

# TERMS AND CONDITIONS FOR THE USE OF KINGUIN.IO AND THE PURCHASE OF KROWNS

Last updated [22-03, 2018]

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## 1. AGREEMENT TO TERMS

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Kinguin Europe OU (“we,” “us” or “our”), concerning your access to and use of the kinguin.io website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”), as well as the purchase of Krowns on the Site.

1.2 You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

1.3 Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

1.4 We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

1.5 It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted, or by your explicit consent in the purchasing of Krowns.

1.6 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.7 Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1.8 You must not use the services and accept the regulations if you (a) are not of the age to sign a valid agreement with Kinguin.io or (b) are not permitted to use the Services in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) or any other country/region, including the country/region of your residence and where the services are used.

1.9 You may sign with Kinguin.io or our partners, via the Internet or otherwise, a separate agreement for certain services provided by Kinguin.io (Additional Provisions). In case of any conflict or discrepancy between these Regulations and Additional Provisions, the Additional Provisions shall prevail over the Regulations with regard to

that specific service(s).

1.10 THIS PROVISION ONLY APPLIES TO THE PURCHASING OF KROWNS. You confirm that you are NOT a U.S. citizen, resident or entity (each a "U.S. Person") nor are you purchasing Krowns or signing on behalf of a U.S. Person.

1.11 THIS PROVISION ONLY APPLIES TO THE PURCHASING OF KROWNS. You confirm that you are NOT a citizen of or resident of the People's Republic of China or an entity formed under the laws of the People's Republic of China (each a "Chinese Person") nor are you purchasing Krowns or signing on behalf of a Chinese Person.

1.12 Specific information regarding the ICO can be found, either on the site, or in our white paper ([https://kinguin.io/docs/KINGUIN\\_DOT\\_IO\\_Whitepaper\\_2.1.1.pdf](https://kinguin.io/docs/KINGUIN_DOT_IO_Whitepaper_2.1.1.pdf)). Agreeing to the terms, also includes that you have read and understand the contents of the white paper.

## **2. INTELLECTUAL PROPERTY RIGHTS**

2.1 Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Hong Kong, foreign jurisdictions, and international conventions.

2.2 The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted,

distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

2.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

2.4 Kinguin.io may cooperate with independent third parties involved in the provision of Services (e.g. service provider confirmation and verification). It is forbidden to use any trademark, service mark or logo belonging to any third party without prior permission from such a party.

### **3. THIRD-PARTY WEBSITES AND CONTENT**

3.1 The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

3.2 Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

## **4. PRIVACY POLICY**

4.1 We care deeply about data privacy and security. Please review our Privacy Policy [https://kinguin.io/docs/KINGUIN\\_DOT\\_IO\\_PRIVACY\\_POLICY.pdf](https://kinguin.io/docs/KINGUIN_DOT_IO_PRIVACY_POLICY.pdf). By using the Site, you agree to be bound by our Privacy Policy, which supplements these Terms and Conditions.

## **5. TERM AND TERMINATION**

5.1 These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OF THE SITE, OR YOUR ABILITY TO PURCHASE KROWNS.

5.2 In addition to terminating or suspending your access to the site, and/or your ability to purchase Krowns, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **6. MODIFICATIONS AND INTERRUPTIONS**

6.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

6.2 We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

6.3 We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

## **7. GOVERNING LAW**

7.1 These Terms and Conditions and your use of the Site, as well as your purchasing of Krowns, are governed by and construed in accordance with the laws of Hong Kong applicable to agreements made and to be entirely performed within Hong Kong, without regard to its conflict of law principles.

## **8. DISPUTE RESOLUTION**

8.1 The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Estonia, without giving effect to principles of conflicts of law.

8.2 All disputes arising from these Terms will be settled by the negotiations of the parties. If the disputes resulting from these Terms could not be settled by the negotiations of the parties within a reasonable timeframe, the dispute will be solved in the Harju County Court, in Tallinn, Estonia.

## **9. DISCLAIMER**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND PURCHASING OF KROWNS WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND

EXERCISE CAUTION WHERE APPROPRIATE.

## **10. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE AND/OR THE PURCHASING OF KROWNS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

11.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

11.2 YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

11.3 You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.



## **12. PURCHASE LIMITATIONS**

12.1 THE KROWN IS NOT A STOCK OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. KROWNS ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, AND THE OFFER OF KROWNS HAVE NOT BEEN REGISTERED WITH ANY GOVERNMENT ENTITY. KROWNS DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL PROPERTY RIGHTS OF THE KROWN, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE KROWN, AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF THE KROWN.

12.2 PURCHASE OF KROWNS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.

12.3 WE RESERVE THE RIGHT TO REFUSE OR CANCEL KROWN PURCHASE REQUESTS AT ANY TIME IN OUR SOLE DISCRETION.

## **13. MISCELLANEOUS**

13.1 These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

13.2 These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

13.3 If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

13.4 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

13.5 You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

[general@kinguin.io](mailto:general@kinguin.io)