

# Terms of Service Agreement

Updated: December 23, 2017

## GENERAL

Welcome to NimbusToken.com which is owned and operated by Nimbus Token, LLC (The “Company”). By accessing and using the <https://nimbustoken.com> (“we,” “us” or “our”) website (“Site”), you agree to the following terms and conditions that may be modified, changed, supplemented or updated periodically (collectively, these “terms”), as well as all applicable laws and regulations. The Terms of Use Agreement (“Agreement”) affects your legal rights; as a result, we suggest you read it carefully.

If you do not agree to all of the stipulated terms and conditions, you may not use this Website, purchase Nimbus Token (NIM) tokens, nor use any information, links nor content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to comply with each of the terms and conditions established below, including our Privacy Policy and NIM Token Generation Event (TGE) Risk Factors, where are incorporated in these terms and conditions by reference. If you are using our Website on behalf of an organization, that organization accepts these terms and conditions.

These terms may be modified, changed, supplemented or updated by the Company in its sole discretion at any time without advance notice. We suggest that you visit this page regularly to keep up to date with any changes. Your continued use of this Website will confirm your acceptance of these terms and conditions as modified, changed, supplemented or updated by us. If you do not agree to such revised terms, you must stop immediate use of this Website and any information, links or content contained on this Website.

This Agreement governs your access and use of the Site and your purchase of NIM Tokens. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us concerning any products, services, or otherwise. You represent and warrant that you are participating in the NIM Token sale in your

individual capacity as the prospective beneficial owner of the NIM Tokens and not as a representative or agent of a third-party, or a third-party entity (i.e. non-natural person) and you acknowledge and agree that Nimbus Token reserves the right to prohibit persons and third-party entities from participating in the NIM Token sale if they are domiciled in a jurisdiction (domestic or foreign) which prohibits and restricts such participation, including but not limited to, any sanctions program administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury, Financial Crimes Enforcement Network (FinCEN), or Financial Analysis & Transactions Centre (FINTRAC).

## **USE OF WEBSITE**

The purpose of our Website is to provide you with you some general information about the existing platform and the software being developed by the Company.

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## **WEBSITE DISCLAIMER**

**The Site is not intended for use by anyone under the age of eighteen (18). NIM Tokens may not be purchased through the Site by anyone under the age of eighteen (18). By using the Site and/or purchasing NIM Tokens through this Site, you represent and warrant that you (a) are at least eighteen (18) years of age or older, (b) purchasing the NIM Tokens in your individual capacity as the beneficial owner thereof and not as a representative or agent of a third-party or a third-party entity (i.e., non-natural person), (c) have not been previously suspended or removed from the Site, or engaged in any activity that may result in suspension or removal from the Site, (d) have not previously registered on the Site and/or been informed that your application to purchase NIM Tokens was not approved, (e) do not have more than one Account, and (f) have full power and authority to enter into this Agreement and consequently will not violate any other agreement to which you are a party. You acknowledge and agree that the Company reserves the right to prohibit persons and third-party entities from**

**participating in the NIM Token sale if they are domiciled in a jurisdiction (domestic or foreign) which prohibits or restricts such participation, including but not limited to, any sanctions program administered by the USA.**

THE INFORMATION PROVIDED ON THIS WEBSITE 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 ANY LAW OR REGULATION, OR WHICH WOULD SUBJECT THE COMPANY AND/OR ENTITY CREATING THE NIM TOKENS (INCLUDING THEIR AFFILIATES) OR ANY OF THEIR PRODUCTS OR SERVICES TO ANY REGISTRATION, LICENSING OR OTHER AUTHORIZATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY. THE SALE OF NIM TOKENS CONSTITUTES THE SALE OF A LEGAL SOFTWARE PRODUCT UNDER UNITED STATES FEDERAL LAW. THIS PRODUCT SALE IS CONDUCTED BY THE COMPANY, A U.S. PRIVATE LIMITED COMPANY, OPERATING UNDER UNITED STATES FEDERAL LAW. IT IS THE RESPONSIBILITY OF EACH POTENTIAL PURCHASER OF NIM TOKENS TO DETERMINE IF THE PURCHASER CAN LEGALLY PURCHASE NIM TOKENS IN THE PURCHASER'S JURISDICTION AND WHETHER THE PURCHASER CAN THEN RESELL THE NIM TOKENS TO ANOTHER PURCHASER IN ANY GIVEN JURISDICTION. CREATOR OF NIM TOKENS SHALL RESERVE THE RIGHT TO REFUSE SELLING NIM TOKENS TO ANYONE THAT DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS ESTABLISHED HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE CREATOR OF NIM TOKENS MAY REFUSE SELLING NIM TOKENS TO THOSE USERS WHO DO NOT MEET ELIGIBILITY CRITERIA ESTABLISHED BY THE CREATOR OF NIM TOKENS FROM TO TIME IN ITS SOLE DISCRETION. PLEASE BE ADVISED THAT POSSESSING, USING, DISTRIBUTING AND/OR SELLING MARIJUANA IS A FEDERAL CRIME IN THE UNITED STATES, AND NO INFORMATION PROVIDED ON THIS WEBSITE AND/OR CORRESPONDING MATERIALS IS INTENDED TO PROVIDE ANY GUIDANCE OR ASSISTANCE IN COMPLYING WITH US FEDERAL LAW. THIS WEBSITE AND CORRESPONDING MATERIALS PROVIDE A GENERAL

EDUCATIONAL OVERVIEW OF THE BUSINESS IMPLICATIONS OF THE LEGAL CANNABIS INDUSTRY IN THE UNITED STATES, AND DO NOT CONSTITUTE LEGAL ADVICE. TO BE FULLY INFORMED OF THE LAWS APPLICABLE TO CANNABIS IN YOUR AREA, PLEASE CONSULT LOCAL LEGAL COUNSEL. YOU SHOULD NOT USE THIS WEBSITE, THE CORRESPONDING MATERIALS, AND/OR NIM TOKENS TO ENGAGE IN AND/OR AID AND ABETT ILLEGAL ACTIVITIES UNDER US FEDERAL LAW. SUCH ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO: (A) DISTRIBUTION OF MARIJUANA TO MINORS, (B) TRANSPORTING MARIJUANA FROM STATES WHERE IT IS LEGAL TO OTHER STATES, (C) DRUGGED DRIVING AND OTHER ADVERSE PUBLIC HEALTH CONSEQUENCES, (D) GROWING MARIJUANA ON PUBLIC LANDS, (E)

POSSESSION OF MARIJUANA OR USE ON FEDERAL PROPERTY, AND (E) OTHER CRIMINAL ACTIVITY OR VIOLENCE ASSOCIATED WITH THE SALE OF MARIJUANA.

## **DEFINITIONS**

For purposes of this Agreement, “NIM Tokens” refers to a general purpose cryptocurrency, implemented on the public Ethereum blockchain (the “Ethereum Platform”) as an ERC20 token, and intended for use in everyday digital services on the Nimbus Token Platform. NIM Tokens are intended to be used at the currently existing Platform and for all transactions within a NIM TRANSACTION PLATFORM that can be developed in the future.

## **ANTI-MONEY LAUNDERING (AML) REGULATIONS**

If, at any time, the Company determines that it must or should comply with applicable law, regulations or guidance for money services businesses operating in the United States, Nimbus Token, LLC may be required to periodically file details of account activity to the Financial Crimes Enforcement Network (“FinCEN”) and/or the Financial Analysis Transactions Centre (“FINTRAC”). We may also be required to provide

information required by law to other state or federal agencies in the United States and other jurisdictions including, but not limited to, reporting suspicious transactions of \$2,000 or more to FinCEN, and maintaining records regarding transactions of \$3,000 or more (the “Recordkeeping Requirements”).

Since we do not accept transactions, we maintain a Know-Your-Customer (KYC) policy to comply with the Recordkeeping Requirements upon user signup to open a store within the Nimbus Token Platform. The Company aims to reasonably identify each prospective user of NIM Tokens on the platform by cross-referencing user data against governmental watch lists, including but not limited to, Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If your proposed user registration is flagged through our internal controls, we may require additional proof of identification from you. We reserve the right to prohibit any purchases until additional and verifiable proof of identity to our satisfaction is received and you have been approved as a prospective purchaser.

By complying with this Agreement, you acknowledge and agree that that we maintain verification levels that require user participation and verification to obtain, with leveled permissions based on user-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve your desired level of verification, and we reserve the right in our sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect your right to purchase NIM Tokens or withdraw NIM Tokens in your Account, and you indemnify The Company against any losses associated with an inability to purchase or withdraw NIM Tokens based on your verification level.

## **REGISTRATION, ACCOUNT AND COMMUNICATION PREFERENCES**

To purchase NIM Tokens, you will need to register for a NIM Account on the Site (“Account”). By creating an Account, you agree to (a) provide accurate, current and complete Account information about yourself, (b) maintain and promptly update periodically as necessary your Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Site, the NIM Tokens, or your Account. The Company will take all reasonable and practical measures to block multiple accounts of the same user.

You acknowledge and agree that to ensure the safety of the users’ accounts, to counteract money laundering and to enforce its internal security policy, the Company, by default, shall use internal controls and programs for such controls to be maintained. The Company, through these programs and controls, shall collect and store personal and confidential information about the users and their transactions, including personal information about you, provided to us upon registration of your Account or requested by us upon transactions effected, as well as indirect information, including IP-addresses, information about the operating system used, software configuration and other information collected with the use of “cookies” technology to create statistical reports.

The Company may require identification information where there is a basis to conclude or believe the incidence of suspicious activity that may be indicative of illegal activity. Identification of bank accounts may also be required. You accept and agree that in the event where the Company has valid reasons to believe that your Account is directly or indirectly used for money laundering or for any other illicit or illegal activity, or that you have concealed or reported false identification information and other details, and also if there is a valid reason to believe that the transactions effected via your Account were effected in breach of this Agreement, the Company shall be entitled to require you to provide any additional information and documents to clarify the circumstances. Transactions may be frozen and/or delayed until any and all documents are reviewed by us and accepted as satisfying the

requirements of the legislation for counteracting laundering of money from illicit or criminal activities to finance terrorism.

The Company can request from you any additional identifying information and supporting documents at any time at the request of any competent legal or regulatory authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering obtained by illicit or criminal means, or for counteracting the financing of terrorism. In this case, if you do provide incomplete or false information and documents, the Company reserves the right to unilaterally refuse to provide any services to you.

By creating an Account, you also consent to receive electronic communications from us (e.g., via email or by posting notices to the Site). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. The Company may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

## **OPEN SOURCE SOFTWARE**

We may make (but are not obligated to make) the source code for the software we develop available for download as open source software. You agree to be bound by, and comply with, any license agreement that applies to this open source software. You will not indicate that you are associated with us in connection with your use, modifications or distributions of this open source software. When we host any software and enable you to access and use such software through our websites

including this Website, then these terms will apply to such access and use, as well as any license agreements that we may enter into with you.

### **THIRD-PARTY CONTENT**

We may display content from independent third parties through the Site and Content (collectively, “Third-Party Content”). We do not approve of, control, endorse or sponsor any third-parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third-party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites are operational or are current.

### **LICENSE TO ACCESS AND USE OUR SITE AND CONTENT**

Unless otherwise indicated in writing by us, the Site and all content and other materials contained therein, including, without limitation, the Nimbus Token logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Content”) are the proprietary property of The Company or our affiliates, licensors or users, as applicable, and are protected by U.S. and international copyright laws.

You are hereby granted a limited, nonexclusive, nontransferable, non-sub-licensable license to access and use the Site and Content. However, such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Site or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Site or Content, except as expressly permitted by us, and (f) use the Site or Content other than for their



intended purposes. Any use of the Site or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in this Agreement shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of The Company or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in this Agreement, the Site and Content may include software components provided by The Company or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

## **USER CONTENT**

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will

not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity. You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the The Company, Parties (as defined below) or another party due to someone else using your User Content or account. You may not use anyone else's User Content or account at any time without the permission of such person or entity. By posting, uploading, inputting, providing or submitting your User Content to us, you grant The Company, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others. You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at [info@NimbusToken.com](mailto:info@NimbusToken.com), so that we can communicate with you effectively and provide accurate and up to date information to you. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason. Any User Content submitted by you on this Website may be accessed by us globally.

## **TRADEMARKS**

The Nimbus Token logo and any Nimbus Token LLC and Nimbus Token Token (NIM), product or service names, logos or slogans that may appear on the Site are trademarks of The Company or our affiliates and

may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “NIM” or any other name, trademark

or product or service name of The Company or our affiliates without our prior written permission. In addition, the look and feel of the Site, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of The Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by The Company.

## **FEEDBACK**

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about The Company, the Site, NIM TRANSACTION PLATFORM, or the NIM Tokens (collectively, “Feedback”). You agree that submission of Feedback is at your own risk and that The Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant The Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the Site and NIM Tokens. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback.

The purpose of these terms is to avoid potential misunderstandings or disputes if The Company's products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. If you decide to send us feedback, you acknowledge and understand that the The Company and other Parties make no assurances that your Feedback will be treated as confidential or proprietary.

## **AGGREGATE INFORMATION**

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this aggregate data with selected independent third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

## **USER CONDUCT**

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Site or using NIM Tokens. You agree that you will abide by this Agreement and will not:

- Provide false or misleading information to the Company;
- Use or attempt to use another user's account without authorization from such user and The Company;
- Use the Site or NIM Tokens in any manner that may interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or NIM Tokens, or that could damage, disable, overburden or impair the functioning of the Site or NIM Tokens in any manner;
- Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Site or NIM Tokens;

- Reverse engineer any aspect of the Site, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Site;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Site or NIM Tokens that you are not authorized to access;
- Access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;
- Obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- Attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- Harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Site and NIM Tokens, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- Use data collected from our Site and NIM Tokens to contact individuals, companies, or other persons or entities;

- Use data collected from our Site and NIM Tokens for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- Bypass or ignore instructions that control all automated access to the Site or NIM Tokens; or
- Use the Site or NIM Tokens for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this Agreement.
- Use the Ethereum Platform to carry out any illicit or illegal activities, including but not limited to money-laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Ethereum Platform, the NIM Tokens or the NIM TRANSACTION PLATFORM (NTP).
- Publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- Display, upload or transmit material that encourages conduct that may constitute a criminal offense, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- Interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- Create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a NimbusToken.com representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

- Mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- Disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/ packet headers or otherwise manipulating normal identification information);
- Violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- You represent and warrant that (a) you are the rightful owner and entitled to use all NIM Tokens purchased by you; (b) your purchase of NIM Tokens does not violate the rights of any third party or applicable law; and (c) the currency used to buy NIM Tokens corresponds to your actual assets and arrives from legal sources.

## **INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless The Company, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "The Company, Parties "), from and against all actual or alleged The

Company, Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, lawyers' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Content or NIM Tokens, (b) any Feedback you provide, (c) your violation of this Agreement, and (d) your violation of the rights of another. You agree to promptly notify The Company of any third party Claims and cooperate with the The Company, Parties in defending such Claims. You further agree that the The Company, or Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and The Company.

## **DISCLAIMER**

THIS WEBSITE AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY NIMD INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THIS WEBSITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS. EACH OF THE COMPANY, PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, SERVICES, AVAILABILITY, UNINTERRUPTED ACCESS, OR SERVICES OR PRODUCTS PROVIDED THROUGH OR IN



CONNECTION WITH THIS WEBSITE; (B) ANY WARRANTIES THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; (C) ANY WARRANTIES THAT THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS PROVIDED THROUGH IT ARE ERROR-FREE OR THAT DEFECTS IN THIS WEBSITE, ITS CONTENT OR SUCH SERVICES OR PRODUCTS WILL BE CORRECTED; (D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (E) ANY WARRANTIES THAT THIS WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND (F) ANY WARRANTIES OF NON-INFRINGEMENT. THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS WEBSITE. THE COMPANY, OR PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE

WEBSITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

THE COMPANY WILL NOT BE RESPONSIBLE NOR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF NIM TOKENS, INCLUDING BUT NOT LIMITED TO, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR NIM TOKENS. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY WHICH MAY NOT

OTHERWISE BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

NIM IS AN INTANGIBLE DIGITAL ASSET. NIM TOKENS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY NIM TOKENS OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. THE COMPANY DOES NOT GUARANTEE THAT THE COMPANY OR ANY OTHER PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NIM TOKENS.

The Company is not responsible for sustained casualties due to a vulnerability or any type of failure, abnormal behavior of software (note, wallet, contract), blockchains or any other features of the NIM Tokens. The Company is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with NIM Tokens including forks, technical node issues or any other issues having fund losses as a result.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS. AS A RESULT, SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

THE COMPANY MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD-PARTY CONTENT OR THIRD-PARTY SITES AND/OR SERVICES, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON- INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD-PARTY CONTENT OR THIRD PARTY SITES AND/OR

SERVICES OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE THIRD-PARTY CONTENT OR THIRD-PARTY SITES AND/OR SERVICES THAT GIVE RISE TO ANY CLAIM.

We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Site or Content (or any features or functionality of the Site) at any time without notice and without obligation or liability to you.

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are forfeiting any rights that we may have (such as taking future action). If a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

## **ASSUMPTION OF RISK**

You accept and acknowledge all risk factors described in the Nimbus Token Risk Factors document. Furthermore, you accept and acknowledge:

**Cryptocurrencies are inherently unstable and very risky. Purchasers may lose some or all of their purchase in Nimbus Tokens.**

Purchasers of NIM Tokens should expect prices to fluctuate significantly. The information published on the Site cannot guarantee that participants will not lose money.

At any given time in transacting in NIM, there may be limited or no liquidity in the ability to buy and/or sell NIM to effectuate transactions. The Company bears no responsibility for this lack of liquidity in NIM nor in maintaining a support (floor) price for NIM at any time.

NIM will be priced independently by markets and exchanges, similar to any other crypto token. There are many external factors and market forces that influence the price of NIM which are outside the control and purview of The Company.

You are solely responsible for determining what, if any, taxes apply to your NIM Token transactions. Neither The Company nor any other Party is responsible for determining the taxes that apply to NIM Token transactions.

Liquidity refers to the extent to which a market allows assets to be bought and sold at stable prices. Lower liquidity tends to result in a more volatile market (especially when large orders are placed), and it causes prices to change more drastically; whereas higher liquidity creates a less volatile market, and prices do not fluctuate as significantly.

Our Site does not store, send, or receive NIM Tokens. This is because the NIM Tokens exist only by virtue of the ownership record maintained in the Ethereum Platform. Any transfer of NIM Tokens occurs within the Ethereum Platform and not on this Site.

There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third-parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that The Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the NIM Tokens, however caused.

Upgrades by Ethereum to the Ethereum Platform, a hard fork in the Ethereum Platform, or a change in how transactions are confirmed on the Ethereum Platform may have unintended, adverse effects on all blockchains using the ERC-20 standard, including the NIM TRANSACTION PLATFORM.

The regulatory body in the United States governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the NIM TRANSACTION PLATFORM and the utility of NIM Tokens.

The prices of blockchain assets are extremely volatile. Fluctuations in the price of Ether or other digital assets could materially and adversely affect the NIM Tokens, which may also be subject to significant price volatility.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ANY OF THE OTHER PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES, CONTENT OR NIM TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM NIM DIGITAL, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS,

ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF US ARISING OUT OF OR IN ANY WAY RELATED TO

THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE CONTENT, NIM TOKENS, OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED THE GREATER OF \$100 AND THE AMOUNT RECEIVED BY US FROM THE SALE OF NIM TOKENS THAT ARE THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

By using the Website in any manner, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **YOU ALSO GIVE UP YOUR RIGHT**

**TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may

be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or provincial courts located in Province of Ontario, Canada. You hereby irrevocably consent to the jurisdiction of those courts for such purposes. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the province of Ontario without regard to principles of conflicts of law.

## **MODIFICATIONS TO THE SITE AND NIM TOKENS**

We have sole discretion in reserving the right to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or suspend or discontinue issuance of NIM Tokens at any time and without liability therefore.

## **MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and The Company relating to your access to and use of the Sites, and Content and your purchase and use of the NIM Tokens. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of The Company, and The Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.