

Terms of Use

90kcapital.com

Disclaimer: The information contained in or provided from or through this website is not intended to be and does not constitute financial advice, trading advice, or any other type of advice.

1. INTRODUCTION

- 1.1. The present Terms of Use (the “**Terms**”) govern your use of the website www.90kcapital.com and its subdomains (the “**Website**”) and the services offered on or through the Website (the “**Services**”). The Website is owned and operated by 90K Capital Limited, a company duly incorporated under the laws of the Cayman Islands (“**Company**”). The Website is available directly at www.90kcapital.com and may also be available through other addresses or channels.
- 1.2. By browsing the Website Users acknowledge that they have read and understood these Terms and agree to be bound by them and to comply with these Terms and all applicable laws and regulations. If you do not agree with these Terms, you should refrain from using the Website.

2. DEFINITIONS

- a) “**Intellectual Property Rights**” shall mean copyrights, patents, registered designs, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, whether registered or unregistered;
- b) “**Third-Party**” shall mean any other natural person who is not a User;
- c) “**User**” shall mean a person using the Website, notwithstanding if they have already connected their digital currency wallet on the Website or not.

3. PURPOSE AND USE

- 3.1. The Website aims to describe the Services provided by the Company. Users have the possibility to discover the team, the projects, and the spirit of the Company through various documents and webpages. The Website also allows the Company to promote its Services.
- 3.2. Users have the possibility to subscribe to the Company’s newsletter and/or to contact the Company if needed.
- 3.3. The Website is provided to you on an “as is” basis, without warranties of any kind, either expressed or implied.
- 3.4. The Company grants Users a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Website and its content for their personal, non-commercial use, and to display the content of the Website exclusively on their computer screen or on other devices (such as smartphones or tablets), subject to their compliance with these Terms and our policies.

- 3.5. If you provide us with any feedback or comments regarding the Website, you grant the Company the right to use such feedback or comments for any purpose without restriction or payment to you.

4. COMPANY'S ROLE

- 4.1. The Website does not constitute and should not be seen as a recommendation or endorsement of the quality, healthiness, service level, qualification or rating of the Services contained in it. In particular, the Website is not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to use the Company's Services, and must not be considered as providing complete information in relation to such a decision. The Website only aims to promote the Services provided on it, and affiliated websites.
- 4.2. Please note that the Company makes no promises or warranties whatsoever of possible gains or returns, in cash or in any other form. Users can potentially lose all their contributions. The Company also does not guarantee in any way the success or full execution of its projects.

5. PROHIBITED ACTIONS

Users are entitled to use the Website only in conformity with the laws of their country of residence and of the country from which they access this Website. Users may solely make a legal use of this Website and any illegal or inappropriate use of the Website is banned. In particular, Users agree to browse the Website lawfully and without any violation of these Terms or any applicable law and agree not to do any of the following actions in connection with your use of the Website:

- a) access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other terms or policies provided in connection with the Website;
- b) damage, disable, overburden or impair the functionality of the Website in any manner;
- c) upload, post, transmit, distribute or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Company;
- d) export or re-export any applications, code or tools developed by and proprietary to the Company except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- e) use any robot, spider, crawler, scraper or other automated means or interface not provided or authorized by us to access the Website or to extract data or information from the Website;

- f) commercialize any application, code or any information or software associated with such application and/or the Website without the prior consent of the Company;
- g) harvest or otherwise collect information or data about Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- h) copy, modify, distribute, sell, or lease any part of the Website;
- i) reverse engineer or attempt to extract the source code of the Website;
- j) interfere or attempt to disrupt the Website in any way;
- k) circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or Third-Parties; and
- l) infringe upon or violate the rights of the Company, the Users or any Third-Party;
- m) facilitate or assist another person to do any of the above acts.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Intellectual Property Rights and all other proprietary rights in relation to the content available on the Website (including but not limited to software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information and their selection and arrangement) (hereinafter: the **"Website Content"**) are the exclusive property of the Company or its licensors. Our rights to the Website Content include rights to (i) the Website; and (ii) all designs, layouts, software, displayed and technical information associated with Website. All Intellectual Property Rights in the Website Content not expressly granted herein are reserved to the Company. All copyright and other proprietary notices shall be retained on all reproductions.
- 6.2. Any other use of the Website Content, including without limitation distribution, reproduction, modification, making available, communicating to the public, publicly performing, downloading, displaying or transmitting, in whole or in part, without the prior written consent of the Company is strictly prohibited.
- 6.3. Users may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter: the **"Software"**), permit any Third-Party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.
- 6.4. The Company and its licensors own and shall retain all Intellectual Property Rights and other rights in and to the Software, and any changes, modifications or corrections thereto, subject to open source software used in relation to the Website.
- 6.5. The Company, together with its licensors expressly reserve all Intellectual Property Rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Website. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any Third-Party's Intellectual Property Rights. Any use of the Website

including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without prior consent of the Company.

7. COPYRIGHT

Company's names and logos and all related product and service names, design marks and slogans are the copyrights of the Company. No license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo or mark in any manner whatsoever.

8. RESERVATION OF RIGHTS

- 8.1. The Company may block, terminate or suspend your ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of the Company, as well as close or interrupt the Website.
- 8.2. The Company reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws or policies referenced herein, or if you otherwise create risk or possible legal exposure for the Company.
- 8.3. The Company reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these Terms.

9. AVAILABILITY

- 9.1. The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.
- 9.2. Since the Website is web-based, it might be subject to temporary downtime.
- 9.3. From time to time we also update or maintain the Website, which will result in the Website not being available for a certain period of time. We do not warrant that the Website operates uninterrupted or error-free.
- 9.4. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website or suspension of your access to the Website.

10. DISCLAIMERS

- 10.1. Users expressly acknowledge and agree that your access to and use of the Website is at your sole risk. As between you and the Company, to the maximum extent permitted by applicable law, the Website is provided on an "as is" and "as available" and "under development" basis and the Company expressly disclaims all representations, warranties and conditions (express or implied, oral or written), including any implied warranty of merchantability, fitness for a particular purpose and non-infringement. All content available on the Website, including the Company's white-paper, is made available for informational purposes only and should not be contractual or binding in any way for the Company. Users should not rely upon this content in any way. The Company does not give any warranty in relation to the Website, the software and content nor with any

Services, information published or available on the Website, should it be its availability, accuracy or lawfulness. The Company shall not verify, update or correct such information. The Company does not warrant that the Website will be available at all times and expressly reserves the possibility to discontinue the Website without notice. In addition, the Company does not represent or warrant that (a) the operation of the Website will be secure, uninterrupted, error-free or virus-free, or (b) any defects in the Website will be corrected. No oral or written information, guidelines or advice given by the Company will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law.

- 10.2. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to you. Users agree that the entire risk arising out of your use of the Website remains solely with you. Users agree that neither the Company nor its affiliates is/are responsible for the fitness or conduct of any User. Neither the Company nor its affiliates will be liable for any claim, injury or damage arising in connection with the acts or omissions of any User.
- 10.3. Any warranty, condition or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where you used the Website or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded. If you have a dispute with one or more User(s) and/or Third-Part(y/ies), you agree to release the Company (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

11. LIMITATIONS OF LIABILITY

- 11.1. These Terms set out the full extent of our obligations and liabilities with respect to the Website. To the maximum extent possible by law, the Company excludes all and any warranty, guaranty and responsibility in relation to or subsequent to the Website and its content. The Company shall in particular not be liable for any damages of any kind, including loss of income or data, suffered by the User or any other person, by act of the Company or of a Third-Party. This includes any misuse that would be made of the User's data, any virus or other forms of malware transmitted through the Website or the server, as well as any non-compliance of Users with these Terms.
- 11.2. The Company shall have no liability for any personal injury, lost profits or other consequential, special, punitive, indirect, or incidental damages, arising from or related to your use or inability to use the Website.
- 11.3. Notwithstanding anything to the contrary in these Terms, nothing in these Terms excludes or limits our liability for fraud or for death or personal injury caused by our negligence.
- 11.4. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do

not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you.

- 11.5. In no event shall the aggregate liability of the Company arising out of or relating to the use of or inability to use the Website exceed one hundred U.S. Dollars (USD 100). Users agree that any claim filed more than one (1) month after the discovery of the alleged liability of the Company shall be time-barred.

12. FORCE MAJEURE

- 12.1. The Company cannot accept responsibility for any damage, loss, delay, or inconvenience caused by circumstances beyond our reasonable control. Such circumstances include but are not limited to war, threat of war, riots, civil strife, or terrorist activity, industrial disputes, natural or nuclear disasters, fire, airport closures, bad weather conditions, interruption or failure of a utility service or the acts of any local or national government.

13. INDEMNIFICATION

- 13.1. Users agree to defend, indemnify and hold harmless the Company and its affiliates, independent contractors and service providers, and each of its respective directors, officers, employees and agents from and against all Third-Party claims, damages, costs, liabilities and expenses (including, but not limited to, court and attorneys' fees) caused by, arising out of or related to (a) your use of, or inability to use, the Website; (b) your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by the Company or a Third-Party in relation to the Website; (c) your violation of any applicable law or any rights of any Third-Party.

14. MISCELLANEOUS

- 14.1. **Changes.** The Company reserves the right to make any changes to these Terms, at its sole discretion. Users' continued use of the Website after any such changes, with or without having explicitly accepted the new Terms, shall constitute their consent to such changes. If a User does not agree to such changes, they must immediately cease use of the Website. Users are responsible for verifying these Terms in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.
- 14.2. **Entire Agreement.** These Terms, subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the use of the Website. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.
- 14.3. **Waiver.** The Company's failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

- 14.4. **Governing Law.** These Terms and your use of the Website, as well as all matters arising out of or in relation to them (including non-contractual disputes or claims and their interpretation), shall be governed by the laws of the Cayman Islands, with the exclusion of conflicts of laws rules. Any claim or dispute regarding these Terms or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the competent courts of the Cayman Islands. Users agree that any dispute is personal to you and the Company, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. Users agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons. In case of dispute, you shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.
- 14.5. **Contact.** If you wish to contact the Company please do so at the following e-mail address: legal@90kcapital.com