

KYUBEX – TERMS AND CONDITIONS

By accessing and/or using the site, the user accepts these Terms and Conditions (the 'Terms').

The Terms are nothing more than a binding contract between the parties.

The Company reserves the right to change the Terms at any time without prior notice.

Use of the site after the Terms and/or Conditions have been changed implies acceptance thereof.

In case of disagreement with any changes, you must terminate the link immediately. The following applies to these Terms:

Definitions.

Account:

means an account opened by the user in the ecosystem through the site. The user can access the account on different devices by entering the correct account credentials.

The account can only be accessed by the user with the corresponding login and password.

"Applicable Law":

any law, rule, statute, subordinate legislation, regulation, order, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, directive or other requirement or guideline published or in effect at any time that applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"Currency":

A currency issued by the government or central bank of a country.

"Intellectual Property" means all patents, patent applications, industrial designs, trademarks and trademark applications, software, all copyrighted objects, including, without limitation, programs, text and content, translations, images, video, graphics, music, owned by the Company or duly licensed to the Company so that the Company has the legal right to use them.



"Comany":

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Web: www.bbscontrol.com
Support: helpdesk@kyubex.com

Crowdfunder / Customer:

The natural or legal person who has concluded a contract with the company.

Wallet:

Software programme that stores keys.

The software can interact with different blockchain networks.

With this wallet, the customer / Crowdfunder can send and receive digital payment units.

ICO:

Issuance of crypto-assets specifically programmed for financing projects and startups.

ICO L2L:

Is reward-based crowdfunding.

Rewards-based crowdfunding: a form of crowdfunding in which consumers or companies invest an amount against a reward via a website or an Android / iOS app.

In writing:

By letter, e-mail, fax or any other means of communication that, in view of the current state of the art in civil society, can be equated with this.

"Cryptocurrency":

means Bitcoin, Ethereum, EKY, Litecoin and other cryptocurrencies depending on user account settings. The Company may edit, expand and change the list of available cryptocurrencies at any time.



"Force Majeure Event" means

any event beyond the reasonable control of the party, including, but not limited to, extraordinary weather conditions, earthquake or other natural disaster, war, insurrection, riot, labour dispute, accident, government action, communications, power failure, interruption of banking services

o malfunction of equipment or software, including network divisions or 'forks' or unforeseen changes in a computer network on which the Services are based.

Licence:

means a non-exclusive, non-transferable, revocable, limited licence granted by the Company to the User to use the ecosystem through the Website and/or the Application for the purpose of holding, saving or exchanging cryptocurrency.

"Payment Service Partner" means the Company's partner that provides payment processing services to the Company and exchanges the User's (government issued) money into cryptocurrency and vice versa.

"Ecosystem":

The Kyubex Tokenization Platform ecosystem includes a number of diversified platforms for activities pertaining to cryptocurrencies and the financial world, however, such platforms are intended to be leased to third parties upon verification, on a case-by-case basis, of the necessary licenses to operate.

Services

shall mean any and all services that the Company provides to the User via the ecosystem.

Terms":

shall mean these terms and conditions.

GENERAL PROVISIONS.

The Terms establish a contractual relationship and set out rights and obligations for the Company and the User.

The Company provides access to the ecosystem via website and/or application, License to use the software within the ecosystem, provides the Services for the User. The User creates accounts free of charge, without any registration fee.

Some of the Services within the Ecosystem require fees from the User (e.g. possible exchange fees); these fees are described in these Terms. The Website has all the Services and the Application does not have all the Services available in the current version, other Services will be implemented in future versions.



An order to use the Services that are absent in the current version of the Application, You must access Your account on the Website.

The Website and the Application are linked and integrated with each other, so you can create your account on the Website and then access this account in the Application with your credentials or vice versa.

The Company is not a depository institution and your account is not a depository account. Eligible digital assets are not legal tender. The ecosystem has its own native offchain technology that allows you to send instant transfers to other users between different products within the ecosystem.

Future cryptocurrency assets will be managed as a hot/cold wallet on the blockchain, the user sees the amount of assets directly within the products of the ecosystem depending on the type of product he/she decides to use with a given cryptocurrency.

SCOPE OF APPLICATION.

The general terms and conditions apply to all legal relationships between the Crowdfunder and the company.

The conditions also apply to all agreements with the company for the realisation of which third party services are to be involved.

The applicability of the general terms and conditions or other conditions of the Crowdfunder is expressly excluded.

If one or more provisions of these general terms and conditions are invalid, the remaining provisions of these terms and conditions shall remain in full force and effect.

These general terms and conditions may be amended or supplemented at any time.

The amended general terms and conditions shall also apply to agreements already concluded, subject to a period of one month following the written publication of this amendment. The company has the right to involve third parties in the execution of its agreements.

If the Crowdfunder in its agreement includes terms or conditions that differ from or are not included in these terms and conditions, these are only binding for the company if they have been expressly accepted by it in writing.



ELIGIBILITY AND GUARANTEES

When creating an account, you declare under your own responsibility that:

Is of legal age and has full capacity to accept the Terms and perform any activity available in the ecosystem;

You are not a citizen and/or resident of a restricted territory; your account will be used for personal use only; you will not create or attempt to create an account on the Application under any name other than your own; and you will not use your account to transact business on behalf of any third party;

You will not have more than one verified account for the same ID: if you upload the same ID, your account will be rejected by the Company; You have not previously been suspended or removed from using the Ecosystem;

The EU will not use the Services or any part of the Services if the applicable laws in his country prohibit him from doing so in accordance with these Terms.

Upon the Company's sole request, you must provide proof of identity, such as proof of photo and address (utility bill or bank statement) in order to comply with the Company's KYC, KYB, KYT, AML, CFT processes.

The Company may request these documents from you at any time and block your account if you do not submit the documents and/or if the Company suspects that your documents are not true.

If the user uses the products and/or services of payment service partners within the ecosystem one of these payment service partners may request certain documents and/or information from the user.

The Crowdfunder indemnifies the company against all legal claims relating to data, information, websites and the like stored by the Crowdfunder.

It is hereby guaranteed that the information contained in the user's project is true, accurate, up-to-date and complete. If the Company suspects that you have made false statements or inaccurate, outdated or incomplete information, the Company has the right to suspend or terminate your account and refuse any and all current or future use.

ASSUMPTION OF RISK.

Before using the Services, you must ensure that you understand the risks involved. You agree to assume the risks set forth in the Terms and other risks not set forth herein but nevertheless related and connectable thereto.

You acknowledge and agree that the Company shall not be liable for any loss

direct or indirect damage of any kind resulting directly or indirectly from the use of the services.

In the event that the conditions stipulated in this article are not fulfilled, the company shall not be liable for damages suffered as a result of fraud.

The Crowdfunder shall indemnify the company against all legal claims relating to data, information, websites and the like stored by the Crowdfunder



INTELLECTUAL PROPERTY.

The ecosystem, website and application are the intellectual property of the Company and all source code, databases, functionality, software, designs, audio, video, text, photographs and graphics on the website and all service marks and logos contained therein are owned or controlled by or licensed to the Company and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws, foreign jurisdictions and international conventions.

The website and application are provided "AS IS" for your personal use only.

No part of the Website or Application and no intellectual property within it may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose, without the prior written permission of the Company.

The Company grants the User a non-exclusive, non-transferable, revocable, limited licence to access and use the Ecosystem in accordance with the Terms. You agree that the Company shall not be liable for any losses you may incur as a result of your use of this limited license.

ACCEPTABLE USE.

When accessing or using the ecosystem, you agree not to:

Use the intellectual property in any manner that could interfere with, disrupt, adversely affect, or prevent other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the operation of the Services in any way;

Use the Services to pay for, support or otherwise engage in illegal gambling activities; fraud; money laundering; terrorist activities; other illegal activities;

Use any robot or other automated means or interface not provided by us to access our Services or to extract data;

Encourage or induce any third party to engage in any of the activities prohibited by the Terms or by law in the jurisdiction of your citizenship and/or residence.

The Company reserves the right, at its sole discretion, to change, modify, add, remove or terminate this licence at any time for any reason.



All content in the User's profile, including but not limited to photos, images, text descriptions of the User shall be the intellectual property of the User.

The Company is not responsible for the User's intellectual property.

The User confirms that the content of the User's profile does not cause any infringement of the INTELLECTUAL PROPERTY rights of third parties and complies with the legislation of the User's country of citizenship.

TOKENS.

The Company provides different types of tokens, each of which has its own metrics, terms and conditions; a detailed view of each type of token is annexed to this document and also available in the protected section of the site accessible through username and password and during "onboarding" during registration.

The vision of the information notice is a mandatory element in order to proceed with the acquisition of tokens.

PARTICIPATION.

Participation in Crowdfunding initiatives by the Crowdfunder is optional and can only be done through cryptocurrencies, the company does not accept participations in FIAT currency or cash.

TYPE OF CROWDFUNDING.

The type of crowdfunding takes place through ICO (Initial Coin Offer) against the disbursement of a certain number of virtual tokens with a metric better specified in the summary document of the token purchased. Those who agree to participate in an ICO are obliged to read these general terms and conditions, the information on tokens and the following official ESMA document regarding the risks associated with this type of fundraising:

https://www.esma.europa.eu/sites/default/files/library/esma50-157-1391_crypto_advice.pdf

LIMITATION OF LIABILITIES.

The Services are provided "as is" and "as available". The Company expressly disclaims all warranties of any kind.



In no event shall the Company, the Company's directors or shareholders, employees or agents be liable for any damages or losses of the User, including, without limitation, incidental, indirect, special or consequential damages, loss of use, loss of profits or loss of data, arising out of or in any way connected with the use of or inability to use the Services ecosystem or any materials provided by the Company to the User.

The User shall indemnify and hold the Company harmless from and against any direct and consequential loss, damage, liability, cost or expense that the Company may incur due to or in connection with the User's activities.

The Company shall not be liable for any damages caused by incompleteness and/or inaccuracies attributable to the User. The Crowdfunder accepts the special circumstances that may arise in the service provided by the Company via the Internet and the (technical) imperfections that may arise, such as the inability to obtain (full) access, the failure to provide and/or supply and/or process an order in a timely manner, malfunctions and/or defects in the website, local and/or underlying hardware and/or network connections and/or software on which the platform and/or external services that the platform uses run.

With the exception of the intent and gross negligence of the company, it is not liable for these special circumstances, or for any consequences of (temporary) failure or not being fully reachable or available from the website or in the event of delays and/or malfunctions and/or not fully operational of the website.

If an error is made because the Crowdfunder has provided the company with incorrect or incomplete information, the company shall not be liable for any resulting damages. The Crowdfunder shall indemnify the company for claims by third parties for damages caused by the Crowdfunder providing incorrect or incomplete information to the company, unless the Crowdfunder proves that the damage is not related to any omission on his part or is caused by the company's wilful misconduct or gross negligence. The company is only liable for direct damage.

It is never liable for indirect damages, including but not limited to business damages, loss of production, turnover and/or loss of profit, costs related to the realisation of the object, depreciation of products, loss of savings and damages due to business stagnation.

The damage to be compensated by the company is always limited to the amount of the deposit.



USER'S DEVICE.

You acknowledge and agree that, in connection with your use of the Services via the Website and/or the Application, you will be responsible for the following, at your own expense:

Obtaining all hardware, software and communications services necessary for use of the Website and/or Application in accordance with the Terms;

Installing anti-virus or other mobile security software on your device to protect against any security or other vulnerability that may arise in connection with your use of the Website and/or Application in accordance with the Terms. Notwithstanding the foregoing, the Company assumes that all instructions received from your device on the Website or Application were made by the rightful owner. You are solely responsible for keeping your device secure and maintaining adequate security and control of your username, password and shall also be solely responsible for any access and use of your account on the Website and/or Application through your device, notwithstanding that such access may have been made without your knowledge, authority or control.

When you discover that the device on which the Application is installed is lost or stolen or has been accessed or used in an unauthorised manner, you must notify the Company of the loss/theft or unauthorised use by email. In addition, the Company advises you to log in to your account on the Website or any other device and reset your password as soon as possible.

DURATION AND TERMINATION, MODIFICATIONS.

The Terms shall remain in force and effect while you use the Ecosystem. The contract is concluded with effect from registration.

The Company reserves the right, at its sole discretion and without prior notice or liability, to deny access to and use of the Ecosystem and the Services (including the blocking of certain IP addresses) to any person for any or no reason. In this case, the Company must transfer all of the user's funds that are in the user's account as of the date the user account is deleted to the user's other crypto wallet outside of the ecosystem. If the Company terminates or suspends the user's account, the user is prohibited from registering and creating a new account with the user's real name, a fake name or the name of a third party.

In addition to terminating or suspending the User's account, the Company reserves the right to take appropriate legal action, including but not limited to pursuing civil, criminal, and civil damages.



The Company may at any time without prior notice permanently or temporarily discontinue the operation of the Application.

In such case the User may continue to use the Website and all funds will be saved in the User's account.

The Company reserves the right to change the Terms at any time at its sole discretion. The Company will inform the User of the changes by automatic notification on the Website and within the Application, but will not request any action to ensure that the User agrees.

If the User does not agree with the revised version, the User must immediately terminate his/her access to and use of all Services.

If the User continues to use the Services, the modified Terms will have legal force for the User and the User's actions will constitute acceptance of the modified Terms.

APPLICABLE LAW AND JURISDICTION.

The Terms and all disputes, controversies and differences arising out of or relating to the Terms, including any question regarding its existence, validity or termination, shall be construed, enforced and governed in all respects in accordance with the laws of the state of Hungary, without giving effect to its conflict of laws principles. All actions or proceedings arising out of the following Terms shall be tried and contested exclusively in the Arbitration Court of the Chamber of Commerce and Industry.

FINAL PROVISIONS.

If, due in whole or in part to any Force Majeure Event, the Company is delayed or prevented from complying with the Terms, such delay or non-compliance shall not be considered a breach of the Terms and no loss or damage shall be claimed by the Company.

DUTIES.

It is your responsibility to determine what taxes, if any, apply as a result of your use of the Services and it is your responsibility to report and remit the correct tax to the appropriate tax authority.

In the event that any provision of the Terms is unenforceable by law, the validity or enforceability of the remaining provisions shall not be affected.

To the extent that any provision of the Terms is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable.

The provisions of the Terms shall, where possible, be construed to uphold their legality and enforceability.



ASSIGNMENT.

The Terms shall be binding on your successors, heirs, personal representatives and assigns.

You may not assign or transfer any of your rights or obligations under the Terms without the prior written consent of the Company, which may be withheld in the Company's sole discretion.

The Company may assign rights or delegate duties under the Terms in its sole discretion.

Relationship of the Parties.

Nothing in the Terms is intended to, nor shall it create any partnership, joint venture, agency, consultancy or trust.

THE ENTIRE AGREEMENT.

The Terms constitute the entire agreement between the parties with respect to the subject matter described herein and supersede all prior agreements and understandings, written or oral, between the parties.

Contact information.

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