

## **Kirobo FCT Terms of Service**

Kirobo Ltd. ("**Kirobo**", "**Company**", "**us**", "**our**", or "**we**"), a blockchain company incorporated in the State of Israel, has developed certain services aimed at making cryptocurrency and digital assets management and decentralized applications and automation simpler and more secure. Kirobo offers experimental technology aimed to assist Web2 and Web3 projects to automate transactions while interacting with various third-party decentralized applications in which are activated by the System Activators (the "**Activators**"), the "**Service**" or collectively the "**Services**", "**Apps**" or "**Dapps**". These Terms of Service ("**Terms**") govern your access and use of the aforementioned Services, available through our website ("**Site**"), and the services available through the foregoing Our Privacy Notice, available at this [link](#) ("**Privacy Notice**") governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "**You**" or "**User**" means an individual visiting the Site or using the Services.

Please read these Terms carefully. By clicking on the button marked "I agree" you signify your assent to these Terms. Changes may be made to these Terms from time to time and your continued use of the Services following any changes to these Terms signifies your assent to the amended Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" and do not use the Services.

### **1. Using the Services**

- 1.1. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) you are 18 years of age or older, and have the ability to form a binding contract; (b) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (c) you shall comply with applicable laws, regulations, guidelines, these Terms, and the terms of any third party services you use in connection with the Services throughout your use of the Services.
- 1.2. You are fully and solely responsible for the security of your computer system and/or mobile device and all activities using Kirobo's Services, even if such activities were not committed by you. To the fullest extent permitted by applicable law, Kirobo will not be liable for any losses or damage arising from unauthorized use of the Services. We do not police for and cannot guarantee that we will learn of or prevent, any inappropriate use of the Services.
- 1.3. Kirobo does not hold or have access to your private key, nor does it have any access to your virtual wallet or any of your virtual assets and will never enquire for such access.

### **2. The Services**

#### **2.1. Future Conditional Transaction (FCT)**

Kirobo offers experimental technology aimed to assist Web2 and Web3 projects to automate transactions while interacting with various third-party decentralized applications (the "**Service**").

The Website grants users access to open source documentation and related services, including (without limitation) resources, data and computation services. The Service offered by us or other third-party participants requires payment or otherwise involve the use of an underlying blockchain or other decentralized or permissioned infrastructure (“**Distributed Ledger Technology**”), which may require that you pay a fee, such as “gas” charges on e.g. the Ethereum network, for the computational resources required to perform a transaction on the particular Distributed Ledger Technology (such payments “**Fees**”).

You acknowledge and agree that the Company has no control over any Distributed Ledger Technology transactions, the method of payment of any Fees, if applicable, or any actual payments of Fees, if applicable. Further, our Website or Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

## 2.2. **System Activators**

Subject to these Terms, Kirobo provides you with the opportunity to receive rewards by becoming a System Activator, opening a Liquid Vault and holding a minimum amount of KIRO, decided by the Company and may change from time to time, within the Liquid Vault (Activator Deposit). As a System Activator, you will periodically be asked to send a small transactions in KIRO, in order to activate a transaction for a given user, and upon doing so you will receive a reward in KIRO Token, paid by the users themselves once placing the Service for use. Additionally, you will be rewarded each time a user places a Service Fee. Kirobo reserves the right to revoke your status as a System Activator at any time by withdrawing your Activator Deposit.

## 3. **Fees**

- 3.1. Creating the FCT is free of charge, although, once the condition is met and the Activator shall try to transact the transaction to the network, there must be sufficient funds to complete the main transaction as well as sufficient KIRO in the user’s wallet in order to pay back the gas fees back to the Activator who paid them so the Transaction would go through and a small reward for activating the transaction in the right time.
- 3.2. Use of the Services and/or Dapps is currently by paying a Fee for the selected Services (the “**Fee**”) where such applicable Fee shall be displayed on the Site, before initiating the required Service. For the avoidance of doubt, Kirobo reserves the right to change the Fee for the use of Services in the future by its own discretion and is not responsible for any Fees or usage of third-party dApps.
- 3.3. A Fee may be required to open a Liquid Vault and may change by the Company discretion from time to time.
- 3.4. You will be fully responsible for payment of any commissions payable (to blockchain miners) and/or taxes in connection with any transactions you conduct in connection with the Service.

#### **4. Use Restrictions**

You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Site, or Services without our prior written authorization, including framing or mirroring any part of the Site or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services; (3) use the Site or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Services; (5) intentionally defraud any other users or provide inaccurate or misleading information to other users; (6) use the Services in connection with any illegal transactions; (7) use the Services in connection with any e-wallets that do not belong to you or which you do not have the legal right to connect to the Services; or (8) use the Site Services or content thereon in any manner not permitted by these Terms or applicable law.

#### **5. Intellectual Property**

Kirobo or its licensors, as the case may be, have all right, title and interest in the Site Services, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Site or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Site and/or Services, if any. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Site should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Kirobo or any third party. If you provide Kirobo with any feedback regarding any content or features on the Site and/or Services, Kirobo may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

#### **6. Disclaimers and Disclaimer of Warranty**

6.1. All information and content posted on the Site is for informational purposes only and Kirobo provides no guarantees with respect thereto. Your use of the Site and/or Services is at your sole discretion and risk. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs. We are not a party to any transactions conducted between you and other users, including swaps with Swap Partners. We do not provide financial advice, nor do we recommend any particular transactions. You assume the risks associated with the transactions you conduct and acknowledge that we shall not be liable for any adverse outcomes.

6.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY,

RELATING TO THE SITE AND/OR SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE AND/OR SERVICES; (II) THAT THE SITE OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SITE AND/OR SERVICES.

- 6.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## 7. **Regional Restrictions**

- 7.1. Kirobo Services are not available in jurisdictions which prohibit or restrict the use of the Services and/or the use of digital tokens such as the KIRO Token (the “**Token**”). We reserve the right to suspend or terminate your access to the Services at our sole discretion, immediately and without prior notice, due to regulatory developments in the jurisdiction of your residency or in other relevant jurisdictions.

- 7.2. Citizens, nationals, residents (tax or otherwise) and/or green card holders of each of: (i) United State of America; (ii) European Union; (iii) United Kingdom; (iv) State of Israel; (v) the People’s Republic of China; or (vi) any other jurisdiction which prohibits the possession, dissemination or communication of the available information and/or prohibits Sale or the purchase of Tokens or any such similar activity (collectively the “**Restricted Jurisdictions**”) or any other Restricted Persons are not permitted the use of Tokens and/or cryptocurrencies. The term “Restricted Persons” refers to any firm, company, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is established and/or lawfully existing under the laws of a Restricted Jurisdiction.

By accepting these Terms and Privacy Policy you represent and acknowledge you are not a person from a Restricted Jurisdictions.

- 7.3. The Company’s KIRO Tokens are not intended to constitute securities in any jurisdiction, nor any other form of investment or does not constitute a prospectus or offer of any sort and the Available Information is not intended to constitute an offer of securities or a solicitation for investment in any jurisdiction. The Company does not provide any opinion or any advice to purchase, sell, or otherwise transact with Tokens and the presentation, publication or communication of all or part of the available information shall not form the basis of, or be relied upon in connection with, any contract or investment decision.

## 8. **Limitation of Liability**

- 8.1. Without derogating from any of the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer online systems or equipment, servers or providers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death and any injury or damage to any person's property, including mobile device or computer, resulting from the conduct of any users of the Services, whether online or offline.
- 8.2. IN NO EVENT SHALL KIROBO, ITS OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT KIROBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED US\$50.

## 9. **Changes in Terms**

Please be aware that the terms and conditions of the Services may change over time. We reserve the right to discontinue or make changes to any Services. We may change these Terms, and we may add to or delete from these Terms, and the updated version will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and you do not agree with a change, you may close your Account(s) before the effective date of the change, which shall be your sole remedy. The continued maintenance of your account or any other use of the Services following the effective date of any change will constitute your acceptance of such change and subject you to the modified Terms.

## 10. **Indemnification**

Without derogating from any of the foregoing, you agree to indemnify, defend, and hold harmless Kirobo, and its employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your account and/or computer and/or mobile device, password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Site or Services; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under applicable law. You may not

settle or compromise such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.

#### **11. Third-Party Content**

We may provide you with third-party link, including but not limited to the Chain Analysis service for assessing risks of transaction partners. We make no promises regarding any content, goods or services provided by such third parties and all use of third-party websites and applications is at your own risk. Additionally, we do not accept responsibility for any payments processed or submitted through third-party websites and applications or for the privacy policies of such third parties. We do not endorse any products offered by third parties and we urge our users to exercise caution in using third-party products.

#### **12. Notices**

Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.

#### **13. Miscellaneous**

These Terms shall be governed solely by the laws of the State of Israel, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in the State of Israel shall have exclusive jurisdiction to hear any disputes arising hereunder. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Kirobo or enables you to act on behalf of Kirobo. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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