

Terms and Conditions

1. Acceptance of Terms

These Terms and Conditions (the “Terms”) form a legal agreement between you and Kabn (Gibraltar) Limited (hereafter, the “Company” or “KABN”). By using KABN’s website, the applications available on the website, its mobile application (the “App”), and services (collectively referred to as “Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. Eligibility

You must be of the age of majority in your jurisdiction of residence or older to be eligible to use the Services. By using the Services, you represent and warrant that you (a) are of the age of majority in your jurisdiction of residence or older, (b) have the right, authority and capacity to agree to and abide by these Terms, (c) have not been previously banned or removed from the Services, or participate in any activity that may result in a ban or removal from the Services, and (d) do not have more than one KABN account.

3. Access and Use of KABN Services and Content

Subject to your compliance with these Terms, KABN grants you a non-exclusive, non-sublicensable, non-transferable license to access and use the Services only for lawful purposes. The site, Services, and all content and other materials available through the Services (“Content”) are proprietary property of KABN or its licensors and are protected by Canadian and international copyright, patent and trademark laws. This license is revocable by KABN at any time.

You shall not (a) sublicense, sell, resell, transfer, or use commercially any of the Services or Content, (b) distribute or communicate (including by telecommunication), publicly display, or publicly perform any Content, (c) alter or make any derivative uses of the Services, Content or any portion thereof (d) modify, adapt, or hack the Services, or otherwise attempt to gain unauthorized access to the Services or KABN’s related systems or networks (e) use the Services or Content other than for their intended purposes and (f) use any data mining, screen scraping or similar data collection or extraction methods. Any use of the Services or Content other than as explicitly approved herein, without receiving KABN’s written permission, is strictly prohibited and will automatically terminate the license granted herein. Nothing in these Terms shall be interpreted as conferring any license or right to any copyright, patent, trademark or other proprietary rights of KABN or any third party.

4. Registration and Account Standards

By creating an account with KABN you agree to (a) give accurate, current, and complete information about yourself, (b) maintain your account information and update it when necessary, (c) keep your password secure and assume all risks of unauthorized access to

your account and personal information, and (d) notify KABN of any suspected breach of security involving your account.

5. Lawful Basis for Collecting and Processing Data

KABN must collect, use, store and disclose your personal information in order to provide the Services offered.

To use KABN's Services, the following personal information will be collected:

When you use the Services to register an account with KABN, the Company will collect your email address. When you use the Services to verify your identity through KABN, the Company will collect information such as ID Documents (passport, driver's license, ID card, etc...), document type, scan of the document, country, "selfie" photo, account ID, legal name, national ID number, gender, date of birth, mailing address, IP address, user name, blockchain address, email, local storage, user display settings, Google authenticators, audit logs, and device camera. When you use the Services to verify your identity, KABN may collect information such as Social Insurance Number, credit records, telephone number, IP Address and utility bills.

Personal information requirements may change at any time. KABN will give you appropriate notice when information shall be updated, or new information will be required to remain in the KABN system. KABN will obtain consent from you before updating or using new personal information.

KABN will use the personal information collected in order to biometrically-validate your identity and perform Know-Your-Customer (KYC) and Anti-Money Laundering (AML) checks. Successful completion of this process will entitle clients to join KABN's "whitelist", and be able to invest in Initial Coin Offerings (ICO's) using KABN's Services.

KABN will disclose personal information collected to third-party processors in order to perform biometric-validation and KYC and AML checks. KABN has contracts with third-party processors that forbid them from using or disclosing personal information except as necessary to execute the contracted services on the Company's behalf or to fulfill legal obligations.

By using the Services, you acknowledge that you have read, understood, and agree that KABN must collect, use, store and disclose your personal information in order to provide the Services offered.

6. Individual's Data Rights

This section addresses how KABN handles requests pertaining to an individual's rights as set out in the European Union's General Data Protection Regulation (GDPR).

You may contact us at support@kabn.network to inquire about your right to view all of the personal data that KABN has collected about you. Requests to access personal data will be answered within one month of receipt. A representative of KABN will provide more details during correspondence.

You may contact us at support@kabn.network to request that KABN update or fix your personal data. Requests to rectify personal information will be answered within one month of receipt. A representative of KABN will provide more details during correspondence.

You may contact us at support@kabn.network to request that KABN erase all of your personal data on file. KABN is only able to provide the Services through collection, use, storage, and sharing of your personal data. Without your personal data, KABN is unable to provide the Services requested. A request for the erasure of personal data equates to a request to be deleted from all KABN systems. KABN will not respond to a request for erasure of personal data unless all funds are removed from the Ethereum address connected to your profile. Requests to erase personal data will be answered within one month of receipt. A representative of KABN will provide more details during correspondence.

You may contact us at support@kabn.network to request that KABN restrict the processing of your personal data. Requests to restrict processing will be answered within one month. A representative of KABN will provide more details during correspondence.

You may contact us at support@kabn.network to request that KABN export all of your personal data on file. Personal data will be exported in a commonly used format. Requests to export data will be answered within one month. A representative of KABN will provide more details during correspondence.

7. User Rules of Behaviour

As a condition of use of the Services, you unconditionally agree to abide by these User Rules of Behaviour and not use the Services for any purpose that is prohibited. You shall not:

- Take action that is unlawful, threatening, harassing, deceptive, fraudulent, invasive of another's privacy, or is otherwise inappropriate as determined by KABN in its sole discretion
- Provide false or misleading information
- Use or endeavour to use another user's account
- Impersonate any person or entity
- Harvest, data mine or attempt to collect any personal information about others, including email

- Use services for the purposes of infringing on privacy rights, property rights or any other kind of rights of any person, company, or institution
- Use the Services for any commercial purposes including, but not limited to, advertising, distribution, promotion including chain letters, junk email or repetitive message to anyone
- Distribute, promote or otherwise publish any kind of malicious code, viruses of any kind, or any other item or communication that may cause harm to the Services, the Company or to another user's system in any way
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, or any part of the Services
- Attempt to circumvent any content-filtering techniques the Company employs or attempt to access any feature or area of the Services that you are not authorized to access
- Use any sort of automated means or interface not authorized to access the Services, extract data or otherwise interfere with or modify the rendering of site pages or functionality

8. Disclaimer of Warranties

YOUR USE OF THE KABN THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND KABN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. YOU ACKNOWLEDGE THAT KABN DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE) SHALL KABN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS, LOSS OF REVENUE, LOSS OF DATA OR CONTENT, DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OR DECREASE IN VALUE OF ASSETS OR SECURITIES ARISING OUT OF ACCESS TO, USE OF, OR INABILITY TO USE THE KABN APP OR SERVICE OR OUT OF THE BREACH OF ANY WARRANTY, OR CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICE.

THE LIMITATION ON THE COMPANY'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT THE COMPANY HAS OR HAD BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. IN ANY EVENT, UNDER NO CIRCUMSTANCE SHALL KABN BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO YOU OR ANY THIRD PARTY THAT EXCEEDS THE AMOUNT ACTUALLY PAID BY YOU TO KABN IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitation may not apply to you. IN THESE JURISDICTIONS, KABN'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. Indemnification

Your use of the Services constitutes your express agreement to indemnify, defend and hold harmless KABN, and its subsidiaries, affiliates and its officers, directors, employees, owners, agents, information providers, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, complaints, demands, actions, suits and proceedings by any person, including any regulatory authority (each a "third party claim/proceeding") and all resulting liabilities and obligations (including damages, administrative monetary penalties, financial sanctions, settlement payments, expenses and costs, including lawyer's fees) arising from, connected with or relating to any of the following: (a) the use by or on behalf of you of KABN Services; or (b) any negligence, misconduct or breach of this Agreement, or any actual or alleged violation of any applicable law or infringement of any rights, by or on behalf of you or any other person for whom you are responsible under this agreement or at law. KABN retains the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of, and settlement negotiations relating to, any third party claim/proceeding.

11. Modification of the Terms

KABN reserves the right, at any time, to make changes or modifications to these Terms. Such changes will become effective upon its publication on Kabn's website. If you continue to use the Services after the date which it has been changed and published, the continued use shall be deemed to constitute acceptance of any such changes. You agree to review these Terms periodically to be aware of any such revisions.

12. Third Party Services

KABN Services may provide you with access to third-party websites, networks, software, databases, applications, products, systems, servers, or services (collectively referred to as "Third Party Services"). KABN has no control over Third Party Services, and the Company makes no representations or warranties of any kind concerning such Third Party Services, including, without limitation, concerning its completeness and accuracy.

You acknowledge and agree that your interactions with Third Party Services are solely between you and such third parties. KABN is not responsible or liable in any matter for such interactions.

13. Dispute Resolution

If a dispute arises out of, or in connection with these Terms, you and Kabn agree to submit those issues in dispute to binding arbitration pursuant to the *Arbitration Act* (British Columbia). Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

14. Governing Law

These Terms and Conditions shall be governed by the laws of the Province of British Columbia, Canada without regard to its conflicts of law principles. You hereby agree that any and all disputes and causes of action arising out of or connected with the Services shall be governed by the substantive laws of the Province of British Columbia, Canada.

15. Severability

If any term, clause or provision in these Terms is held invalid or unenforceable, then it will be severable from these terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision or any other term, clause or provision contained in these terms.

16. Termination

These Terms and Conditions are effective unless and until terminated by either you or the Company. You may terminate these Terms at any time by providing 30 days written notice. KABN reserves the right, in its sole discretion and without notice, to terminate or suspend your right to use the Company's Services, at any time and for any or no reason. You acknowledge and agree that the Company shall have no liability or obligation to you in such event.

17. Privacy Policy

Please refer to KABN's Privacy Policy to understand how KABN collects, uses and discloses user information

18. Entire Agreement

These Terms constitute the entire agreement between you and KABN with respect to your access and use of the Company's Services. These Terms or any rights and licenses granted in them, may not be transferred or assigned by you without the prior written consent of KABN. Any failure on KABN's part to exercise or enforce any part of these Terms shall not constitute a waiver of any portion of these Terms and the Company reserves the right to enforce any part of these Terms at any time.