



User Agreement

- 1.1.2 - 30th December 2021 -

OUR SERVICE ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A "RESTRICTED PERSON"). WE DO NOT MAKE EXCEPTIONS; THEREFORE, IF YOU ARE A US PERSON, THEN DO NOT ATTEMPT TO USE OUR SERVICE OR SITE AND IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE ANY OF THE SERVICES, AS DEFINED BELOW.

Welcome to Kaliza! These terms and conditions (the "Agreement") should be read by you (the "User" or "you") in its entirety prior to your use of Kaliza's service or products. Be aware that this Agreement constitutes a legally binding agreement between you and Kaliza (referred to herein as "Kaliza", "Kaliza Pad", "us" or "we") which owns and operates the website on the Internet and the Service (the "Service") at www.kaliza.io ("Site"). You consent to adhering to all the terms set forth in this Agreement when/if you are provided with an "I Agree" button and clicking on it.

1. GENERAL USE AND GRANT OF LICENSE

1.1. Kaliza grants the User a non-exclusive, personal, non-transferable right to use the Service on your personal computer or other device that accesses the Internet in order to access and use the services available and described on the kaliza.io website (the website and all its functionality together being the "Service"), subject to the terms and conditions contained herein.

1.2. The Service is not for use by (i) minors and individuals under the age of 18 years, (ii) individuals who can be considered minors or under the age of majority adulthood in their specific jurisdiction(s) (iii) individuals accessing or using the Service from any jurisdiction in which it is illegal to do so. Kaliza does not have the ability to verify the legality of the Service in every jurisdiction, therefore it is entirely up to the User to determine whether or not their use of the Service is lawful.

1.3. Kaliza and its licensors are the sole holders of all rights in and to the Service and code, technology, organization and structure, architecture, including copyright, trade secrets, intellectual property and other rights. You may not: copy, create derivative works, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the Kaliza website or the Service; or use the Service that in any way is prohibited by applicable laws or regulations (each of the above herein defined as an "Unauthorized Use").

1.4. Kaliza reserves any and all rights implied or otherwise, which are not expressly granted to the User hereunder and retain all rights, title and interest in and to the Service. You agree that you will be solely liable for any damage, costs or expenses arising out of or in connection with the commission by you of any Unauthorized Use. You shall notify Kaliza immediately upon becoming aware of the commission by any person of any Unauthorized Use and shall provide Kaliza with reasonable assistance with any investigations it conducts in light of the information provided by you in this respect.

1.5. The term "Kaliza", its domain names and any other trade marks, or service marks used by Kaliza as part of the Service (the "Trade Marks"), are solely owned by Kaliza. In addition, all content on the website, including, but not limited to, the images, pictures, graphics, photographs, animations, videos, music, audio and text (the "Site Content") belongs to Kaliza

and is protected by copyright and/or other intellectual property or other rights. You hereby acknowledge that by using the Service, you obtain no rights in the Site Content and/or the Trade Marks, or any part thereof. Under no circumstances may you use the Site Content and/or the Trade Marks without Kaliza's prior written consent. Additionally, you agree not to do anything that will harm or potentially harm the rights, including the intellectual property rights of Kaliza.

1.6. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Kaliza Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Kaliza Launchpad Account(s).

1.7. No Investment Advice or Brokerage. For the avoidance of doubt, Kaliza does not provide investment, tax, or legal advice, nor does Kaliza broker trades on your behalf. All Kaliza trades are executed automatically, based on the parameters of your order instructions and in accordance with posted Trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. Kaliza may provide educational information about Digital Currency, as well as Digital Currency not supported by Kaliza, in order to assist users in learning more about such Digital Currency. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. Kaliza does not recommend that any Digital Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Kaliza will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by Kaliza.

2. NO WARRANTIES

Kaliza disclaims any and all warranties, expressed or implied, in connection with the Service which is provided to you "as is" and we provide you with no warranty or representation whatsoever regarding its quality, fitness for purpose, completeness or accuracy. Regardless of Kaliza's efforts, Kaliza makes no warranty that the service will be uninterrupted, timely or error-free, or that defects will be corrected.

3. OPERATION OF DIGITAL CURRENCY PROTOCOLS.

We do not own or control the underlying software protocols which govern the operation of Digital Currency reference or purchased through the Site or Service. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including "forks"). Any such material operating changes may materially affect the availability, value, functionality of the Digital Currency you acquire. Kaliza does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider available information in determining whether to continue to use a Service or Site for the affected Digital Currency. In the event of any such operational change. You acknowledge and accept the risks of operating changes to Digital Currency protocols and agree that Kaliza is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Kaliza has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with currencies or protocols.

4. AUTHORITY / TERMS OF SERVICE

You agree to the rules of the Service provided and described on the kaliza.io website. Kaliza retains all authority over the issuing, maintenance, and closing of the Service. The decision of Kaliza's management, concerning any use of the Service, or dispute resolution, is final and shall not be open to review or appeal.

5. YOUR REPRESENTATIONS AND WARRANTIES

5.1. There is a risk of losing cryptocurrency & other funds of value when using the Service and Kaliza has no responsibility to you for any such loss.

5.2. Your use of the Service is at your sole option, discretion and risk.

5.3. You are solely responsible for any applicable taxes which may be payable on cryptocurrency traded or transacted by you through your using the Service.

5.4. The telecommunications networks, blockchain networks (such as Solana) and Internet access services required for you to access and use the Service are entirely beyond the control of Kaliza and Kaliza shall have no liability whatsoever for any outages, slowness, capacity constraints or other deficiencies affecting the same.

5.5. If you are aged 18 or over, you are of the age of majority in your jurisdiction, you are accessing the Service from a jurisdiction in which it is legal to do so, you are not a Politically Exposed Person (PEP) not are you on any U.S., Canada or EU Sanctions lists or terrorism finance watchlists, and that you will inform Kaliza immediately if you enter onto one of these lists or change your residence to a prohibited jurisdiction.

5.6. You warrant that should you discover a bug or error that may lead to an exploit of the Service or other loss of funds from Kaliza, you have the responsibility to notify Kaliza at contact@kaliza.io in a timely manner. Furthermore, any attempt by you to use such a discovered exploit or bug for illicit financial gain is illegal and strictly prohibited under this Agreement. Kaliza reserves the right to prosecute to the fullest extent of the law anyone who exploits or attempts to exploit the Service in an unlawful manner.

6. PROHIBITED USES

Prior to your use of the Service and on an ongoing basis you represent, warrant, covenant and agree that:

6.1. The Service is intended solely for the User's personal use. The User is only allowed to use the Service for personal use, and may not create multiple accounts, including for the purpose of collusion and/or abuse of service.

6.2. The Service is provided as is, and any exploitation of the Service or errors in program logic and/or code (bugs) constitutes a Prohibited Use and a material breach of this Agreement. Any funds the user may misappropriate in this manner pursuant to this clause shall be considered void and the immediate property of Kaliza, without limit.

6.3. Persons located in or residents of Canada, the United States, North Korea, Iran, Venezuela or any other jurisdiction in which it is prohibited from using the Service (the "Prohibited Jurisdictions") are not permitted to make use of the Service. For the avoidance of doubt, the foregoing restrictions on Service from Prohibited Jurisdictions applies equally to residents and citizens of other nations while located in a Prohibited Jurisdiction. Any attempt to circumvent the restrictions on usage by any persons located in a Prohibited Jurisdiction or Restricted Jurisdiction, is a breach of this Agreement. An attempt at circumvention includes, but is not limited to, manipulating the information used by Kaliza to identify your location and providing Kaliza with false or misleading information regarding your location or place of residence. Any and all monies (including cryptocurrencies) of a person located in a Prohibited Jurisdiction on the Service are VOID, and can be confiscated or may be returned to the person at Kaliza's sole discretion.

7. KNOW YOUR CUSTOMER ("KYC") AND ANTI-MONEY LAUNDERING ("AML") POLICY

7.1. Kaliza Pad reserves the right, at any time, to ask for any KYC documentation it deems necessary to determine the identity and location of a User. Kaliza Pad reserves the right to restrict service and payment until identity is sufficiently determined.

7.2. Kaliza further reserves the right to share submitted KYC information and documentation to 3rd parties to verify the authenticity of submitted information, and the end user (you) agree to this by using the Service.

7.3. Kaliza reserves the right to confiscate any and all funds that are found to be in violation of relevant and applicable anti-money laundering (AML) and countering terrorism financing (CFT) laws and regulations, and to cooperate with the competent authorities when and if necessary. AML & SANCTIONS COMPLIANCE. Kaliza expressly prohibits and rejects the use of the Service for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations, consistent with various jurisdictions' laws, regulations and norms. To that end, the Service is not offered to individuals or entities on any Politically Exposed Persons (PEP) lists, or subject to any United States, European Union, or other global sanctions or watch lists. By using the Service, end users represent and warrant that they are not on any such lists.

8. BREACH

8.1. Without prejudice to any other rights, if a User breaches in whole or in part any provision contained herein, Kaliza reserves the right to take such action as it sees fit, including terminating this Agreement or any other agreement in place with the User and/or taking legal action against such User.

8.2. You agree to fully indemnify, defend and hold harmless Kaliza and its shareholders, directors, agents and employees from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: your breach of this Agreement, in whole or in part; violation by you of any law or any third party rights; and use by you of the Service.

9. LIMITATION OF LIABILITY AND NO WARRANTY.

9.1. In no event shall Kaliza, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for any amount greater than the value of the Kaliza digital currency on deposit in your Kaliza account(s) or for any lost profits, diminution in value or business opportunity, any loss, damage, corruption or breach of data or any other intangible property or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the Kaliza site or the Kaliza services, or this agreement, even if an authorized representative of Kaliza has been advised of or knew or should have known of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose, except to the extent of a final judicial determination that such damages were a result of Kaliza's gross negligence, fraud, willful misconduct or intentional violation of law. this means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that Kaliza failed to process a buy or sell transaction properly, your damages are limited to no more than the purchase price of your digital currency at issue in the transaction, and that you may not recover for lost profits, lost business opportunities, diminution in value or other types of special, incidental, indirect, intangible, exemplary, punitive or consequential damages in excess of the value of the Kaliza digital currency at issue in the transaction. some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

9.2. The Kaliza services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory to the maximum extent permitted by applicable law, Kaliza specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. Kaliza does not make any representations or warranties that access to the site, any part of the Kaliza services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. Kaliza does not guarantee that any order will be executed, accepted, recorded or remain open. Except for the express statements set forth in this agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Kaliza services and Kaliza site. Without limiting the foregoing, you hereby understand and agree that Kaliza will not be liable for any losses or damages arising out of or relating to: any inaccuracy, defect or omission of digital currency price data, any error or delay in the transmission of such data, or interruption in any such data.

9.3. Kaliza makes no representations about the accuracy, order, timeliness or completeness of historical Digital Currency price data available on the Site. Kaliza will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Kaliza makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

10. COMPLAINTS AND DISPUTES

10.1. If a User wishes to make a complaint, please contact Kaliza's customer service team at contact@kaliza.io. Should any dispute not be resolved to your satisfaction you may pursue remedies in the governing law jurisdiction set forth below.

10.2. Class action waiver: to the extent permissible by law, all claims must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, collective action, or representative proceeding (collectively "class action waiver"). the arbitrator may not consolidate more than one person's claims or engage in any class arbitration. you acknowledge that, by agreeing to these terms, you and Kaliza are each waiving the right to a trial by jury and the right to participate in a class action.

10.3. The Agreement and any matters relating hereto shall be governed by, and construed in accordance with, the laws of Colombia. You irrevocably agree that, subject as provided below, the courts of Colombia shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waive any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this clause shall limit the right of Kaliza to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

11. GENERAL PROVISIONS

11.1. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Kaliza. Always log into your Kaliza Pad Account(s) through the Kaliza Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

11.2. If you have a dispute with one or more users of the Kaliza Services, you release Kaliza, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Kaliza, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

11.3. In no event shall Kaliza, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for any amount greater than the value of the supported digital currency on deposit in your Kaliza Pad account(s) or for any lost profits, diminution in value or business opportunity, any loss, damage, corruption or breach of data or any other intangible property or any special, incidental, indirect, intangible, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of the Kaliza site or the Kaliza Pad services, or this agreement, even if an authorized representative of Kaliza has been advised of or knew or should have known of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose, except to the extent of a final judicial determination that such damages were a result of Kaliza's gross negligence, fraud, willful misconduct or intentional violation of law. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that Kaliza failed to process a buy or sell transaction properly, your damages are limited to no more than the value of the supported digital currency at issue in the transaction, and that you may not recover for lost profits, lost business opportunities, diminution in value or other types of special, incidental, indirect, intangible, exemplary, punitive or consequential damages in excess of the value of the supported digital currency at issue in the transaction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

11.4. The Kaliza services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by applicable law, Kaliza specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. Kaliza does not make any representations or warranties that access to the site, any part of the Kaliza Pad services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. Kaliza does not guarantee that any order will be executed, accepted, recorded or remain open. Except for the express statements set forth in this agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use and access of the Kaliza Pad services and Kaliza site. Without limiting the foregoing, you hereby understand and agree that Kaliza will not be liable for any losses or damages arising out of or relating to: any inaccuracy, defect or omission of digital currency price data, any error or delay in the transmission of such data, or interruption in any such data.

11.5. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Kaliza as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement),

and every nature between and among you and Kaliza. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

11.6. We may amend or modify this Agreement by posting on the Kaliza Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Kaliza Services, or suspension or termination of your access to the Kaliza Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

11.7. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Kaliza affiliates or subsidiaries, or to any successor in interest of any business associated with the Kaliza Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

11.8. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

11.9. In the event that Kaliza is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

11.10. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Kaliza Account cancellation, debts owed to Kaliza, general use of the Kaliza Site, disputes with Kaliza, and general provisions, shall survive the termination or expiration of this Agreement.

11.11. You agree that the laws of Colombia, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Kaliza, except to the extent governed by international law.

11.12. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

11.13. This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.

12. CRYPTOCURRENCIES

Cryptocurrencies values can fluctuate greatly in value depending on market conditions. The user warrants that it is aware of the volatile nature of cryptocurrencies, and holds Kaliza harmless for any loss or damages arising from such volatility.

