

Terms of Use

By accessing and using the <https://nimbusplatform.io/> platform or otherwise website (herein referred to as the "Website"), you agree to the following terms of use as they may be modified, changed, supplemented or updated from time to time (collectively, these "terms"), as well as all applicable laws and regulations relative to your place of residence or the jurisdiction whereby you are accessing the Website. Please read the following terms and conditions carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference. If you are using our Website on behalf of your organization, that organization accepts these terms.

These terms may be modified, changed, supplemented, or updated by Nimbus ("Nimbus Platform", "we", "us" or "our") 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 as modified, changed, supplemented or updated by us. If you do not agree to such revised terms you must stop using this Website and any information, links or content contained on this Website.

Definitions

"Applicable Law" means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to this 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;

"Nimbus Platform" or "dApp" means the code developed, owned and released by Nimbus and available for to access via website and mobile, including all content and services made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

"Nimbus Platform Services" or "Services" refers to the Site, Nimbus dApps, Service Content and all related features, services, content and applications (including those described at Clause 2.1) which Nimbus may make available to you from time to time in respect of your Stored Digital Asset.

"Digital Asset" means any sort of cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets not falling within the classification of a financial instrument in terms of the Maltese Virtual Financial Assets Act of 2018.

"Digital Asset Conversion" shall have the meaning ascribed to the term in Clause Below;

"Digital Asset Transfer" shall have the meaning ascribed to the term in Clause 2.1(d);

"Digital Asset Wallet" shall have the meaning ascribed to the term in Clause 2.1(a);

"Enabled Device" means the mobile communications or other device successfully registered by you for use in connection with the Nimbus Platform;

"Fees" means all fees imposed by us for the use of the Nimbus Services and/or Digital Asset Wallet;

"Force Majeure Event" means an event or failure which is beyond our reasonable control including (i) Acts of God, nature, court or government; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of acts of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labour disputes, wars, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Nimbus Services;

"Fork" has the meaning given to it in Clause Below;

"Fork Network" has the meaning given to it in Clause Below;

"include/including" means to include without limitation;

"Instructions" means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) referable to you;

"Payment Service Partners" has the meaning given to it in Clause Below;

"Permitted Bank" has the meaning given to it in Clause Below

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Service Content" means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site and Nimbus Platform;

"Site" means the website at <https://nimbusplatform.io/>;

"Stored Digital Asset" shall have the meaning ascribed to the term in Clause 2.1(a);

"Taxes" means any taxes, duties or fees that incurred, required to be collected, paid or withheld for any reason in connection with your use of the Services under any Applicable Law;

"Terms" or "T&Cs" means these terms and conditions, including all Annexes;

"Trademarks" shall have the meaning ascribed to the term in Clause 11.1(a);

“Transaction History” means transaction history and details on a specific Digital Asset Wallet;

“Unsupported Forked Network” has the meaning given to it in Clause Below;

“Virtual Digital Asset” shall have the meaning ascribed to the term in Clause 9.1;

“we/us/our” means Nimbus Platform;

“you/your” means, jointly and severally, the individual(s) who is/are the user(s) of the Nimbus Platform Services.

Use of Website

The purpose of our Website is to facilitate a multi-sided market place of applications and services in Financial Technology (FinTech) to users. You must not breach any of the following terms or our Acceptable Use Policy set out below.

The Services

The Nimbus Platform Services shall comprise the following services:

Nimbus facilitates a multi-sided market place of applications and services in Financial Technology (FinTech) to users.

- (a) An ecosystem of distributed applications (dApps) including Cryptocurrency, peer to peer lending, borrowing, Ethical DeFi, crowdfunding dApps;
 - a. The dApps might be owned by Nimbus Platform; however, Nimbus reserves the right to introduce other dApps as they meet its standard by third parties for a fee in its markets place.

(b) a fiat currency conversion service under which you may convert fiat currency into any type of Stored Digital Asset to be held in user’s Digital Asset Wallet (“Fiat to DA Conversion”);

(c) a Digital Asset conversion service under which the user may convert Stored Digital Asset into other Stored Digital Asset (“Digital Asset Conversion”); and

(d) a Digital Asset transfer service under which the user may transfer any Stored Digital Asset to another recipient, which may be the Digital Asset Wallet of another user of the Nimbus Platform Services or an external recipient (“Digital Asset Transfer”);

(e) any incentive program(s) (including but not limited to any kind of reward, cashback, Digital Asset staking or referral programs) that may be launched via the Nimbus Platform dApps or the Site from time to time; and

(f) Crypto Invest, a Digital Assets portfolio & trading tool;

(g) any user that has connected his/her metamask, and as the result, has received airdrops (ERC20) or (BEP20) agrees to the conversions of assets; and has no claim or rights to the balance introduced on Phase I of Nimbus.

We reserve the right to and without liability to you to:

(a) update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Nimbus Platform Services or change any features, module/component or content thereof;

(b) decline, suspend, cancel, reverse, void or partially execute any Fiat to DA Conversion, Digital Asset Conversion or Digital Asset Transfer instruction; or

(c) reverse, cancel or refuse to honor any pay-out for any incentive programs regardless of your entitlement.

We reserve the right to suspend, restrict or terminate your access to any or all of our Services and to deactivate your account, including without limitation:

(a) where it is our reasonable opinion that we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject in any jurisdiction;

(b) upon reasonable suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms such as by opening multiple accounts or abusing of any of our incentive schemes;

(c) upon reasonable suspicion that a transaction is erroneous;

(d) upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorized manner;

(e) upon any reasonable suspicion or money laundering, terrorist financing, fraud or any other financial crime; or

(f) whereby any of your wallets/you are subject to pending litigation, investigation or government proceedings.

In the event that we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 2, we will (to the extent that it is not unlawful for us to do so) provide you with adequate notice of such termination of Services. Suspensions from the use of our Services will be reversed only as soon as reasonably practicable once the reasons for refusal no longer exist. We are under no obligation to execute any suspended, reversed or terminated transactions at the same price or on the same terms.

We do not guarantee that any specific content, component and/or feature will always be available on the Nimbus Platform Services.

Risk of Using Digital Assets

All transactions involving Digital Assets involve certain risks. In this regard, once submitted to a blockchain network, such a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the blockchain network.

A transaction is not complete while it is in a pending state. Virtual Digital Assets that are in a pending state will be designated accordingly, and the relevant Stored Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.

The risk of loss in holding of Digital Assets can be substantial. You should therefore carefully consider whether holding Digital Assets is suitable for you in light of your financial condition. In considering whether to hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. If you use Nimbus Services which allows you and/or third parties to access and hold Stored Digital Asset private keys, you acknowledge that we are not responsible for safeguarding such keys and that we are not responsible for any loss of Stored Digital Asset resulting from theft, loss, or mishandling of Stored Digital Asset private keys outside our control.

We are not responsible for the Digital Asset market, and we make no representations or warranties concerning the real or perceived value of Digital Assets as denominated in any quoted currency. Although we provide historical and/or real-time data regarding the price of Digital Assets, we make no representations regarding the quality, suitability, truth, usefulness, accuracy, or completeness of such data, and you should not rely on such data for any reason whatsoever. You understand and agree that the value of Digital Assets can be volatile, and we are not in any way responsible or liable for any losses you may incur by holding or trading Digital Assets, even if the Nimbus Services delayed, suspended, or interrupted for any reason.

We do not provide investment advice and any content contained on the Site should not be considered as a substitute for tailored investment advice. The contents of the Site should not be used as a basis for making investment decisions and is not intended as an attempt to market or promote any type of Digital Asset.

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 third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. 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 work or are up to date.

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 Nimbus 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 Nimbus Platform, 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 support@nimbusplatform.io, 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.

Feedback

If you decide to submit questions, comments, suggestions, ideas, original or creative materials or other information to us (collectively, "Feedback"), you do so on your own accord and not based on any request or solicitation from us. Feedback does not include User Content. 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 Nimbus Platform'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 Nimbus Platform 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 kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

Intellectual Property

Nimbus Platform and its licensors retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission.

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If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Nimbus or any third party, whether by estoppel, implication or otherwise.

Account Usage and Prohibited Uses

Account Usage NIMBUS accounts shall be used by account registrants and authorized persons only. In this regard, NIMBUS reserves the right to suspend, freeze, or cancel the access or use of NIMBUS services by any other persons other than the account registrant. If you suspect or become aware of any unauthorized access or use of your username and password, you shall notify NIMBUS immediately. NIMBUS shall have no liability for any losses or damages arising from the access or use of NIMBUS account by you or any third party with or without your authorization

Nimbus maintains a policy of strict regulatory compliance. Nimbus will not accept deposits from the following known addresses: (i) "Mixing" services which attempt to obfuscate the source of funds; (ii) Peer-to-peer and other exchanges which do not perform Know Your Customer (KYC) screening as part of their onboarding process.; (iii) Any amount of funds from gambling sites; and, iv) Any amount of funds known to belong to darknet marketplaces. Nimbus retains the right to return funds and freeze/close accounts as necessary upon receipt of deposits from these sources. Please note that any attempt to circumvent these policies will also result in similar action.

Acceptable Use Policy

You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

- (a) 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;
- (b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- (c) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- (d) violate any applicable laws or regulations;
- (e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;
- (f) 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 Nimbus representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

- (g) 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;
- (h) 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);
- (i) 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;
- (j) 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;
- (k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material;
- (l) 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;
- (m) obtain unauthorised 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;
- (n) 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;
- (o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;
- (p) 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;
- (q) You shall not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of any of our programs, systems or products.
- (r) use any part of this Website other than for its intended purpose; or
- (s) use this Website to engage in or promote any activity that violates these terms.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us 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 (collectively, the "Nimbus Parties") from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your access to or use of our Website, products or services; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of these Terms.

We reserve the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Nimbus Platform.

Risk Disclosure

By accessing or using Nimbus Services via the Website, you expressly acknowledge and assume the risks as follows:

Risk of loss in value Digital Assets are not issued by any central banks or national, supra-national, or quasi-national organizations. They are also not backed by any hard assets or other credit. The value of Digital Assets are affected by several factors, including but not limited to, the total number of Digital Assets in existence, the continued willingness of market participants to exchange government issued currency for Digital Assets, purchasers' expectations with respect to the rate of inflation of fiat currencies, purchasers' expectations with respect to the rate of deflation of cryptocurrencies, interest rates, currency exchange rates, cyber theft of cryptocurrencies from online digital wallet providers, or news of such theft from such providers or individuals' digital wallets, investment and trading activities of large investors, monetary policies of the governments, trade restrictions, currency devaluations and revaluations, regulatory measures, the global or regional political, economic or financial events and situations. Thus, all these factors shall affect the value of Digital Assets, which may result in the permanent partial or total loss of the value of a particular Digital Asset. No one shall be obliged to guarantee the liquidity or the market price of any of the Digital Assets deposited by you into NIMBUS account. The volatility and unpredictability of the value of Digital Assets relative to the government-issued currency may result in a significant loss over a short period of time.

The regulatory regime governing Digital Assets The regulatory framework relating to Digital Assets remains unsettled, and any laws, regulations, or guidelines may be significantly revised and amended which shall materially and adversely affect the value of Digital Assets and your services on NIMBUS Platform as follows.

Regulations of the use, transfer, and exchange of Digital Assets in various jurisdictions are currently undeveloped or underdeveloped and likely to evolve rapidly. One or more countries shall take regulatory actions in the future that severely restricted, which may directly or indirectly affect or restrict NIMBUS Services provided to Users.

To the extent that NIMBUS may be required to obtain licenses, permits, and/or approvals in any jurisdictions to offer NIMBUS Services, but are unable to obtain such Regulatory Approvals or if such Regulatory Approvals are not renewed or revoked for any reasons, the Users in such jurisdictions shall be unable to access or use NIMBUS Services.

It is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting the use, transfer, and exchange of Digital Assets. In the case where NIMBUS may be requested or forced to suspend or discontinue or to change the operation of NIMBUS Services in any jurisdictions required by laws and the authorities, your NIMBUS may be frozen for an indefinite period of time until the matter is solved. You shall be responsible for determining whether the use of NIMBUS Services is legal in your jurisdiction, and you shall not access or use NIMBUS Services if they are illegal in your jurisdiction. If you are uncertain on the legal status of Digital Assets in your jurisdiction, please seek independent advice from your legal advisor.

Technical and System Failure affected the obligations stipulated in these Terms NIMBUS may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect

NIMBUS's infrastructure network, which includes Nimbus Website. NIMBUS is unable to anticipate when there would be the occurrence of hacks, cyber-attacks, mining attacks, including but not limited to double-spend attacks, majority mining power attacks and selfish-mining attacks, distributed denials of services or errors, vulnerabilities or defects in Nimbus Website, Nimbus Token(s), Users' accounts, Users' wallets or any technology, including but not limited to smart contract technology. Also, NIMBUS is unable to detect these hacks as mentioned earlier, mining attacks, cyber-attacks, distributed denials of services errors vulnerabilities or defects in a timely manner and does not have sufficient resources to efficiently cope with multiple services incidents happening simultaneously or in rapid succession. In addition, NIMBUS's network or Services, including the NIMBUS Platform, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond NIMBUS's control. Although NIMBUS has taken steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the NIMBUS Platform and its services, there can be no assurance that cyber-attacks, such as distributed denials of service, shall not be attempted in the future, and that NIMBUS's enhanced security measures shall be effective. Any significant breach of NIMBUS's security measures or other disruptions resulting in a compromise of the usability, stability and security of NIMBUS's network or services, including the NIMBUS Platform, may adversely affect the Nimbus Tokens.

NIMBUS shall have no liability for any delay, error, interruption or failure to perform any obligation under these Terms where the delay or failure is directly or indirectly resulting from any causes beyond NIMBUS's control, including but not limited to;

Failure or interruption in public or private telecommunication networks, communication channels or information system;

Acts or omission of acts of a party for whom we are not responsible;

Delay, failure or interruption in, or unavailability of, third-party services;

Nimbus plans to institute a comprehensive KYC and AML policies on rolling basis as more dApps and products are launched on the Platform; all users agree to submit to KYC and AML rules with due notice by the Platform in such time as the KYC/AML regime is constituted by the platform.

YOU UNDERSTAND AND AGREE THAT YOU USE NIMBUS SERVICES AT YOUR RISKS. THIS CLAUSE IS NOT EXHAUSTIVE AND DOES NOT DISCLOSE ALL THE RISKS ASSOCIATED WITH DIGITAL ASSETS AND THE USE OF SERVICES. THEREFORE, YOU ARE RECOMMENDED TO CAREFULLY CONSIDER WHETHER SUCH USE IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL POSITIONS.

Swaps

Nimbus services also include the Swap feature which is offered through the Nimbus Platform. The Swap feature allows Users to swap Digital Assets, owned by one User for Nimbus Tokens that are held by DAO (Distributed Autonomous Organization) on behalf of Nimbus. Swap shall be executed solely and exclusively within the NIMBUS platform under the terms of the license and services agreement between Nimbus Bank Limited and YLD Limited; and the User shall receive Nimbus tokens deposited exclusively to User's Nimbus

tokens wallet. When the User submits a Swap order via the NIMBUS Platform, the User authorises NIMBUS to record a Swap transaction of your cryptocurrency from your Digital Wallet address to your Nimbus Token(s) wallet address. Where applicable a fee may be included within the transaction.

NIMBUS may change the fee structure from time to time, changes to fees are effective as of the effective date indicated in the posting of the revision of these Terms and Conditions and or notified through the website or email communication and will apply to any transfers that take place following the effective date of such revised fees structure.

Swap values are limited to a maximum United States Dollar value per twenty-four (24) hour period, this value will be displayed in the NIMBUS platform application Swap feature and is subject to revision within the platform.

On any swaps from previously transferred digital assets; or future airdrops, the user agrees to the conversion rate as set by Nimbus.

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 KIND 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 NIMBUS PLATFORM 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 NIMBUS PLATFORM PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

In addition, to the maximum extent permitted by law, none of the Nimbus Platform Parties shall be responsible or liable for:

(a) any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of this Website or any of its content;

(b) any reliance on, or decision made on the basis of, information or material shown on or omitted from this Website;

(c) any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on this Website (if any) and any representation or otherwise that we have or will ask for a candidate's information, will or have asked to interview or hire a candidate, or that any candidates will meet our needs;

(d) any matter affecting this Website or any of its content caused by circumstances beyond our reasonable control;

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Nimbus Tokens

Nimbus issued tokens are not offering of securities – nor do they constitute ownership of shares in a legal entity. With Distributed Autonomous Organization (DAO) the decision-making process of defined dApps is digitalized through smart-contract mechanism. Therefore, a traditional administration and organization decision-making is automated and democratized to the holders of tokens (hereby referred to as “Governance Tokens”). Any equities offering present or in the past is in form of Governance Token ownership to the user. Governance Tokens and further types of tokens shall have a notional value comparable to other digital currencies and denominated upon conversion to the United States Dollar (USD). The offering of such tokens with a notional value corresponding USD does not represent an offering of securities under the Securities Act of 1933 or 1934.

The Nimbus tokens notional value, although initially assigned to by Nimbus, are subject to market conditions and the value assigned by the market participants in Decentralized or Centralized Exchanges for Digital Assets.

Nimbus Token trade in Decentralized or Centralized Exchanges does not constitute of purchase and sale of securities. The fees collected by the Website and Nimbus Platform for swap, exchange, issuance, delivery, settlement, or otherwise fees through this DeFi product are not commission. Such fees that are collected on the ecosystem are network fees. All fees are collected by the means of digital asset, with an equivalent conversion to USD through a third-party benchmark. No actual USD shall be collected by the platform.

As user, you are responsible for storage and maintenance of the digital wallet(s), accounts, and transfers that are compatible with the software and hardware specs of Nimbus Tokens.

Any user that has connected their metamask agrees to the transition of Nimbus Platform from Phase I to Phase II (Nimbus DeFi), and has no rights or claims to receive balance from Phase I.

General

These terms are governed by the laws of the state where company is incorporated. All claims arising out of or relating to these terms will be litigated exclusively in the courts of the Cayman Islands and we and you consent to personal jurisdiction in those courts.

All terms and services, including on company's communications are in English. The Users in other language agree and consent to that the English communications of the Nimbus Platform may not be offered in other languages, or if offered in other language, they may be incomplete. By consenting to this document, and using of the website; you indemnify Nimbus from providing terms and conditions, communications, services, and website in any other language that English.

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If it turns out that 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.

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