

KuBitX WEBSITE TERMS OF USE

The website located at <https://kubitx.io> (the "Site") is a copyrighted work belonging to KuBitX Limited, a private limited company registered in Malta (hereinafter referred to as the "Company," "we," "us" and "our"). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. Without limitation to the preceding sentence, your submission of information, including personal information, through or in connection with the Site is governed by the terms of our privacy policy as updated from time to time, available at [\[URL of Privacy Policy\]](#) ("Privacy Policy").

All such additional terms, guidelines, and rules, including our Privacy Policy, are incorporated by reference into these terms of use (these "Terms").

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS, THEN YOU SHOULD IMMEDIATELY STOP ACCESSING THE SITE AND TERMINATE ANY ASSOCIATED ACCOUNTS.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 9 BELOW) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. Accounts

- a. **Account Creation.** To use certain features of the Site, you may be required to register for an account ("Account") and provide information about yourself as prompted by the registration process. You represent and warrant that: (i) all required registration information you submit is truthful and accurate; and (ii) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section 8 below.
- b. **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Site.

- a. License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.
- b. Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (ii) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (iii) you shall not access the Site in order to build a similar or competitive website, product, or service; and (iv) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.
- c. Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.
- d. No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.
- e. Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in this Section 2. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

3. User Content

- a. "User Content" Defined. "User Content" means all information and content that a user submits to, or uses with, the Site (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.c below). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not

obligated to backup any User Content, and your User Content may be deleted from the Site at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

- b. License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.
- c. Acceptable Use Policy. The following terms constitute our "Acceptable Use Policy":
 - i. You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (A) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (B) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (C) that is harmful to minors in any way; or (D) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
 - ii. In addition, you agree not to: (A) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (B) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (C) use the Site to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (D) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (E) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (F) harass or interfere with any other user's use and enjoyment of the Site; or (G) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or

- archives of such materials, subject to the parameters set forth in our robots.txt file).
- d. **Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8 below, and/or reporting you to law enforcement authorities.
 - e. **Feedback.** If you provide Company with any feedback or suggestions regarding the Site ("Feedback"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.
4. **Indemnification.** You agree to indemnify Company (and its officers, employees, and agents), including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.
5. **Third-Party Links & Ads; Other Users**
- a. **Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.
 - b. **Other Users.** All users of the Site are solely responsible for their own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other users of the Site are

solely between you and them. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other users of the Site, we are under no obligation to become involved.

- c. Release. Subject to applicable law, you hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other users of the Site or any Third-Party Links & Ads).
6. Disclaimers. The Site is provided on an "as-is" and "as available" basis, and, to the extent permitted by applicable law, Company (and our suppliers) expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We (and our suppliers) make no warranty that the Site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.
7. Limitation on Liability.
 - a. To the maximum extent permitted by law, and subject to Section 7.c below, in no event shall Company (or our suppliers) be liable to you or any third party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these Terms or your use of, or inability to use, the Site, even if Company has been advised of the possibility of such damages. Access to, and use of, the Site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.
 - b. To the maximum extent permitted by law, and subject to Section 7.c below, our liability to you for any damages arising from or related to these Terms (for any cause whatsoever and regardless of the form of the action), will at all times be limited to a maximum of Fifty U.S. Dollars (US \$50.00). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to these Terms.
 - c. The exclusions in this Section 7 shall apply to the maximum extent permitted by law, but Company does not exclude liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which may not be excluded by law.
8. Term and Termination. Subject to this Section 8, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your

rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.b to 2.e, and Sections 3 to 9.

9. Arbitration Agreement. Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.
 - a. In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution (<https://www.icdr.org>) under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.
 - b. The International Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds \$10,000 USD exclusive of interest and the costs of arbitration. The arbitration shall be conducted in English. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant non-privileged documents explicitly referred to by a party for the purpose of supporting relevant facts presented in its' case, carried out expeditiously. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.
 - c. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
 - d. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

10. General

- a. Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending an email to the last email address you provided to us (if any), and/or by prominently posting notice of any changes on our Site. You are responsible for providing us with your most current

email address. If the last email address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

- b. **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (i) consent to receive communications from Company in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing.
- c. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site.
- d. **Waiver Under Terms.** A waiver by Company of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of Company and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.
- e. **Headings and Interpretation.** The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation".
- f. **Severability.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- g. **Relationship Between You and Us.** You confirm that you are acting on your own behalf and not for the benefit of any other person. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other.
- h. **Assignment.** These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company

may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

- i. **Governing Law and Jurisdiction.** These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the [state of applicable law]. You agree that the courts of the [state of applicable law] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) of these Terms.
- j. **Copyright/Trademark Information.** Copyright © 2018 KuBitX Limited. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.
- k. **Contact Information.** If you have any questions or concerns regarding these Terms you may contact us as set forth below:

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