to or ownership of any proprietary rights related to the Site, Services or K.im Confidential Information is transferred to you pursuant to these Terms.

If you provide feedback, comments, suggestions and recommendations to K.im about the Site

or Services, you are automatically assigning any such rights to this information to K.im.

16. NO WARRANTY OR CONDITIONS

TO THE EXTENT PERMITTED BY LAW, K.IM AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS):

- (a) PROVIDE THE SERVICES ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS;
- (b) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT IN RELATION TO THE SITE AND SERVICES WHETHER MADE ON THIS SITE, THROUGH THE SERVICES OR ANY OTHER FORUM WHATSOEVER INCLUDING BUT NOT LIMITED TO WHERE SUCH FORUM IS ACCESSED THROUGH THE SITE OR SERVICES;
- (c) DO NOT GUARANTEE THAT USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR- FREE OR FREE OF HARMFUL COMPONENTS, NOR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; AND
- (d) NOTHING ON THE SITE OR IN THE SERVICES CONSTITUTES AN INVITATION TO TREAT OR AN OFFER OR QUALIFICATION TO RECEIVE AND/OR PARTICIPATE IN AN OFFER.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR SERVICE OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

17. INDEMNIFICATION

To the extent permitted by law, you will defend K.im against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content or information provided by you, or your use of the Site or Services:

- (a) infringes a registered patent, trademark, or copyright of a third party, or misappropriated a trade secret (to the extent that such misappropriation is not the result of K.im’s actions); or
- (b) violates any applicable law or these Terms.

K.im will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

18. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, NEITHER K.IM NOR ANY OF AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL,

USE OR CONTENT) HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, EQUITY, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF K.IM HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF K.IM AND ITS AFFILIATES, OFFICERS, RESELLERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO ONE HUNDRED NEW ZEALAND DOLLARS (NZD\$100), IRRESPECTIVE OF WHETHER THIS REMEDY FULLY COMPENSATES YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT WHERE THAT JURISDICTION APPLIES, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

19. DISPUTE RESOLUTION AND GOVERNING LAW

You must comply with all domestic and international export laws and regulations that apply to your use of the Services, such as software. These laws include restrictions on destinations, end users, and end use.

These Terms, including the interpretation and rights and obligations hereunder, will be governed by and construed in accordance with the laws of the Cook Islands.

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future and including statutory, consumer protection, common law, intentional tort and equitable claims) in arising from or relating to these Terms, their interpretation or the breach, termination or validity of these Terms or the relationships which result from these terms (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to these Terms) (Dispute), shall be referred to and be subject to the exclusive jurisdiction and final determination by the courts of the Cook Islands. You must notify K.im of any Dispute at contact@k.im, in writing within 30 days of the date the Dispute arises.

Nothing in this section shall prohibit K.im from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect or preserve its rights in and to intellectual property or Confidential Information.

In any Dispute, neither you nor any other person shall be entitled to join or consolidate claims in relation to these Terms or the purchase of Kimcoins or arbitrate any claim as a representative or class action or in a private attorney general capacity. You acknowledge and agree that you are giving up your rights to participate in a class action or representative action with respect to any claim pursuant to or relating to these Terms.

20. K.IM TOKENS

Kimcoins and Kim Development Coins (**KDCs**) are not the same token. The KDC will not be capable of use on the K.im Platform.

The KDC is being sold through K.im Token Sale and all information can be found at the Bitfinex Token Sales website <https://tokensales.bitfinex.com/k.im> and risk factors and disclaimers relating to the sale can be found at <https://k.im/download/risk-factors.pdf>. If you wish to participate in the sale separate terms of acquisition will be provided and/or made available to you from time to time after you may become eligible to participate in any such sale.

Kimcoins are currently under development and not currently available to any party. Further information as to any potential launch is set out in the Roadmap <https://k.im/#roadmap> and additional updates may be made from time to time.

You acknowledge and agree that by agreeing to these Terms we are not obligated to offer you any KDCs or Kimcoins or that the distribution of any KDCs or Kimcoins will occur.

21. FEES

No fees are currently charged for use of the Site or Services. K.im may decide to charge in the future for use of the Site and/or Services however you will be informed of any charges before this occurs.

22. GENERAL TERMS

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, those terms will be replaced with similar terms to the extent enforceable under Cook Islands law, but the rest of these Terms will remain in effect.

We may assign, transfer, or otherwise dispose our rights and obligations under these terms, in whole or in part, at any time without notice. You may not assign these terms or transfer any rights to use the Site or Services, unless agreed by K.im in writing.

The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance rather, the same provisions will remain in full force and effect.

For the purposes of the laws of the Cook Islands the agreements and undertakings set out in these Terms as given by you are given for the benefit of any and all of the K.im entities, including but not limited to Bitcache Limited, Bitcache Holdings LLC, K.im and any of their subsidiaries, affiliates or related entity of any of them, any natural or legal person or entity associated with any of them and whether in respect of any one, some or all of them (as the case may be), and are enforceable at

the suit of either or any of them.