

## **KEY4WIN LTD Terms and Conditions**

**SEPTEMBER 2019**

By using, accessing, ordering services, buying memberships, buying packages, downloading documents, selling memberships, and selling packages from this Website, you hereby agree to be bound by all of the following terms and conditions:

### **1. Modifications**

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Enhance, add to, modify or discontinue the Site or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion.
- We reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time. For changes to this Agreement that we consider to be material, we will place a notice on the Site advising the link, which will read substantially as "Updated Terms of Use", for a reasonable amount of time. If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

### **2. Use of Site**

You must obtain access to the Internet and pay any service fees associated with such access to use the Site. In addition, you must provide all equipment necessary for you to access the Internet. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of any hardware, software, telephone (cable or other) service, and the Internet access service to your personal computer and for all related costs. You are solely responsible for scanning your hardware and software for computer viruses and other related problems before you use them. We expressly disclaim

any liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software in connection with the use of the Site or Offerings.

Unless otherwise specified, KEY4WIN LTD, its affiliates' and subsidiaries' Web Sites are for your personal use. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any information obtained from KEY4WIN LTD Web Sites. KEY4WIN LTD authorizes you to view and download the materials at this Web Site only for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You may not modify the materials at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. For purposes of these Terms, any use of these materials on any other Web site or networked computer environment for any purpose is prohibited. The materials on this Site are copyrighted and any unauthorized use of any materials of this Site may violate copyright, trademark, and other laws. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

### **3. Terminating this Agreement**

This Agreement will remain in effect as long as you access the Website, sell or buy coins, sell or buy any package, or order any service from the Website.

We reserve the right to terminate this Agreement without notice and/or refuse to sell to anyone who we believe, in our sole discretion, (i) has violated any of the terms of this Agreement, (ii) is abusing the Products or the services we provide.

#### **3.1. Individuals, Corporations, Tax Exempt Entities**

You represent and warrant that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18), you are at least the age of seventeen (17) and are accessing the website with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to this Agreement. Certain features on this website (including, but not limited to, user registration) and certain Offerings may be subject to heightened age and/or other eligibility requirements.

KEY4WIN LTD will only consider for acceptance members that fall into one of the following categories:

- a.) Individuals who are of legal age.
- b.) Married couples of which at least one is under the legal age requirement.
- c.) Corporations in good standing in the state, province, or country of their incorporation.

#### **4. Proper Completion of Documents**

All entries in the KEY4WIN LTD websites must be completely and properly filled out and acceptance by a check mark of the Independent Distributor Agreement, Terms and Conditions, Policies and Procedures, Income Disclosure, Spam and Privacy policies is indicative of an electronic signature used in signing the KEY4WIN LTD.

#### **Member Agreement**

KEY4WIN LTD will not be responsible for loss of commissions or bonuses or for delays of registrations due to:

- a) Errors by Club Members sending wrong information for themselves or on behalf of clients.
- b) Delays or errors caused by weak Internet connection, virus in your computers, hacker attack on your computer, blocking your sign up transmission.

#### **5.Disclaimer**

The materials provided at this site are provided 'as is', without any warranties of merchantability for a particular purpose, or non-infringement of intellectual property.

KEY4WIN LTD further does not warrant the accuracy and completeness of the materials at this Site. KEY4WIN LTD may make changes to the materials at this Site, or to the products, prices or compensation plan described in them, at any time without prior notice. The materials at this Site may be out of date, and KEY4WIN LTD makes no commitment to update the materials at this Site. Information published at this Site may refer to products; programs or services that are intended for use only in a specific country and may not be used or relied upon in any other country. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## **6.Termination/Access Restriction**

KEY4WIN LTD reserves the right, in its sole discretion, to terminate your access to any or all KEY4WIN LTD Web Sites, back office and the related services or any portion thereof at any time, without notice. Reasons for termination include but are not limited to:

Defamation, Slander or Libel of KEY4WIN LTD or other members

- a.)** Joining another company that promotes digital or crypto currency products in violation of these terms and conditions
- b.)** Falsely promoting KEY4WIN LTD in any way that causes damages to KEY4WIN LTD reputation
- c.)** Promising or guaranteeing any "returns on investment"
- d.)** Transmit, post, send, upload, distribute, submit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- e.)** Transmit, post, send, upload, distribute, submit or otherwise make available any viruses, Trojan horses or other harmful, disruptive or destructive files or material that interferes with any third party's use and enjoyment of the Site;
- f.)** Violate any applicable local, state, federal or international law, rule or regulation;
- g.)** Transmit, post, send, upload, distribute, submit or otherwise make available through the Site any content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization;
- h.)** Collect or harvest the information of any user or otherwise access the Site using
- i.)** "frame", "mirror" or "deep link" any part of the Site or other Offerings without our prior written authorization.
- j.)** Promising or guaranteeing any profit
- k.)** Promising or guaranteeing any passive income
- l.)** Using a false identity
- m.)** KEY4WIN LTD is unable to verify identity
- n.)** Member owes money to the company.
- o.)** Member failed to perform obligations as a member or distributor R. Unauthorized use of another's account

**p.)** Violating any terms and conditions

**q.)** Other misconduct and violations

**r.)** Violations of law of any Country or State mated means (including but not limited to harvesting bots, robots, spiders or auto scrapers);

## **7.Modification of These Terms of Use**

KEY4WIN LTD may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

## **8.Limitation of Liability**

In no event will KEY4WIN LTD, its suppliers or other third parties mentioned on this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this site, any web sites linked to this site, or the materials or information contained at any of all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages, if your use of the materials or information from this site results in the need for servicing, repair or correction of equipment or data, you assume all cost thereof, applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **9.Indemnification**

You agree to defend, indemnify, and hold harmless KEY4WIN LTD, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your misuse or inability

to use the Website, or Your breach of any of these terms and conditions of this Agreement. We shall promptly notify you by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. If we do not hear from you promptly, we reserve the right to defend such claim or suit and seek full recompense from you.

## **10. Membership Refund**

When a KEY4WIN LTD Member applicant, enrolls and purchases a Membership or package, KEY4WIN LTD applies 40% of the membership value to purchase cryptocurrency immediately, 40% for arbitration, 15% to softwares and 5% costs. All memberships are refundable up to 50%, and members that decided to cancel their memberships will have to return all commissions made up to the date of cancellation, and the new club member or independent distributor agrees to that.

## **11. Electronic Signatures / Assent Required**

No one is authorized or allowed to access this Site or use the Services unless he, she or it has signed this Agreement. Such signature does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by various jurisdictions' laws, such as the Electronic Signatures in Global and National Commerce Act (E-Sign Act) and similar legislation. You manifest your agreement to this Agreement by taking any act demonstrating your assent thereto. Most likely, you have clicked or will click a button containing the words "I agree" or some similar syntax. You should understand that this has the same legal effect as you placing your physical signature on any other legal contract. If you click any link, button or other device provided to you in any part of our Site's interface, then you have legally agreed to all of these Terms and Conditions. Additionally, by using any part of our Site or Services in any manner, including the Exchange, you understand and agree that such use constitutes your affirmation of your complete and unconditional acceptance. Even if you fail to sign this Agreement, you understand and agree that you are still bound by the terms of this Agreement by virtue of your viewing the Site or using any portion of the Site or our Services.

## **12. Not a bank or Trust account**

Your account with us (and any available currency therein) is not a bank account, a trust account, a securities account, a credit card or deposit account. Our services are not financial instruments. All currency bought and sold by you will be associated with your account until used to purchase or sell from or with other members or until withdrawn by you.

## **13. Disclaimer: Risk Factors**

KEY4WIN LTD is not responsible for any loss or damage incurred by you as a result of your use of our Services or for your failure to understand the nature of virtual currencies or the market for such currencies. All we are providing you with is a method by which you can exchange and store certain virtual currencies, and we make no representations or warranties concerning the value, stability, or legality of any such virtual currencies.

You acknowledge the following risks related to your use of the Site and the Services:

- a.)** The risk of loss in trading virtual currencies may be substantial and losses may occur over a short period of time
- b.)** The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
- c.)** Digital Assets are not legal tender, not backed by any government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- d.)** Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange and value of Digital Assets.
- e.)** Transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- f.)** Some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transactions.
- g.)** The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear,
- h.)** There is no assurance that a person who accepts Digital Assets as a payment today will continue to do so in the future.

- i.) The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by the Company may prevent the access or use of your Digital Assets.
- j.) Your account with KEY4WIN LTD may not be sufficient to cover all losses incurred by you.

You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you, and that KEY4WIN LTD does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. You acknowledge and agree that you shall access and use the Services and the Site at your own risk. This brief statement does not disclose all of the risks associated with trading, exchanging, and storing Digital Assets. You should, therefore, carefully consider whether such trading, exchanging and storing are suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds in your Account (as defined above), and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

#### **14.Virtual Currency Values**

You understand and agree that, due to technical and other restrictions, the virtual currency values displayed on our Site may be delayed and therefore not reflect the current, live market value of such currency.

Nonetheless, you agree that the values displayed on our Site control your Account and your use of the Site and Services.

#### **15.Your Account Registration Data**

In order to use KEY4WIN LTD systems, you must create an account with us (your "Account"). Your Account will be used to store various virtual currency amounts as deposited by you. In creating your Account, you may be asked to provide certain registration details and information. In order to verify your identity, some of this information may be personal, private or detailed. In connection with completing the online registration form, you agree to



provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "Registration Data"); and you further agree to maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while you are a Member. While we use reasonable efforts to protect the personal information of others from inadvertent release or misappropriation, we are not responsible for the intentional or criminal acts of third parties such as hackers or "phishers".

## **16.Changes to Registration Data**

You must promptly inform/update us of all changes, including, but not limited to, changes in your address and changes in any virtual or fiat currency account used by you in connection with the Site and Services, if applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Site and Services by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use the Site or the Services. You are responsible for any fees that the Company incurs with respect to your Account.

## **17.Your Account Responsibility**

You are entirely responsible for any and all activities conducted through your Account. You agree to notify us immediately of any unauthorized use of your password or Member ID, as well as of any other breach of security. While we may implement certain monitoring procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorized use of your Account, and you agree that you are responsible for such unauthorized use and for protecting the confidentiality of your password.

## **18. Account Transfers**

Control or use of your Account may be transferred or sold to a third party. To complete the process you will need to use the form "REQUEST FOR THE TRANSFER OF A KEY4WIN LTD BUSINESS CENTER". You will send the form as requested signed and notarized to the email: [contact@key4win.com](mailto:contact@key4win.com). KEY4WIN compliance department will verify the request and the process of an account transfer will be complete in 7 business days. If any information is missing, compliance department will notify the current account owner and could deny the request.

- a.) To complete this process a fee of 0.0 will be applied.
- b.) The Assignor is prevented from making a new membership in the club for a period of 90 days, counting from the date the transfer was processed.
- c.) All points accumulated in the binary will be cancelled upon transfer.
- d.) Affiliates who sign this agreement agree not to communicate or contact any members of their down-line for a period of one year from the date of transfer. Any refusal to comply with this agreement will result in the immediate termination of this account and the eventual adoption of further measures.
- e.) We disclaim any and all liability arising from fraudulent entry and use of the Site. If a User fraudulently obtains access to your Account, we may terminate the User's access and membership immediately and take all necessary and appropriate actions under applicable federal, state, and international laws.

## **19.Password Security**

As part of our security measures and policies, please note that we will never ask you, for any reason, whether by email, regular mail or telephone, to disclose your account password in on the company's site. We will never send you embedded links in an email requesting you to sign in on the site by clicking such a link. If you receive an embedded word. Password inquiries will only be conducted online and only after you have link by email, claiming to be from us, you should not open it, nor click on the link. The email is not from us and is likely fraudulent. Never give your account password to anyone whom you do not intend to authorize to use your account.

## **20.Third Party Account Information**

In order to provide you with the Services, you may also be required to disclose certain other third-party account information to us, including, without limitation, your Bitcoin addresses and related information. As indicated elsewhere in this Agreement, we are not responsible for any unauthorized use of your Account with the Company or any third-party accounts.

## **21.Funding Your Account**

After creating your Account with KEY4WIN LTD, you will be able to fund your Account by transferring, from ETROS to the KEY4WIN LTD account. No fees are charged by us for funding your Account. After funding your account please take a screenshot of the transfer and upload it.

## **22.No Reversal of Deposits or Payments**

Once an order has been executed (transfer user to user, deposit ETROS in your cash wallet or request of payout) and the appropriate currencies have been credited and/or debited to/from the Members' Accounts, we will not be able to reverse the transaction under any circumstances.

## **23.Service Interruption**

From time to time, due to technological factors, scheduled software uploads and other factors beyond or within our control, the Site, or other Services may be temporarily interrupted. You agree that we are not liable for any loss and damage arising from such interruption and you agree to hold us harmless against any such interruption of or inability to access the Site or services.

## **24.Withdrawing Currency**

In addition to allowing Members to use virtual currency, KEY4WIN LTD allows Members to withdraw virtual currency upon request to us. Members may withdraw all or some of their virtual currency, and there is no minimum amount of virtual currency required to maintain your status as a Member (however, as indicated above, you may only sell virtual currency up to the amount shown as belonging to you in the ledger maintained in your wallet). ABC currency will be transferred from the Exchange's account to the specific ETROS COIN address provided by the Member. Withdrawals will generally take up to three (3) business days to complete, provided that larger withdrawals may take up to thirty (30) business days to complete and that any withdrawal may be delayed as necessary to comply with applicable law and/or the Exchange's customer identification and anti-money laundering procedures.

25. KEY4WIN LTD does not engage in the Sales of Securities or Investments of Any Kind  
You understand and agree that:

- 1) KEY4WIN LTD does not engage in the sales or offering of securities;
- 2) This is not an offer for sale of a security, investment contract, investment opportunity offering, etc., or trust instrument, as defined by the United States Securities Act of 1933, as amended, as well as any law or regulation of any Country, State or Territory.
- 3) KEY4WIN LTD will not be registered as an investment company under the Investment Company Act of 1940, as amended.
- 4) In making your decision to purchase a membership in KEY4WIN LTD, you must rely upon your own examination of the terms of the agreement, Including the merits and risks involved. No documentation of KEY4WIN LTD have been filed with or approved or disapproved by the Securities and Exchange Commission ("SEC") or any other state or federal governmental agency or any national securities exchange. Neither the SEC nor any such agency has passed upon the accuracy or adequacy of KEY4WIN LTD or the merits of the purchase of a membership of KEY4WIN LTD. Any representation to the contrary is a criminal offense.

KEY4WIN will make available to any prospective member of KEY4WIN the opportunity to ask questions of and to receive answers from KEY4WIN regarding the membership and the terms and conditions of this membership and to obtain any additional relevant information to the extent KEY4WIN possesses such information or can obtain it without unreasonable effort or expense.

5) The terms and conditions and membership rights of KEY4WIN do not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not authorized or permitted by law.

6) Should any portion of the terms of KEY4WIN be considered by any Court to be a security, the TERMS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAP- PROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

7) Members of KEY4WIN SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS PURCHASE FOR A SUBSTANTIAL PERIOD OF TIME.

8) Membership in KEY4WIN involves significant risks. KEY4WIN will not be registered as an investment company and therefore will not be required to adhere to any investment policies under the Investment Company Act of 1940, as amended.

9) Membership in KEY4WIN ENTAILS SUBSTANTIAL RISKS AND THERE CAN BE NO ASSURANCE THAT THE OBJECTIVES OF KEY4WIN WILL BE ACHIEVED. THE PRACTICES OF KEY4WIN MAY EMPLOY FROM TIME TO TIME, IN CERTAIN CIRCUMSTANCES, INCREASE THE ADVERSE IMPACT TO WHICH THE Members' account MAY BE SUBJECT.

10) POTENTIAL MEMBERS ARE CAUTIONED TO REFER TO THESE TERMS AND CONDITIONS FOR A DISCUSSION OF THE TERMS OF MEMBERSHIP AND RISK AND OTHER FACTORS RELATIVE TO MEMBERSHIP IN KEY4WIN. IN THE EVENT OF ANY INCONSISTENCY BETWEEN ANY OTHER MATERIALS PREVIOUSLY PROVIDED AND THESE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE CONTROLLING.

11) Prospective MEMBERS should consider the following factors in determining whether TO PURCHASE A MEMBERSHIP:

a) Lack of Operating History. KEY4WIN is a newly formed entity and has no operating history upon which members can evaluate the likely performance of the club.

- b) Business Dependent Upon ETROS.
- c) Individual members and distributors of KEY4WIN are not owners/investors or in any other relation considered owners of KEY4WIN
- d) Absence of Regulatory Oversight. KEY4WIN is not registered as an investment company under the 1940 Act, in reliance upon an exemption available to privately offered investment companies under Section 3(c)(1) of the 1940 Act, and, accordingly, the provisions of the 1940 Act (which, among other things, require investment companies to have a majority of disinterested directors, require securities held in custody to be Individually segregated at all times from the securities of any other person and to be marked to clearly identify such securities as the property of such investment company, and regulate the relationship between the advisor and the investment company) are not applicable.
- e) There is no guarantee or no representation is made that KEY4WIN plan or program will be successful.
- f) KEY4WIN members may purchase and sell ETROS Coin and memberships to each other without transferring such money directly to KEY4WIN as long as the purchased memberships are created on the purchaser's behalf and the member receives their membership. Members may use such fund as they see fit and purchasers have no recourse that they believe the money would flow directly to KEY4WIN. Purchasers of such membership waive any rights to claim they thought their purchased money would go directly to KEY4WIN.

12) Members must be aware that there are no promised rates of return.

13) You must be an accredited investor as defined in Rule 501 of Regulation D of §230.501 of the Securities Act of 1933 to purchase a membership in KEY4WIN.

## **26. Live Market Data**

While virtual currency market values, as publicly displayed on the Site, may be delayed, we may offer access to live market value data via technical measures such as the FIX (Financial Information exchange) protocol. This live market value data is valuable to us, and we take proprietary measures to keep all live market value data confidential and inaccessible to the public. To the extent that you receive access to such live data, you hereby agree that you

will not redistribute, retransmit, duplicate, or otherwise make such data available in any way, either through automated, manual, or any other means.

## **27. Agreement to Receive Notifications and Other Communications**

We reserve the right to send electronic mail or other messages to you and to other Members. The purpose of these communications may include, but is not limited to.

- (i) Providing you with information concerning your Account;
- (ii) Providing information to you regarding products or services offered by our affiliates or partners;
- (iii) Informing you about any of our related products or services; or
- (iv) Providing you with information about any item that we think, in our sole discretion may be of interest to you.
- (v) Providing you with information about any updates in the Privacy Policy or our Terms and Conditions document disclosures.

## **28. Restrictions on Use**

Without our express prior written authorization, you may not:

- (i) Duplicate any part of our Site or the Materials contained therein or received via the Services (except as expressly provided elsewhere in this Agreement);
- (ii) Create any derivative works based on our Site or any of the Materials contained therein or received via the Services. And you agree and stipulate that any and all derivative works are NOT "fair use";
- (iii) Use our Site or Services, or any of the Materials contained therein, for any public display, public performance, sale or rental, and you hereby agree and stipulate that any and all such use are NOT "fair use";
- (iv) Re-distribute our Site or any of the Materials contained therein or received through the Services, and you hereby agree and stipulate that any and all such use is NOT "fair use";
- (v) Remove any copyright or other proprietary notices from our Site or any of the Materials contained therein;

- (vi) Frame or utilize any framing techniques in connection with our Site or any of the Materials contained therein;
- (vii) Use any meta-tags, pay-per-click advertising, or any other hidden text using our Site's name or marks, and you hereby stipulate that any use of the Site's name or marks, or any other marks owned by Us is an infringement upon our trademark rights, and you stipulate to make payment of liquidated damages of ten thousand dollars (\$10,000) per such infringement as a genuine pre-estimate of the loss and damage that will be suffered by Us as a result of such infringement, plus you agree to pay any and all fees incurred in the recovery of this amount, including attorney's fees and all associated costs;
- (viii) "Deep-link" to any page of our Site, or avoid agreement to the Site's Terms & Conditions (for the avoidance of doubt, you may only link to the main entry page);
- (ix) Circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Services (including the theft of usernames and passwords or using another person's username and password in order to gain access to a restricted area of the Site;
- (x) Use any data mining, bots, scrapers or similar data gathering and extraction tools on the Site or in conjunction with the Services;
- (xi) Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or Services or any of your rights to access and use the Materials or Services as granted specifically by this Agreement;
- (xii) Use our Services for any commercial purpose unless expressly agreed by us in writing and at our sole discretion;
- (xiii) Use our Services to impersonate any other User or person;
- (xiv) Use any Material or information on our Site or included in our Services in any manner that infringes any copyright, trademark, patent, publicity or other proprietary right of any party;
- (xv) Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's property;
- (xvi) Upload, post, email or otherwise transmit any submission that you do not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);



- (xvii) Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail,' 'spam,' 'chain letters,' 'pyramid schemes, or any other form of solicitation, except in those areas that we may designate for such purpose;
- (xviii) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source material that is uploaded or otherwise provided by you;
- (xix) Restrict or inhibit any other User from using and enjoying the Services;
- (xx) Harvest or otherwise collect information about others, including e-mail addresses or other personally-identifiable information;
- (xxi) Violate any applicable laws, policies, or regulations;
- (xxii) Upload, post, email or otherwise transmit any material which is illegal, immoral, obscene or defamatory of any person; or
- (xxiii) Do anything that may adversely affect proper operation of the Site, the Services and the reputation and goodwill of the KEY4WIN.

## **29. Other Jurisdictions**

We make no representation that the Site, Services or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Site, join the club, buy or sell memberships or packages from such locations, do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

## **30. Legal Activities**

If you are seeking information regarding any illegal activities, or seeking to engage in any illegal or fraudulent financial activity, please leave this Site immediately and do not attempt to use the Services. You acknowledge and agree that you are aware of the legality of using our Services in your relevant local jurisdiction, and you agree that you will not use the Services, if such use is prohibited or otherwise violates the laws of your state, province, country or other jurisdiction.

### **31. Arbitration and Waiver of Class Actions**

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the American Arbitration Association, you may not under any circumstances commence or maintain against KEY4WIN any class action, class arbitration, or other representative action or proceeding. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and KEY4WIN. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

### **32. Consult Your Own Tax Professional**

The contents of the terms and conditions should not be considered to be legal or tax advice, and each prospective member should consult with his or her own counsel and advisors as to all matters concerning a membership in KEY4WIN. Prospective members are urged to consult with their legal and tax advisors before purchasing a membership in KEY4WIN.

### **33. Exclusive Membership Agreement**

After the first thirty days of membership, Members shall not be a member or sales representative of any multi-level marketing company involved in the sales or distribution of any Crypto currency. If it is determined by KEY4WIN that you have violated this term, you will be notified and given an opportunity to cure. Should you fail to cure within the specified time period, you may qualify for a potential refund of 40% of the coins that member put in deducting the coins that member already received.