



AKM GLOBAL
WE SERVE THE WORLD

GENERAL TERMS AND CONDITIONS

for users acquiring AKM Coins

August 2017

AKM Global

www.akminvest.com

READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT <https://akminvest.com/> (“Website”) AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

AKM Global RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. IN PARTICULAR, AKM Global IS LIKELY TO CHANGE THESE TERMS AFTER THE DEVELOPMENT OF THE PRODUCT (Restaurants) AND THEIR PUBLIC LAUNCH. THESE TERMS ARE MOSTLY FOCUSED ON THE DISTRIBUTION OF AKM COINS.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY AKM Global, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN AKM Global OR THE WEBSITE OR THE PRODUCTS OFFERED THERETO. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND AKM Global SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT AS SOFTWARE. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.

ACQUISITION OF CRYPTOGRAPHIC COINS FROM AKM Global DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES IN AKM Global OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC COINS, ISSUED BY AKM Global IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER REVENUE RIGHT.

AKM Global CRYPTOGRAPHIC COINS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC COINS AND AKM Global DOES NOT PROVIDE EXCHANGE OF AKM Global CRYPTOGRAPHIC COINS FOR FIAT CURRENCY. AKM Global ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE COINS.

AKM Global 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 THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

1. TERMS

1.1. The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) **“Digital Asset”** are coins, available in particular public blockchain network, in this case Ether.
- (b) **“ETH”** or **“Ether”** shall mean value coin of the Ethereum blockchain called **“ether”**.
- (c) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing Product featuring smart contract (scripting) functionality.
- (d) **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (e) **“AKM Global IP”** has the meaning, set out in 12.1
- (f) **“AKM”** means AKM Coin.
- (g) **“Maximum Threshold”** has the meaning, set out in 4.9.
- (h) **“Product”** has the meaning, set out in 2.1
- (i) **“Project”** shall have the meaning, set out in section 2.
- (j) **“Terms”** means these General Terms and Conditions.
- (k) **“Third-party Wallet”** is a solution, enabling users to store their Digital Assets and AKMs.
- (l) **“Total AKM Number”** has the meaning, set out in 4.2.
- (m) **“VAT”** means value added tax of relevant jurisdiction, if applicable.
- (n) **“Website”** shall mean <https://akminvest.com/>.

2. PROJECT

- 2.1. The aim of AKM Global is to develop and deploy a fully-automated smart Restaurant with the following functionality (“Product”):
- (a) fully automated preparation (dough, sauce, topping),
 - (b) automatic delivery of an order,
 - (c) tables for 4-6 people with touchscreen display and payment terminals,
 - (d) fully automated cleaning and disinfecting systems,
 - (e) fast service (40-180 sec).
- 2.2. A minimum viable prototype of the Product already exists. The Product will be further developed in phases. Development of the initial phase is expected within 2-4 months after the distribution in accordance with these terms. Second phase is mostly focused on the settling down all legal formalities and certifications needed. The third phase, lasting 6 month, will be focused on physical process of Restaurant premises construction and restaurant equipment manufacturing.
- 2.3. Users understand and accept that the Project is currently in alpha development phase and that still requires substantial development works. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Product, user understands and accepts that an upgrade of Product may be required.

3. AKM STRUCTURE AND PERTAINING HOLDERS’ RIGHTS

- 3.1. AKM is ERC-20 standard Ethereum coin.
- 3.2. AKM coin smart contract address will be published in due time prior to AKM distribution.
- 3.3. AKM carries no rights, express or implied, other than those, set out herein, if AKM Global successfully completes and deploys the Project. In particular, AKM holders shall not have any influence in the development or governance of AKM Global, and AKMs do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to AKM Global.
- 3.4. AKM coin holders are granted a right of use and access to the Product. AKM coin will be an integral part of the Product and it will be necessary to use and access it. Product fees will be determined in AKM coins and consequently paying for the Product services in AKM coins will not present exchange risk for the users. AKM Global reserves its right to introduce a number of additional utility features to AKM, for which change of these Terms shall not be required, and may such additional changes be introduced to the users by being published on the Website.
- 3.5. AKM coins are designed to be exchangeable on cryptographic coin exchanges. AKM Global gives no warranties that AKM coins will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonable possible and within the powers of AKM Global to enable exchange of AKM coins on as many exchanges as possible.
- 3.6. AKM Global undertakes to exchange AKM coins for fine gold (“**Gold Insurance Policy**”) in accordance with the following terms:
- (a) Gold Insurance Policy applies only, if AKM Coins were acquired during the public Crowdsale that takes place from September 30th, 2017 to May 10th, 2018. Only contributions of 10 ETH and more are subject to Gold Insurance Policy.
 - (b) The quantity of fine gold subject to exchange is calculated from the quantity of ETH contributed during the Crowdsale i.e 10 ETH contributed is equal to 10 gr. of gold. Any contributions with decimals (for example 10.2 ETH) will be rounded off to get an integer.
 - (c) Actual exchange of AKM coins for the fine gold will be done only at the occurrence of insured case. The Insured case covered is a world economic crisis that lasts more than 6 months. In this case, AKM Coins can be exchanged for the gold.
 - (d) The Gold Insurance Policy comes into force starting from January 1st, 2019.
- 3.7. AKM Global may decide freely (discretionally) to execute the “Gold Insurance Policy” even in cases, where AKM Global is in accordance with paragraph 3.6 not obliged to act so. Consequently, AKM Global has a right to use free revenues of the project to execute a “Gold Insurance Policy”.

4. AKM GLOBAL COIN (AKM) DISTRIBUTION

- 4.1. Contributions, given to AKM Global in exchange for AKMs shall be considered as financial contribution. Contribution can be done in Digital Assets. Failure to follow the instructions on the Website may limit, delay, or prevent a user from donating. Users understand and accept that they make a contribution into a smart contract system on Ethereum and receive AKMs in exchange.
- 4.2. The number of AKM coins available during the Crowdsale is defined from the amount of contributions made within the Crowdsale timeframe (September 30th, 2017 to May 10th, 2018).
- 4.3. AKM Global reserves a right to create additional coins in the amount of 50,000 AKM on a one-off basis when a new AKM Global affiliate (Restaurant, shop etc) is opened.
- 4.4. AKM coins shall be distributed into the 3 Pools :
 - (a) This pool represents AKM Coins distributed to the public during the public Crowdsale in accordance with paragraph 4.6,
 - (b) This pool represents 25% of the total number of coins issued during the Crowdsale (pool a). This part will form the AKM Global Foundation and will be allocated for marketing budget formation, partner programs, team expansion and the further development during the next 3 years. Division among them shall be made by AKM Global discretionally, whereas this allocation shall be considered as remuneration for the services provided for the benefit of AKM Global.
 - (c) Bonuses totalling \$280,000 will be allocated between the engineering team, developers and management. Another \$85,000 will be granted to marketing and PR specialists, and \$39,000 worth of coins to consulting firm.
- 4.5. AKM Global reserves a right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of AKM Global and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the AKMs, Website or Ethereum network.
- 4.6. The funds raised from the AKM distribution will belong to AKM Global and will be used exclusively for the development and running of the Project, as defined above.
- 4.7. Distribution of coins, defined in paragraph 4.4(a) shall be conducted in as follows:
 - (a) **Public distribution**

AKM Global shall through the Website offer public to acquire AKM coins. This stage is envisaged to start on 30th September 2017 and end on 10th May 2018.

- (c) **Price and coin calculation**

The base price for a coin is 0.0008 ETH (1ETH = 1,250 AKM). The number of AKM coins that each contributor receives is calculated from the amount of ETH each contributor paid-in, adjusted by the applicable discount set out in indent (d),

- (d) **Discounted AKM coins**

AKM will be offered to contributors with the following discounts:

Time period	Applicable discount
Week 1	30%
Week 2	25%
Week 3	20%
Week 4	15%
Week 5	10%
Week 6 and the following	0%

- 4.8 AKM Global reserves a right to change the dates, set out in paragraph 4.7 at any given time due to technical or organisational reasons, without any duty to provide explanation to the users or the public. Any such change will be published on the Website.
- 4.9 The distribution of the AKM coins, set out in 4.7(a), is not limited to “**Maximum Threshold**”.
- 4.10 Public distribution from paragraph 4.7 shall be executed as follows:
(a) Users shall send their Digital Assets to the smart contract address.
- 4.11 Users, wishing to participate in the coin distribution, will be obliged to send their Digital Assets for acquisition of AKMs from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their AKMs to the same address, from where they sent the Digital Assets.
- 4.12 All AKM purchases shall be publicly accessible via the Ethereum blockchain browser like etherscan.io or similar
- 4.13 AKM distribution will be offered only through the Website. No third-party website or a different provider is not allowed and has not been in any way supported, engaged, authorized or endorsed by AKM Global and have no relationship in any way with AKM Global. The only official and authorised website and AKM coin distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.
- 4.14 Safe for the provision of paragraph 4.13, all contributions to AKM Global in exchange for AKM coins are final and non-refundable. By participating in the AKM coin distribution, you acknowledge that AKM Global is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.
- 4.15 The AKM is not a consumer product and its users accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

5. RISKS

- 5.1. You understand that Digital Assets, the Product, AKM, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of AKM Global’s exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse AKM Global’s performance under this agreement.
- 5.2. In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the AKMs, the Product and other relevant technologies mentioned herein.

(a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the AKMs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. AKM Global does not give warranties or guarantees that AKM coins are not a security in all jurisdictions. Each user of AKM coins shall bear its own legal or financial consequences of AKM coins being considered a security in their respective jurisdiction.

Every user is bound to check if acquisition and disposal of AKM coins is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use AKM coins should their use not be legal in the relevant jurisdiction. If a user establishes that the use of AKM under these Terms is not legal in its jurisdiction, it should not use the AKM, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic coins in possession and exchanging them for other cryptographic coins will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of AKM Global to provide AKM coins and the Product in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that AKM coins are not legal in certain jurisdiction, AKM Global will either a) cease operations in that jurisdiction, or b) adjust AKM coins and the Product in a way to comply with the regulation should that be possible and viable.

(b) Risks associated with Ethereum

AKM coins are based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the AKM coins to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to AKM coins, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>

(c) Risk of unfavourable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and AKM coins could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital coins like AKM coins, which could impede or limit their existence,

permissibility of their use and possession, and their value.

(d) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of AKM coins and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(e) **Risk of security weaknesses in the Website and AKM coins source code or any associated software**

and/or infrastructure

There is a risk that the Website and AKM coins may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of AKM coins.

(f) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, AKM coins, the Product, which could result in the theft or loss of AKM coins.

(g) **Risk of mining attacks**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the AKM coins, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the AKM coins, expected proper execution and sequencing of AKM coins, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of AKM Global and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the AKM coins interact with and consequently the AKM coins may be impacted also in that way to the extent, described above.

(h) **Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic coins between themselves, and also, some of them enable exchange of cryptographic coins for fiat money, there are no warranties and/or guarantees given that AKM coins will be listed or made available for exchange for other cryptographic coins and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and AKM Global does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, AKM Global will not enable exchange of AKM coins for other cryptographic coins or for fiat currency. User may not at any given time be able to acquire or dispose of its AKM coins due to lack of liquidity.

(i) **Risk of loss of value**

Value of AKM coins may fluctuate and their users might suffer loss in value of such acquired coins. There might be different reasons that would cause unfavourable fluctuations of the value of the AKM coins.

(j) **Risk of uninsured losses**

AKM coins are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(k) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the AKM coins are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of AKM coins

(l) **Internet transmission risks**

You acknowledge that there are risks associated with using the AKM coins including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that AKM Global shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and AKM coins, howsoever caused.

(m) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that AKM Global cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(n) **Insufficient interest in AKM Global, the Product and AKM coins**

It is possible that AKM Global, AKM or Product will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Product.

(o) **AKM and the Product, as developed, may not meet your expectations**

The Product is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Product and AKM coins may not be met upon release of new Website, deployment of the Product, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of AKM.

5.3. The AKM coins and the Product are provided "as is". We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the AKM coins, including any warranty that the AKM coins will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

6. ELIGIBILITY

6.1. If you are registering to use the Product on behalf of a legal entity, you represent and warrant that

- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
- (b) you are duly authorized by such legal entity to act on its behalf.

6.2. You further represent and warrant that you:

- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- (c) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
- (d) will not use the AKM coins if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms;
- (e) have a deep understanding of the functionality, usage, storage of cryptographic coins, smart contracts, and blockchain-based software;
- (f) have carefully reviewed the content of this document and have understood and agreed with these Terms;
- (g) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the AKM coin;
- (h) you have read and understood these Terms completely;
- (i) you have obtained and was given sufficient information about the AKM coins to make an informed decision to acquire them;
- (j) you understand that the AKM coins confer only the right to use and access the Product, as set out in paragraph 3.4, and confer no other rights of any form with respect to the Product or AKM Global, such as voting in its annual general meeting, right to dividends or other distribution or other financial or legal rights;
- (k) you are acquiring AKM Coins to access the Product and to support its development, testing, deployment and operation; and that you are not acquiring AKM coins for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; and
- (l) your purchase of AKM coins complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Coins, using the Coins, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 7.1. The AKM coins are unregulated. AKM Global is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of AKM coins. AKM Global is not a financial institution and is currently not under supervision of any financial supervisory authority. AKM Global does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This AKM coin distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 7.2. This document or any other document, produced and signed by AKM Global, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 7.3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and AKM Global services and the Website are not, do not offer and shall not be construed as investment or financial products.

8. LIABILITY

- 8.1. AKM Global and its affiliates and their respective officers, employees or agents will in regard to the Website, the Product and AKM coins not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, Product and AKM coins), even if AKM Global has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of AKM coins, the Website or the Product.
- 8.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Website, the Product or AKM coins, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the Website, the Product and AKM coins; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with the Website, the Product and AKM coins.
- 8.3. You waive your right to demand the return of any cryptographic coins you exchanged with us for the purpose of acquiring AKM coins, including, without limitation, a demand for specific performance.
- 8.4. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Website, the Product and AKM coins contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 8.5. The information, software, products, and services included in or available through the Website and the Product may include inaccuracies or typographical errors. Changes are periodically added to the information herein. AKM Global and/or its suppliers may make improvements and/or changes to the Website and the Product at any time. AKM Global makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website, the Product, AKM coins, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Product and AKM coins, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. AKM Global hereby disclaims all warranties and conditions with regard to the Website, the Product, AKM coins, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 8.6. You warrant to AKM Global that you will not use the Website, the Product or the AKM coins for any purpose that is unlawful or prohibited by these Terms. You may not use the Product or AKM coins in any manner that could damage, disable, overburden, or impair the Product, AKM coins or the Website.

9. SECURITY

- 9.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials.
- 9.2. In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the Website, AKM coins and systems as whole.

10. PRIVACY

- 10.1. As a principle, AKM Global may collect only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within AKM Global, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. AKM Global is the only data controller and processor.
- 10.2. AKM Global collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- 10.3. If you create an account at our Website we may collect and store the following types of information: Contact information – your name, address, phone, email and other similar information. Before permitting you to use our Website and acquiring AKM coins, we may require you to provide additional information (such as a date of birth, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.
- 10.4. When you access the Website, we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 10.5. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- 10.6. We reserve our right to share your personal information with:
 - (a) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
 - (b) 3rd party identification services providers for fraud prevention purposes;
 - (c) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
 - (d) other third parties only with your prior consent or direction to do so.

AKM Global will not provide your personal information to any other AKM Global users without your consent or direction.

- 10.7. You may access, review and edit your personal information at any time by logging in to the Website using your credentials.
- 10.8. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the AKM Global services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

11. TAXES

- 11.1. All your factual and potential tax obligations are your concern and AKM Global is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.
- 11.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

12. INTELLECTUAL PROPERTY

- 12.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "**AKM Global IP**"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 12.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 12.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the AKM coins strictly in accordance with these Terms. As a condition of your use of the Website and the AKM coins you warrant to AKM Global that you will not use the Website or AKM coins for any purpose that is unlawful or prohibited by these Terms. You may not use the AKM coins in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and AKM coins. Limitation to the transferability of licence shall not be understood in a way, that the users are not allowed to transfer AKM coins to third parties.
- 12.4. All AKM Global IP is the property of AKM Global and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 12.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the AKM Global IP, in whole or in part, found on the Website or associated products and services. AKM Global IP is not for resale. Your use of the AKM Global IP does not entitle you to make any unauthorized use of any AKM Global IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any AKM Global IP. You will use AKM Global IP solely for your personal use, and will make no other use of AKM Global IP without the express written permission of AKM Global and the copyright owner. You agree that you do not acquire any ownership rights in any AKM Global IP. We do not grant you any licenses, express or implied, to the intellectual property of AKM Global except as expressly authorized by these Terms.

13. NOTICES

- 13.1. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.
- 13.2. To give us notice under this Agreement, you must contact us by email to support@akminvest.com. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 13.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14. MISCELLANEOUS

- 14.1. Materials, such as Whitepaper, Road Map and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.
- 14.2. We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.
- 14.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 14.4. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
- 14.5. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 14.6. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 14.7. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 14.8. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 14.9. "AKM Global" refers to the Project as a whole, and an entity, incorporated for the provision of services by AKM Global.
- 14.10. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project, the Product and AKM coins shall be finally settled under the rules of or by the LCIA, the London Court of International Arbitration, the London Court of Arbitration or the London Court. The language to be used in the arbitral proceedings shall be English.
- 14.11. Prior to filing any claims in accordance with paragraph 14.10, you undertake to file such claim or request directly to AKM Global via e-mail at address support@akminvest.com. You agree that you will not file any claims in accordance with paragraph 14.10 earlier than 30 days after sending such claim or request to AKM Global in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.
- 14.12. These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Product and AKM coins. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.
- 14.13. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact AKM Global via e-mail and immediately navigate away from the Website and cease using the Project.