

Disclaimer of Warranties

ALL INFORMATION AVAILABLE AT OUR SITE IS PROVIDED ON “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOUTSPRO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SITE AND THE SERVICES IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE SERVICES YOU OBTAIN THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, WILL BE OF A CERTAIN QUALITY, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR THE TECHNOLOGY THAT MAKES IT AVAILABLE, ARE IMMUNE TO HACKER ACTIVITY, ELECTRONIC OR NON-ELECTRONIC TAMPERING, COMPUTER CRIME OR THEFT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE AND SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. YOU (AND NOT WE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT BoutsPro DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS POSTED ON THE SITE.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL BOUTSPRO (FOR PURPOSES OF THIS SECTION, "BoutsPro" OR "WE" INCLUDES BoutsPro'S EQUITY HOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS, REPRESENTATIVES OR AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE SITE OR THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE AND THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OF INFORMATION THROUGH THE SITE, INJURY TO PERSONAL PROPERTY, BODILY INJURY OR EMOTIONAL DISTRESS, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY AGREE THAT WE WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR THE SERVICES. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SITE OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF ETH 0.01.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification

You agree to defend, indemnify and hold harmless BoutsPro, our subsidiaries and affiliated companies, and their officers, employees, directors, contractors and agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to or/and use of the Site, the Services or the Content; (b) your violation of this Agreement, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with any User. BoutsPro may assume the exclusive defense and control of any matter for which you have agreed to indemnify BoutsPro and you agree to assist and cooperate with BoutsPro in the defense or settlement of any such matters.

English Language

In the event of a conflict between these Terms and a foreign language version of our Terms of Use, the English language version of these Terms govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

International Use

We do not represent or warrant that the Site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, including laws regulating the export of data. We may limit the availability of the Site, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing the Site is prohibited from territories where the Site's Content is illegal.

You represent and warrant that you are in compliance with all laws, restrictions and regulations administered by Governmental Entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), entities and persons (collectively, "Embargoed Targets").

You represent and warrant that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law. You agree to comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, you agree not to (a) directly or indirectly export, re-export, transship or otherwise deliver any products, services, technology or information of any portion thereof to an Embargoed Target or (b) broker or otherwise facilitate any transaction in violation of any Economic Sanctions Laws.

Modifications

We may occasionally modify the Terms of Use or the Privacy Policy. All changes will be effective upon posting on the Site. You can determine when the Terms of Use or the Privacy Policy were last revised by referring to the “Last Updated” legend at the top of the page. You agree to be bound by any such changes if you continue to use the Site after such changes have been posted. We may change, restrict access to, suspend or discontinue the Site, or any portion of the Site, at any time.

Right to Discontinue Services; Termination

BoutsPro may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, the Site, the and the Services (or any part thereof) and/or deactivate or cancel your BoutsPro account or Project. You may also cancel your BoutsPro account at any time by sending us an email at info@BoutsPro.com. Termination may result in the forfeiture and destruction of all information associated with your account. You may terminate your account by following the instructions on the Service, but we may retain your account information after you terminate in accordance with our regulatory, accounting, and legal compliance procedures. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR TERMINATION OF YOUR ACCESS TO THE SITE OR THE SERVICES. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Copyright Notice Policy

BoutsPro respects copyright law and expects its Users to do the same.

No Legal Advice

Nothing contained in this Agreement or the Service constitutes legal advice. If you have any questions regarding your legal rights and legal obligations, you should consult with your attorney.

Notification Procedures

You agree that BoutsPro may provide notifications to you via email, hard copy notice, or through posting on our Site.

Ownership

Owning BoutsPro tokens does not in any way grant their holder any ownership or right to property in BoutsPro. However the community's opinions and feedback may be taken into account, BoutsPro tokens do not give any right to participate in decision making or any direction of business development related to the BoutsPro Operations & Work.

Absence of guarantees of income or profit

There is no guarantee that BoutsPro tokens will grow in value. If it happens, there are no guarantees that the rate of BoutsPros will not decrease, including significantly, due to some unforeseen events, or events over which the developers have no control, or because of force majeure circumstances.

Risks associated with Ethereum

Some BoutsPro tokens can be issued on the Ethereum blockchain. Therefore, any failure or malfunctioning of the Ethereum protocol may lead to the trading network of BoutsPro tokens working unexpectedly.

Regulatory uncertainty

Blockchain technologies are subject to supervision and control by various regulatory bodies around the world. BoutsPro tokens may fall under one or more requests or actions on their part, including but not limited to restrictions imposed on the use or possession of digital tokens such as BoutsPros, which may slow or limit the functionality or repurchase of BoutsPro tokens in the future.

By sending cryptocurrency to purchase BoutsPro tokens from us, you represent and warrant that:

- (a) Your purchase of BoutsPro tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to,
 - (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the BoutsPro tokens and entering into contracts with the BoutsPro,
 - (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and
 - (iii) any governmental or other consents that may need to be obtained;
- (b) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of BoutsPro tokens; and
- (c) You are not a citizen or resident of a geographic area in which acceptance of delivery of the BoutsPro tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.

The regulatory status of the BoutsPro 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 regulation with respect to such technology and its applications, including the BoutsPro tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including BoutsPro tokens. Regulatory actions could negatively impact the BoutsPro tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the BoutsPro tokens constitutes unlawful activity or that the BoutsPro 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. BoutsPro 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.

BoutsPro tokens are not an investment

BoutsPro tokens are not official or legally binding investments of any kind. BoutsPro digital tokens are designed to be used inside KICKONOMY to pay for the launch of crowdfunding projects, to purchase various attributes for crowdfunding projects, and for other internal processes and payments within the infrastructure of the BoutsPro and KICKONOMY. In case of unforeseen circumstances, the objectives stated in this document may be changed. Despite the fact that we intend to reach all goals described in this document, all persons and parties involved in the purchase of BoutsPro tokens do so at their own risk.

Quantum computers

Technical innovations, like the development of quantum computers, may pose a danger to cryptocurrencies, including BoutsPro tokens.

Risk of losing funds

Funds collected in fundraising are in no way insured. If they are lost or lose their value, there is no private or public insurance representative that buyers can reach out to.

Returning funds

If a campaign does not end successfully, is canceled by its Project creator or moderators, the funds are returned to the wallets of those users who transferred funds to the wallet of the smart campaign. Fees charged by BoutsPro are non-refundable even if a campaign does not end successfully.

Risks of using new technologies

BoutsPro tokens are a new and relatively untested technology. In addition to the risks mentioned in this document, there are certain additional risks that the team of the BoutsPro platform cannot foresee. These risks may manifest themselves in other forms of risk than those specified herein.

Crowdfunding

The BoutsPro platform disclaims any and all responsibility or liability in relation to any obligations made by Project creator of crowdfunding campaigns to Backers who bought their digital tokens on the BoutsPro platform. The BoutsPro is not a part of a contract between Project creator of crowdfunding campaigns and their Backers.. The function of the BoutsPro platform is only to provide online software fundraising tools to individuals and entities that wish to raise cryptocurrencies for causes and projects they care about. The Project creator is solely responsible for fulfilling the promises made in their project.

Integration

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Contract. All previous agreements, discussions, presentations, warranties, and conditions are combined in this document. There are no warranties, representations, conditions, or agreements, express or implied, between the parties, except those explicitly stated in this Agreement. This Agreement may be changed or amended only by a written document duly executed by the parties.

Miscellaneous

Reservation of Rights. We reserve all rights not expressly granted by this Agreement.

Dispute resolution. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. In the event of a dispute, the courts of the Republic of Singapore shall have absolute and exclusive jurisdiction.

Material Terms. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by us to provide the Site.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of this Agreement.

Assignment; Waiver. You may not transfer, assign or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

Complete Agreement. This Agreement, including any references mentioned and incorporated herein, together with such changes as may be subsequently made by we, constitutes the complete agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties assisting in the operation of the Site with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral. This Agreement may not be amended by the user. This Agreement supersedes any previous quotations, correspondence, or other communications, written or oral, between you and us.

Questions about Our Terms of Use

If you have any questions or concerns regarding this Agreement, you may contact us by e-mail at contact@bouts.pro