

## KUVA OPERATIONS LIMITED WEBSITE TERMS AND CONDITIONS

These Terms and Conditions govern your ("You", "Your") use of the [www.kuva.com](http://www.kuva.com) website (the "Site") and its content and services ("Services") and are entered into with the Kuva Operations Limited a Nevis International Exempt Trust (number T 4929) with its sole trustee as Kuva Trustee Limited whose registered is Juris Building, Main Street, Charlestown, Nevis, a Nevis company, having its office at Juris Building, Main Street, Charlestown, Nevis, West Indies ("We", "Us", "Our", "Kuva Operations Limited")

**BY REGISTERING ON THE SITE AND/OR BY USING THE SITE**, YOU AGREE TO THESE TERMS AND CONDITIONS, OUR [PRIVACY POLICY](#) AND YOU AGREE TO TRANSACT WITH US ELECTRONICALLY. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

### 1. Privacy Policy

Your use of this Site signifies your continuing consent to our privacy policy (which includes our cookies policy), which you can examine any time by clicking on the and "Privacy Policy" link on the Site.

Personal information that you supply to us, and any information about your use of the Site that we obtain will be subject to our Privacy Policy.

### 2. Registration

You will need to register and be logged in to access certain areas of the Site.

When you register, you will be asked to set up 2FA and enter identifying details and will be provided with a unique contribution address and invite link (collectively - "Login Details").

You must not disclose your Login Details to anyone and allow anyone else to use them. You are responsible for the security of your Login Details. Failure to abide by this rule or these Terms and Conditions will result in the cancellation of your participation in the kDAO and you shall not be permitted to use the Site.

### 3. Changes to this Site

We may discontinue or change any content, service, function or feature of the Site at any time with or without notice.

### 4. Proper Use of This Site

You may use the Site for lawful purposes only and may use the Site only in ways consistent with the law.

You agree that you will not:

- o Violate our intellectual property or other rights, including, without limitation, (i) copying or distributing our materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the words "Kuva" or our logos in any business name, email, or URL, without our consent;
- o Harass, abuse or harm another person;
- o Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape the Site or otherwise copy data from the Site;

- o Copy, use, disclose or distribute any information obtained from the Site, whether directly or through third parties, without our consent;
- o Use, disclose or distribute any data obtained in violation of these Terms;
- o Use the Site in any way that breaches any applicable local, national, federal or international law or regulation;
- o Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;
- o Imply or state that you are affiliated with or endorsed by Kuva Operations Limited without our express consent;
- o Rent, lease, loan, trade, sell/resell access to the Site or related data;
- o Post inaccurate, defamatory obscene, shocking, hateful, threatening or otherwise inappropriate content or airing personal grievances or disputes;
- o Act in an unlawful or unprofessional manner in connection with the site, including being dishonest, abusive or discriminatory;
- o Send or post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation unauthorized by us;
- o Disclose information that you do not have the consent to disclose (such as confidential information of others);
- o Post anything that contains software viruses, worms, or any other harmful code;
- o Bypass or circumvent any access controls or Site use limits;
- o Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Site or any related technology that is not open source;
- o Monitor the Site's availability, performance or functionality for any competitive purpose;
- o Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site;
- o Access the Site except through the interfaces expressly provided by us, such as mobile applications (if any) and icodrops.com;
- o Override any security feature of the Site;
- o Use the Site in any manner not permitted by these Terms; and/or
- o Interfere with the operation of, or place an unreasonable load on, the Site (e.g., spam, denial of service attack, viruses).

## 5. Proprietary Rights

We and our suppliers reserve all rights under intellectual property law in the Site.

Information, data, and other materials concerning our Services or trademarks, logos, brand names are intellectual property of their respective owners (of the organizers of the sale).

You may not reproduce, reprint, publish, or otherwise exploit our or our suppliers' content or technology on the Site without our express prior written consent.

You may provide or Kuva Operations Limited may solicit your input regarding our Services, business or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of our Services (collectively "Feedback"). All Feedback is provided at your sole discretion. In order for us to utilize such Feedback, you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to our licensees and customers, under all relevant intellectual property rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, sell, and otherwise dispose of such Feedback in any manner and via any media we choose, without reference to the source.

## 6. Confidential Information

"Confidential Information" includes all or any information or data (including oral and visual data and all information or data recorded in writing or in any other medium) provided by one party ("Disclosing Party") to the other ("Recipient Party") pursuant to the Services which is designated or marked as confidential or that should be reasonably construed as confidential having regard to the nature and circumstances under which it is disclosed, including information relating to the Disclosing Party's operations, processes, strategic plans, designs, intentions, customers, suppliers, product information, know-how, inventions, trade secrets, formulae, software (including source code), and business affairs. Confidential Information shall not include any information that is already known by the Recipient Party, becomes publicly known through no fault of the Recipient Party, is received from a third party without a restriction on disclosure, or is disclosed by the Recipient Party pursuant to judicial action or governmental regulation or requirement; provided that the Recipient Party shall notify the Disclosing Party of any order or request to disclose information to allow reasonable time to contest such disclosure and/or obtain a protective order or other similar protection. Confidential Information provided to a Recipient Party pursuant to the Services shall not be disclosed to third parties and shall only be used as needed to perform or obtain benefit of the Services, provided that a Recipient Party may provide Confidential Information to those authorised employees, contractors, professional advisors, or other third parties having a need to know. The Recipient Party shall ensure that such third parties receiving such Confidential Information are aware of the confidential nature of such Confidential Information and are bound by confidentiality obligations no less onerous than the obligations of recipient party under these terms and conditions.

## 7. Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information or this Site electronically, including notice to any contact details that you may provide.

## 8. Changes to the Terms and Conditions

We may change the Terms and Conditions at any time. You can review the most current version of the Terms and Conditions by clicking on the Site's "Terms and Conditions" link. If you continue to use this Site after we make changes to the Terms and Conditions, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes. You shall also comply with any of our instructions issued to you in writing regarding conditions for participation in the kDAO.

9. Content and Contributions That You Supply

We may allow you to supply content for the Site or its functions that can be accessed and viewed by others (e.g. comments). You agree not to post any content that violates these Terms and Conditions or the applicable law. Content that violates applicable rules may be removed.

If you post any content on the public area of the Site, you grant us the perpetual sublicensable right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge.

In the event that you provide contributions to support Kuva Operations Limited, you acknowledge that such contributions carry no obligation due to you by Kuva Operations Limited and affiliated Kuva Operations Limited entities, officers, employees, contractors and advisers. You may be asked to agree to a separate confirmation notice.

10. No Duty to Monitor

You agree that we are not liable for content that is provided by others. We have no duty to screen content that you may supply or post, but we have the right to refuse to post or to edit submitted content. We reserve the right to remove any content for any reason at any time.

11. Third Party Sites and Advertisers

We may include on the Site links to third party websites and third party content and information. You agree that we are not responsible or liable for any content or other materials of third parties or on third party sites. You also agree that we are not responsible for content supplied by our advertisers. We are also not responsible for any transactions or dealings between you and any third party or any advertiser. You agree that we are not responsible for any claim or loss due to a third party site or any advertiser.

12. Disclaimer of Warranties

We provide this Site, its services and content "AS IS." We and our suppliers make no express warranties or guarantees about this Site. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM IMPLIED WARRANTIES INCLUDING ANY WARRANTY THAT THE SITE, ITS SERVICES, CONTENT AND INFORMATION ARE OR WILL BE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE, ITS SERVICES, CONTENT AND INFORMATION WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION.

13. Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE SITE, ITS SERVICES, CONTENT AND INFORMATION PROVIDED IN CONNECTION WITH THESE TERMS, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND OUR REASONABLE CONTROL. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY, DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. OUR CUMULATIVE LIABILITY TO YOU, FROM ALL

CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNT OF US\$100 IN AGGREGATE.

14. Indemnification

You agree to defend, indemnify, and hold harmless us, our respective owners, employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

15. Choice of Law and Location for Resolving Disputes

You agree that the laws of Nevis govern these Terms and Conditions, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws rules.

You further agree that any disputes or claims that you may have against us will be resolved by a court located in Nevis, and you agree and submit to the exclusive jurisdiction of such courts. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE COURTS IN NEVIS OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

16. Severability and Integration

These Terms and Conditions and any supplemental terms, the Privacy Policy posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms and Conditions or the Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

17. Assignment

We may transfer, assign, sublicense or pledge this agreement and the Site, in whole or in part, to any person without your consent. You may not assign, sublicense or otherwise transfer in any manner any of your rights or obligations under this agreement without our written consent.

18. Termination

We reserve the right, in our sole discretion, to terminate your access to the Site and the related Services or any portion thereof at any time, upon notice.

19. Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please send us a notification of claimed copyright infringement, which must include the following:

- o a physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;
- o specific identification of each copyrighted work claimed to have been infringed;
- o a description of where the material believed to be infringed is located (please be as detailed as possible and provide a URL to help us locate the material you are reporting);
- o contact information for the complaining party, such as a complete name, address, telephone number, and email address;
- o a statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- o 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.

Any notice or questions regarding these Terms and Conditions should be sent to [eco@kuva.com](mailto:eco@kuva.com)

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