

## TERMS OF CONDITION

Last updated 29.05.2020

### AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and NimbleGo (“Company”, “we”, “us”, or “our”), concerning your access to and use of the <https://nimblego.co> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

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 of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use 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 of Use by your continued use of the Site after the date such revised Terms of Use are posted.

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. 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.

## INTELLECTUAL PROPERTY RIGHTS

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 the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use NBLy. Except as expressly provided in these Terms of Use, 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.

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.

## USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

## PURCHASES AND PAYMENT

We accept the following forms of payment:

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in cryptocurrencies.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

#### PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

#### USER GENERATED CONTRIBUTIONS

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such,

any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;

13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site or the Marketplace Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site and the Marketplace Offerings.

#### CONTRIBUTION LICENSE

You and Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Marketplace Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Marketplace Offerings.

## TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE MARKETPLACE OFFERINGS (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 OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE MARKETPLACE OFFERINGS OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS AND INTERRUPTIONS

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 Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings.



We cannot guarantee the Site and the Marketplace Offerings 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. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Marketplace Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Marketplace Offerings during any downtime or discontinuance of the Site or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

## DISPUTE RESOLUTION

### Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 7 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Marketplace Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES 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 THIS 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.

#### 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, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing NBLine 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. 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. 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.

#### MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to 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 of Use shall not operate as a waiver of such right or provision. These Terms of Use 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. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

#### NIMBLEGO TOKEN SALE

These Terms govern the NBL Tokens Initial Coin Offering (ICO) process including purchase of NBL Tokens from the Company during sale period (ICO) from 06.06.2020 to 20.06.2020. Company may request to provide evidence of payment from Purchaser.

The Company has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by these Terms.

3. Purchase Procedure. Purchase procedure for NIMBLEGO Tokens including registration, payment and distribution, is described in detail on the Site.

4. Terms and Conditions of NBL Token. Also, the NBL Token terms and conditions are as set forth in the White Paper (since it is custom for blockchain community in respect of sale of goods which are similar to NBL Tokens) located at Site, which terms are incorporated herein by reference.

5. Cancellation; Refusal of Purchase Requests. The purchase of NBL Tokens from the Company is final upon the distribution of NBL Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. The Company reserves the right to cancel any NBL Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In such case, Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third-party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any.

6. Acknowledgment and Assumption of Risks. You acknowledge and agree that by purchasing, owning, and using NBL Tokens, you expressly acknowledge and assume the following risks:

(a) Risk of Losing Access to NBL Tokens Due to Loss of Private Key(s), Custodial Error, or Your Error. A private key, or a combination of private keys, is necessary to control and dispose of NBL Tokens stored in your digital wallet or vault. Accordingly, loss of the requisite private key(s) associated with your digital wallet or vault storing NBL Tokens will result in loss of such NBL Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your NBL Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store NBL Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your NBL Tokens. Additionally, your failure to precisely follow the procedures set forth for buying and receiving NBL Tokens, including, for instance, if you provide an incorrect personal wallet address, or provides an address that is not trc-10 compatible, may result in the loss of your NBL Tokens.

(b) Risks Associated with the Tron Protocol. Because the NBL Tokens are based on the Tron protocol, any malfunction, breakdown or abandonment of the Tron protocol may have a material adverse effect on NBL Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the NBL Tokens, including the utility of the NBL Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Tron protocol.

(d) Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Site or the NBL Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

(e) Risks Associated with Markets for NIMBLEGO Tokens. If secondary trading of NBL Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no

regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to NBL Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

(f) Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, NBL Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of NBL Token or loss of utility value, there is no public insurer or private insurance arranged by the initiator to offer recourse to you.

(g) Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of the NBL Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulations with respect to such technology and its applications, including NBL Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law or regulations affecting distributed ledger technology and its applications. Regulatory actions could negatively impact NBL Tokens in various ways, including, for purposes of illustration NBLy, through a determination that the purchase, sale and delivery of the NBL Tokens constitutes unlawful activity or that the NBL Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof.

Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

(h) Risks Arising from Taxation. Tax treatment and characterization of NBL Tokens is uncertain. You must seek your own tax advice in connection with purchasing NBL Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, indirect taxes and tax reporting requirements. (i) Risks Arising from Lack of Governance Rights. Because NBL Tokens confer no governance rights of any kind with respect to the Company and the owner of the Platform, all decisions involving the Platform or the Company itself will be made by the Company and the owner of the Platform at their sole discretion, including but not limited to, decisions to discontinue the Platform, to create and sell more NBL Tokens for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the utility of any NBL Tokens you own.

(j) Risks Associated with Lack of Information. Purchasers may not be able to obtain all information it would want regarding the Company, the NBL Tokens, the Platform, or the NBL Token ICO on a timely basis or at all. It is possible that Purchasers may not be aware on a timely basis of material adverse changes that have occurred. While the Company has made efforts to use open-source development for the NBL Tokens, this information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, Purchasers may not have accurate or accessible information about the Platform.

(k) Risks Associated with Transfer Restrictions. The NBL Tokens have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), the securities laws of any state or the securities laws of any other jurisdiction and therefore cannot be offered, sold, pledged or otherwise transferred, except as described in the section entitled "Transfer Restrictions" in these Terms. These restrictions may adversely impact your ability to resell the NBL Tokens or the price at which you may be able to resell them, if at all. NIMBLEGO Tokens are not redeemable at the option of the holder and holders of NBL Tokens will not have the right to withdraw their capital. It is not contemplated that the NBL Tokens will ever be registered. Each Purchaser must represent that it will NBLy sell or transfer its NBL Tokens in accordance with the restrictions set forth under "Transfer

Restrictions” in these Terms and in a manner permitted by applicable laws and regulations. Consequently, Purchasers must be prepared to bear the risk of an investment in NBL Tokens for an extended period of time.

(l) Unanticipated Risks. Cryptographic tokens such as NBL Tokens are a new and untested technology. In addition to the risks included above, there are other risks associated with your purchase, possession, and use of the NBL Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed above.

NONE OF THE INFORMATION PRESENTED ABOVE IS INTENDED TO FORM A BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION, OR (III) ANY ACTION RESULTING FROM SUCH INFORMATION.

7. Representations and Warranties. In connection with the purchase of the NBL Tokens, you represent to Company the following:

(a) You are aware of the terms and conditions of the NBL Tokens and have acquired sufficient information about the NIMBLEGO Tokens to reach an informed and knowledgeable decision to acquire the NBL Tokens.

(b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the NBL Tokens.

(c) You understand that the NBL Tokens confer NBLy the rights described in these Terms and White Paper, and confer no other rights of any form with respect to the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(d) You shall not purchase NBL Tokens for any uses or purposes other than to use NBL Tokens as provided in the White Paper and these Terms, including, but not limited to, any investment, speculative or other financial purposes.

(e) YOU UNDERSTAND THAT THE NBL TOKENS ARE NOT DIGITAL CURRENCY, SECURITY, COMMODITY OR ANY OTHER KIND OF FINANCIAL INSTRUMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAW OF ESTONIA, THE SECURITIES ACT AND SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER COUNTRY, INCLUDING THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH PURCHASER IS RESIDENT.

(f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the NBL Tokens or any use of these Terms, including the legal requirements within its jurisdiction for the purchase of the NBL Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.



(g) Your purchase, payment for, and continued beneficial ownership of the NBL Tokens will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of NBL Tokens.

(i) You understand that Site these Terms, as well as White Paper, can be translated into several languages, but NBLy the information placed in English shall bound the Parties of this Terms. Versions of websites and documents translated into other languages are for informational purposes NBLy.

(j) You understand that you shall be guided by that version of White Paper which is put on Site at the moments of NBL Tokens purchase or later.

(k) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

(l) You understand that the Company cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser's jurisdiction law shall prevail. The Purchaser entering into relationship with the Company shall oblige its jurisdiction law.

#### 8. Indemnification.

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's 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 ("**Company Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) purchase or use of NBL Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws. (b) Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under Section 8(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

#### 9. Disclaimers.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE NBL TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE NBL TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE NBL TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE NBL TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE NBL TOKENS OR THE DELIVERY MECHANISM FOR NBL TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

#### 10. Limitation of Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE NBL TOKENS OR OTHERWISE RELATED TO THESE TERMS, 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); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE NBL TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE NBL TOKENS.

(b) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

#### 11. Transfer Restrictions.

(a) The issuance and sale of the NBL Tokens have not been registered under the Securities Act or any other applicable securities laws and, unless so registered, to the extent the NBL Tokens are deemed to be securities, the NBL Tokens may not be offered, sold, pledged or otherwise transferred, including without limitation, within the United States or to or for the account of any U.S. Person, as defined in the Securities Act ("**U.S. Person**"), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws.

(b) Each Purchaser will be deemed to represent, warrant, and agree as follows:

- (i) I am fully in compliance with these Terms.
- (ii) I am acquiring the NBL Tokens solely for my own account and not as nominee or custodian for another

person or entity. (iii) I am not:

- (A) a U.S. Person;
  - (B) acquiring NBL Tokens as nominee or custodian for another person or entity;
  - (C) executing the application for purchasing NBL Tokens within the United States; or
  - (D) acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons
- (iv) I did not acquire and will not transfer any NBL Tokens within the United States of America, its territories or possessions (jointly "**United States**").

- (v) I did not engage (except as specifically authorized by the Company) and will not engage in any activity relating to the sale of NBL Tokens in the United States.
- (vi) the acquisition of NBL Tokens under these Terms and further use or transfer of NBL Tokens do not violate the laws of my jurisdiction.

12. Release. To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include NBLy those claims, which you may know or suspect to exist in your favour at the time of agreeing to this release. 13. Governing Law. 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.

14. Dispute Resolution; Arbitration.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND NBL AIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

- (a) The law of the Republic of Estonia shall apply to these Terms.
- (b) 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.

15. Miscellaneous.

(a) Entire Agreement. These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Amendments. These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of NBL Tokens.

(c) Binding Agreement. These Terms provide the legally binding terms and conditions for the sale and purchase of the NBL Tokens. By purchasing the NBL Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of NBL Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to "you" shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) Successors and Assigns. Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) Severability. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(f) Headings. The article headings of these Terms are included for the convenience NBLy and shall not affect the construction or interpretation of these Terms.

(g) Acceptance. You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of NBL Tokens.

(h) Termination. Company may terminate this Agreement with any one of you, i.e. to refuse the further service.

OUR TERM OF CONDITION IS STILL IN DEVELOPING STAGE  
IF YOU HAVE ANY QUESTION OR PROPOSAL WRITE US AN EMAIL  
**INFO@NIMBLEGO.CO**