

Last Updated: 20.11.2025

TERMS OF USE FOR KGEN PLATFORM

Preliminary

These Terms of Use are a legally binding agreement between You and Us. You must accept them before accessing the Platform (*defined below*). It does not govern the services you avail from any of our Service Providers, Platform Partners, or third parties using the Platform. This document may be updated from time to time, so please keep visiting it to be aware of any changes as they are binding on You.

These terms and conditions along with other policies available on the website (<https://kgen.io/>) (“Terms of Use”), , the relevant mobile applications, or/and the related native platforms relating to the Kratos Gamified Engagement Network (hereinafter collectively referred to as “Platform”) form a legally binding agreement between you (hereinafter referred to as “User” or “Task performer” or “You” or “Your”) and Kratos Studios Ltd., an entity incorporated under the laws of Cyprus and having its registered office at 44, Andrea Paraskeva, Nicosia-2024, Cyprus (“KGeN” or “Us” or “We” or “Our”).

These Terms of Use apply to Your use of Services (defined below) and to any browsing, accessing, and transacting by You on the Platform. Our Privacy Policy, AML and KYC Policy, and Risk Disclosure Policy also govern Your use of the Platform and its Services and are hereby incorporated herein by way of reference in these Terms of Use.

These Terms of Use do not apply to any browsing, accessing, or transacting by You on any third-party platform or your relationship with any third-party, including any Service Providers (defined below) or Platform Partners (defined below) that You may access or interact with through the Platform. You agree that Your access and use of a third-party platform or service, including from any of our Service Providers or Platform Partners forms a separate and independent relationship which shall be governed by the terms and conditions provided by such third-party or the Service Provider or the Platform Partner as the case may be, without any liability or obligation towards Us. Mere provision of the interface to the third-party platform or the Service Provider or the Platform Partner onto the Platform does not amount to Us being responsible to You for any actions or inactions of the third-party vis-à-vis You.

By visiting or accessing the Platform or by creating a User Account (defined below) with us, You accept and agree to be bound by these Terms of Use.

IF YOU DO NOT AGREE OR UNDERSTAND ANY PART OF THESE TERMS OF USE, PLEASE REACH OUT TO support@kgen.io AND REFRAIN FROM USING OUR PLATFORM OR/AND AVAILING OUR SERVICES IN THE MEANTIME.

For Your convenience, We have summarised certain parts of these Terms of Use in a simple, clear, and easy-to-understand manner and linked them to the relevant sections. However, please note that We have done this only for Your convenience, and to understand our Terms of Use completely, You must always read them in their entirety. Should there be a conflict between the summary and the main

section, for any reason whatsoever, You agree that our terms in the main section shall always prevail and supersede the summary.

We retain an unconditional right to modify or amend these Terms of Use without any obligation to notify You of the same. You can determine when these Terms of Use were last modified by referring to the “Last Updated” legend above. It shall be Your responsibility to check these Terms of Use periodically for changes. Your use of the Platform after such change(s) signifies Your acceptance of the amended Terms of Use and shall also signify Your consent to be legally bound by the same.

All terms and expressions when used with a capitalized first letter but not defined shall have the meaning ascribed to them in the Annexure.

About the Platform

Our Platform is built to create a decentralised community of Task performers and acts as a distribution platform for global and Indian applications for purposes such as marketing, advertising, data labelling, data collection and data evaluations. Task performers can participate in K-Drop, K-Quest, and Gamified Leaderboards on the Platform, either individually or as part of a Clan and earn certain rewards.

The Platform is built to create a community of Task performers who can participate in a variety of campaigns on the Platform offered by Web 3 and Web2 consumer applications, global developers and publishers (“Platform Partner(s)”).

Apart from the Platform Partners, KGeN may also avail the services of third parties for operating the Platform and offering its Services to You (“Service Providers”). Your use of services offered by such Service Providers is independent and separate from Your use of our Services and shall be governed by the terms and conditions of such Service Provider without any liability to Us.

KGeN reserves an unconditional right to add, remove, restrict, or disable Your access to any of the features of the Platform, as available on the Platform, at its sole discretion without any prior notice to You. We are not liable in the event You suffer any loss or damage by Your inability to access or participate in any campaigns on the Platform.

Users can participate in campaigns offered on the Platform, as freelancers, either individually or as part of a Clan (defined below) in accordance with the terms and conditions of each such campaign as prescribed on the Platform, from time to time.

KGeN or the Service Provider may display certain tasks and activities in relation to the campaigns of the Platform Partner that a Task performer needs to complete by engaging and participating on the Platform (“Quests”). Such campaigns are featured as ‘K-Drop’ and ‘K-Quest’ campaigns on the Platform.

In addition, from time to time, certain tournaments and competitions may also be organised on the Platform, either by the Platform Partner, KGeN, or the Clan Chief (defined below) where Task performers compete with other Task performers on the Platform or on the third party platforms of Platform Partner(s)(“Gamified Leaderboard”). Participation in each Quest and Gamified Leaderboard

may be subject to separate terms and conditions, which each Task performer needs to agree to at the time of signing up for such Quest and abide by the said terms and conditions.

KGeN may introduce other functionalities and features on the Platform, from time to time, which shall be deemed to be covered under these Terms of Use, in addition to any specific terms provided separately.

The Platform may conduct a referral program from time to time to incentivise Task performers to refer and invite other persons to register as Task performers on the Platform. The terms and conditions governing such referral program will be notified by KGeN from time to time.

Eligibility

You represent and warrant that You are at least 18 years of age, capable of entering into a legal binding agreement under Applicable Laws, and do not belong to a territory or jurisdiction classified as a Restricted Territory (*as defined below*). You agree to provide us relevant documentation to prove your age, if and when requested by us.

You have the requisite right, power, and authority to agree to these Terms of Use.

You are not impersonating any other person.

We may, at our sole discretion, block or restrict Your access to the whole or a part of the Platform, or restrict Our Services to You, either temporarily or permanently, if we find Your conduct and participation to the Platform to be in violation of these Terms of Use.

Registration

While You may view or browse the contents or features of the Platform without registration, however, for availing our Services and accessing any feature or participating in any Quest or functionality of the Platform, You must duly register with the Platform and have a valid and subsisting User Account (*defined below*).

You can register with Us by agreeing to these Terms of Use and by providing the information that We seek. You must provide a valid and active mobile number to sign up on the Platform. Upon registration, we will provide You access to a self-custody wallet to reflect your rewards. Please ensure you use an appropriate user-ID and keep Your login, password, and account details private and confidential.

You can sign up to the Platform by using a valid and active mobile number or by linking any of Your social media accounts that we allow. You can register by providing Us with accurate and complete information that We seek, including without limitation, information, and documents that we seek under our AML and KYC Policy. By creating a User Account with Us, You agree that You have read, understood, and accepted these Terms of Use, and all the information provided by you to Us is accurate and complete. You consent to immediately update the information provided by you on the Platform in case of any changes to the information provided to Us.

Task Performer/ User Account

After successfully completing the registration process, We will create Your profile and provide You access to the Task Performer Account which will carry Your account name, user-ID, information about Your participation on the Platform, and other details in relation to Your use of the Platform. We reserve the right to remove, reclaim, or change an account name or user-ID You select, if We determine, in Our sole discretion, that such account name or user-ID is inappropriate, obscene, or otherwise objectionable. We may also suspend or temporarily restrict Your User Account at any time if we believe that You have violated any provisions of these Terms of Use.

KGeN Wallet

As part of the registration process, We will provide you the ability to create a self-custody wallet on the Platform (“KGeN Wallet”), which can be used to reflect Your Rewards (defined below). You acknowledge that You have rights to the KGeN Wallet, and are responsible for all transactions undertaken from the same. KGeN is not liable for any misuse, loss, theft, or similar misappropriation vis-à-vis Your KGeN Wallet. In the event You lose access to Your device or are otherwise unable to access Your KGeN Wallet, You agree that You will not hold us accountable or initiate any dispute or proceedings against Us.

Account Security

You are responsible for the security of Your KGeN Wallet and User Account on the Platform and any information that You upload or share. Please keep Your username/ login id, password, and account details private and confidential and avoid sharing them with any other person. If You become aware of any unauthorized use of Your User Account, it is Your duty to notify Us immediately and furnish all relevant information that We seek.

Task Performer Rewards and Earnings

The Platform offers Task Performers the ability to earn a variety of Rewards (*as defined below*) by participating in Quests, Gamified Leaderboard, or by otherwise engaging on the Platform, subject to any terms that may apply to such engagement. These Rewards may be in the form of economic interest in game tokens or NFTs, or Platform’s loyalty points, i.e. KPoints or the Platform’s native reward points, i.e. KCash (collectively referred to as “Rewards”). These Rewards will reflect on Your KGeN Wallet on the Platform. Task Performers can redeem these Rewards to receive certain economic benefits from the Platform, which may be in the form of KCash, KPoints or native tokens of third party received from completing Tasks of the third party on the Platform (“Earnings”). The Task Performer shall be solely responsible for all matters relating to any native tokens received from the third party and usage or redemption of such third party tokens shall be subject to terms and conditions of third parties. You agree that any Rewards and/or Earnings that You receive in relation to Your participation and engagement on the Platform are fair and reasonable, and that You voluntarily agree to spend Your time and skills on the Platform.

The earned KCash may be used or redeemed by You to purchase various items on any platform that is provided by KGeN or integrated with the Platform. You are solely responsible to comply with Applicable Law in relation to Your earnings or rewards and for all applicable taxes in relation to Your participation and use or redemption of the earnings or rewards on the Platform.

If your account remains inactive for a continuous period of ninety (90) days or more, the Platform reserves the right, at its sole discretion, to forfeit, cancel, or remove any KPoints in your wallet and shall not be reinstated. "Inactive" here shall mean no login or other account activity for a continuous period of 90 days.

Bonus Rewards

As part of its promotional activities, KGeN may, in its sole discretion, issue non-transferable, non-redeemable bonus rewards to a User for the purpose of participation on a third party platform in any Gamified Leaderboard. These rewards may be issued in the form of KCash. Such bonus KCash are (1) non-transferable by the Task Performers to whom they are issued; (2) expire thirty (30) days after the date of issuance; and (3) not redeemable into fiat or any other token/currency or used in any manner whatsoever. The use of bonus KCash on the Platform may be subject to certain time and usage restrictions, which shall be notified to the Task Performers from time to time. In the event that the Task Performers wallet is closed or the Task Performers account relationship with KGeN is otherwise terminated for any reason, any unused bonus rewards shall lapse.

Platform Fee

In respect of any transactions entered by a User through the Platform, we reserve the right to charge a service fee from the User in relation to such transaction ("Platform Fee"), as specified at the time of making a transaction or during the transaction journey. You agree that once You confirm a transaction on the Platform, You are bound to pay the applicable Platform Fee.

Taxation

The redemption of Earnings on the Platform will be governed by applicable tax laws. Wherever applicable, the Platform has a right to deduct and withhold certain taxes, including TDS which shall be deducted by Service Provider from the Earnings. Service Provider responsible for off ramping of Earnings will deduct TDS as applicable and will provide the relevant receipts to the User upon any such deduction or withholding. It is hereby clarified that You are solely responsible to comply with Applicable Laws related to Your use of the Platform and our Services including, without limitation, to remit all taxes applicable in relation to Your transactions on the Platform to the relevant authorities. You acknowledge and agree that KGeN is not responsible for determining or reporting the amount of any taxes You owe but reserves the right to deduct taxes and other authorized withholdings as may be required under Applicable Laws.

Our Duties and Obligations

We are a technology Platform, and our Services are made available to You on an "as is" and "as available" basis. There may be a delay or suspension in our Services or Platform functionalities. We may suspend or terminate Your User Account or initiate proceedings under Applicable Law if You violate the Terms of Use.

We are a technology platform and endeavour to provide You access to the Platform and standard support for the Services. However, We will not be liable for any losses arising out of Your dealings with Platform Partners, Service Providers, or any other third party that You engage via the Platform, or for variations in our Services caused due to factors outside our control.

We will endeavour to provide You with accurate and updated information about Our Services and any Quests or Gamified Leaderboard that You participate in on the Platform. However, please note that We rely on third-party Service Providers to source some information and the accuracy and completeness of the information We provide.

We reserve the right, but not the obligation, to: (1) monitor the Platform for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in Our sole discretion, violates Applicable Law or these Terms of Use, including without limitation, reporting such User to law enforcement authorities; (3) in Our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of the User's content on the Platform or any portion thereof; (4) in Our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to Our systems; and (5) otherwise manage the Platform in a manner designed to protect Our rights and property and to facilitate the proper functioning of the Platform.

We reserve the right to suspend or terminate any User Account that, in our opinion, has violated these Terms of Use.

Your Duties and Obligations

Please use Our Platform and Services responsibly. Do not attempt to manipulate the system or gain access to our Platform or other User Accounts by hacking or in any other unauthorized manner. You are not allowed to use Our Platform for a purpose other than its intended purpose as per these Terms of Use.

You agree to abide by these Terms of Use and all other terms applicable to the Platform, including our Privacy Policy, AML and KYC Policy, and Risk Disclosure Policy. In the event You do not abide by the said terms, We may, at our sole and absolute discretion, take necessary remedial action, including but not limited to: (a) restricting, suspending, or terminating Your access to all or any part of the Platform or its Services; or/and (b) deactivating or deleting the User Account and all related information and files on it. Any benefits due to You on or prior to the date of deactivation or deletion may be restricted/withdrawn as per Our discretion.

You agree to provide true, accurate, current, and complete information at the time of registration and at all other times (as required by KGeN). You further agree to update and keep updated all information You share with Us.

You agree that KGeN will share relevant information about You with Platform Partners or Service Providers in accordance with the Privacy Policy. You may opt out of sharing your information fully or partially with Platform Partners by changing your settings on the Platform.

You will not register or operate more than one User Account on the Platform using the same mobile number or login credentials or same device. KGeN is authorised to store the unique device ID You create on the Platform. You agree not to create more than one user profile using the same unique id.

You agree to ensure that You allow Us to send communication to You for marketing and other purposes in relation to Your use of Our Services. We are not liable if any email or other communication remains unread by You because of such communication being delivered to Your junk or spam folder, or if You have blocked Us from sending such communications.

Any password created by You must not be revealed or disclosed to anyone else. You should not use another User's password or login credentials to access the Platform.

You agree not to use cheat codes, exploits, automation, software, bots, hacks, or any unauthorised third-party software designed to modify or interfere with our Platform or/and our Services or to participate in any Quest or Gamified Leaderboard in an unfair manner.

You agree not to collude, unionize, conspire, or otherwise engage with any third-party or other users on the Platform with the intent of cheating, defrauding the Platform, circumventing these Terms of Use, or for otherwise initiating or instituting legal proceedings against Us.

You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying KGeN, the Platform, or the Services.

You agree not to institute, assist, or become involved in any type of attack, including without limitation to distribution of a virus, denial of service, or other attempts to disrupt the Services or any other person's use or enjoyment of the Platform.

You will not publish any content that is false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person.

Without limiting the foregoing, You agree not to use the Platform or/and the Services:

- To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory, or abusive action or communication.
- To publish, post, upload, e-mail, transmit, distribute, or disseminate any inappropriate, profane, defamatory, infringing, hateful, obscene, indecent, or unlawful content.
- To advertise, offer or sell any goods or services for any commercial purpose on the Platform without the express written consent.
- To download any file, recompile or disassemble or otherwise affect the products that You know or reasonably should know cannot be legally done or obtained in such manner.
- To collect or store personal information about other Users.
- To impersonate any person or entity, including, but not limited to, a representative of KGeN, or falsely state or otherwise misrepresent User's affiliation with a person or entity.
- To engage in any illegal activities.
- To engage in any action that threatens the unity, integrity, defence, security or sovereignty of any country, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting to other nation (s).

You agree to use the bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the “Forums”) to send and receive messages and material that are proper and related to that particular Forum.

If You choose an account name or user-ID that, in Our opinion, is obscene, indecent, abusive, hateful or that might subject Us to public disparagement or scorn, or a name which is an official name of a sports team, sporting league, sporting franchise and/or name of any sporting personality or any well-known person or celebrity in any sphere of public life, as the case may be, KGeN shall have no liability with respect to the usage of such name, and additionally reserves the right, without any prior notice to You, to restrict and remove such names.

Use of Our Platform and/or Our Services is subject to existing Applicable Laws and legal processes. Nothing contained in these Terms of Use shall limit Our rights to comply with governmental, court, and law enforcement requests or requirements relating to Your use of the Platform.

Intellectual Property

All non-user content, services, brands, games, logos, pictures, and other signage on the Platform are Our property or that of our Platform Partners, Service Providers, or other affiliates. You are only given a limited right to use the Platform and You cannot duplicate or commercially exploit any of the Intellectual Property in any manner. You agree to give Us the right to use Your content in accordance with these Terms of Use.

Unless otherwise indicated, the Platform is Our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform and the trademarks, service marks, and logos contained therein (collectively, the “KGeN Content”) are owned, controlled by Us or licensed to Us, and are protected by Applicable Law, including without limitation, copyright and trademark laws and various other intellectual property rights and unfair competition laws. The KGeN Content and the accompanying intellectual properties are provided on the Platform “AS IS” for Your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Platform and no KGeN Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

The Platform includes a combination of KGeN Content created by KGeN, the Platform Partners, our Service Providers, affiliates, licensors, associates, group companies, and/or You. The intellectual property rights (“Intellectual Property Rights”) in all software underlying our Services and all material published on the Platform, including (but not limited to) Quests, Gamified Leaderboard, Partner Platforms, software, advertisements, written content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings, and flash animation, is owned by KGeN, the Platform Partners, Service Providers, affiliates, licensors, associates, and group companies.

You are solely responsible for all materials (whether publicly posted or privately transmitted) that You upload, post, email, transmit, or otherwise make available on the Platform from your User Account (“User Content”). Each User represents and warrants that unless otherwise expressly agreed, it owns all Intellectual Property Rights in the User Content and that no part of the User Content infringes any third-party rights. Users further confirm and undertake to not display or use of the names, logos,

marks, labels, trademarks, copyrights, or intellectual and proprietary rights of any third party on the Platform in contravention of Applicable Law. For avoidance of any doubt, it is clarified that ownership of any User Content submitted as part of a Quest or Gamified Leaderboard shall vest in KGeN, or in the applicable ServiceProvider or third-party Partner Platform, as the case may be. Such User Content shall be deemed to be a ‘work for hire’ arrangement between the User and KGeN, or in the applicable ServiceProvider or third-party Partner Platform, as the case may be.

Users agree to indemnify and hold harmless KGeN, its group companies, directors, employees, affiliates and assigns against all costs, damages, loss and harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of Intellectual Property Rights arising out of such display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Platform, by such User or through the User’s commissions or omissions.

Parts of the Platform offer an opportunity for Users to post and exchange opinions and information. We do not filter, edit, publish or review comments prior to their presence on the Platform. Comments do not reflect Our views and opinions, nor the views or opinions of Our agents or affiliates. Comments reflect the views and opinions of the Users who post their views and opinions. To the extent permitted by Applicable Law, we shall not be liable for the comments or for any liability, damages or expenses caused and/or suffered as a result of any use of or posting of or appearance of the comments on the Platform. However, in the event we find any User Content to be inappropriate, offensive, violative of Applicable Law, or in breach of these Terms of Use, We may remove such User Content at Our sole discretion.

Users hereby grants to KGeN, Service Providers, Platform Partners, and their respective affiliates, partners, licensors and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and/or publish User Content for any of the following purposes: (a) displaying User Content on the Platform or elsewhere; (b) distributing User Content, either electronically or via other media, to other users or third parties seeking to download or otherwise acquire it; and/or (c) storing User Content in a remote database accessible by end users. This license shall apply to the distribution and the storage of User Content in any form, medium, or technology.

All names, logos, marks, labels, trademarks, copyrights, or intellectual and proprietary rights on the Platform or in the possession of KGeN by virtue of these Terms of Use, belonging to any person (including User), entity or third party are recognized as proprietary to the respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to KGeN.

Disclaimers

The Platform is provided to You on an “as is” basis without warranties of any kind. While we always attempt to provide the Services and Platform safely, we do not represent or warrant that they are free of viruses or other harmful components or that they are error-free and reliable.

Except as expressly provided to the contrary in writing by Us, the Platform, and the KGeN Content contained therein, are provided on an “as is” and “as available” basis without warranties or conditions

of any kind, either express or implied. KGeN (and its suppliers and Service Providers) make no warranty that the Platform will: (1) meet Your requirements; (2) be available on an uninterrupted, timely, secure, or error-free basis; or (3) be accurate, reliable, complete, or safe.

We will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained on the Platform. We do not represent or warrant that any content on the Platform is accurate, complete, reliable, current or error-free.

While We attempt to make Your access to and use of the Platform and content safe, We do not represent or warrant that the Platform, KGeN content, or any other part of the Platform are free of viruses or other harmful components. We cannot guarantee the security of any data that You disclose online. You acknowledge and accept the inherent security risks of providing information and dealing online over the Internet. We will not be responsible for any breach of security unless it is due to Our gross negligence.

We will not be responsible or liable to You for any loss and take no responsibility for, and will not be liable to You for, including but not limited to, any losses, damages, or claims arising from: (1) User error such as if You forget Your password(s), incorrect transactions, or mistyped addresses; (2) server failure or data loss; (3) corrupted wallet files; or/and (4) loss of any assets in Your KGeN Wallet.

KGeN does not review or evaluate the User Content, or the content present in the Partner Platform. We are not responsible in any manner for the accuracy, copyright compliance, legality, decency, or appropriateness of the Partner Platform. We are also not responsible for the content, graphics, advertising, products, or any other materials that may appear in the Partner Platform. You should carefully review such content, the adverts and respective terms and conditions for each of the Partner Platform before use.

The use of each of the Partner Platform by the User is subject to the terms and conditions, if any, posted by such Platform Partner(s). KGeN does not exercise control over any internet sites apart from the Platform, and cannot be held responsible for any content, product, or services residing in any third-party internet sites, including but not limited to Service Providers and Platform Partners, that the User may access through the Platform.

We do not control and are not responsible for what Users post, transmit or share on the Platform or in a Partner Platform. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable User Content You may encounter on the Platform or in any Partner Platform in connection with any third-party applications, software or content. We are not responsible for the conduct, whether online or offline, of any User of Our Platform.

Partner Platforms are directly updated/uploaded on the Platform by the respective Platform Partner and therefore We make no warranty that You will not come across content in a Partner Platform that might not suit Your sensibilities and might be considered inappropriate by You. In such a scenario, You are free to discontinue playing/participating in such Partner Platform or opt not to use, view, stream, consume, engage with such content or Partner Platform.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer. In such a case, the exclusion and limitations in this section may not apply to such User and may not affect such User's statutory rights.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PLATFORM AND CONTENT CONTAINED THEREIN. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability and Indemnity

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OF USE, THE PLATFORM, YOUR ENGAGEMENT WITH ANY SERVICE PROVIDER OR PLATFORM PARTNER, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE PLATFORM, PRODUCTS, SERVICE PROVIDERS, PLATFORM PARTNERS, OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY LOSS (INCLUDING LOSS OF DATA) RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE, THE ACCESS AND USE OF THE PLATFORM, OR ANY PRODUCT OR SERVICES PURCHASED ON THE PLATFORM EXCEED USD 100. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO OUR LIABILITY FOR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY INJURY CAUSED BY ANY FRAUD OR FRAUDULENT MISREPRESENTATION THROUGH US, BUT APPLIES TO ANY INJURY CAUSED BY ANY FRAUD, MISREPRESENTATION, OR MISCONDUCT BY OUR SERVICE PROVIDERS OR/AND PLATFORM PARTNERS.

To the fullest extent permitted by Applicable Law, You agree to indemnify, defend and hold Us harmless and our past, present and future Service Providers, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively the "KGeN Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) Your use or misuse of the Platform, our Services and KGeN Content, (b) Your breach of these Terms of Use, and (c) Your breach or violation of the rights of a third party, including another User or Service Provider. You agree to promptly notify

Us of any third-party Claims and cooperate with the KGeN Parties in defending such Claims. You further agree that the KGeN Parties shall have control of the defence or settlement of any third-party Claims.

THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES THAT MAY BE SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND KGeN.

Grievance Redressal Mechanism

You may raise a grievance with us if You feel any User Content violates these Terms of Use, or if there is an infringement of intellectual property rights or if You have any concern in relation to the Platform.

In case You have any complaints or grievance pertaining to (i) any User Content that You believe violates these Terms of Use (other than an infringement of Intellectual Property Rights, for which please see clause 11.3 below); (ii) Your access to the Platform; or (iii) any User Content which You believe is, prima facie, in the nature of any material which is obscene, defamatory towards the complainant or any person on whose behalf You are making the complaint, or is in the nature of impersonation in an electronic form, including artificially morphed images of such individual, please share the same with Us by writing to support@kgen.io.

In Your complaint or grievance, please include the following information:

- Your name and contact details: name, address, contact number and email address;
- Your relation to the subject matter of the complaint, i.e. complainant or person acting on behalf of an affected person;
- The name and age of the person aggrieved or affected by the subject matter of the complaint, in case You are acting on behalf of such person and a statement, under penalty of perjury, that you are authorised to act on behalf of such person and to provide such person's personal information to Us in relation to the complaint/grievance;
- Description of the complaint or grievance with clear identification of the User Content in relation to which such complaint or grievance is made;
- A statement that You believe that the User Content violates these Terms of Use
- A statement that the information provided in the complaint or grievance is accurate.

KGeN respects the Intellectual Property Rights of others. All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Platform belonging to any person (including User), entity or third party are recognized as proprietary to the respective owners. You are requested to send Us a written notice/intimation if You notice any act of intellectual property infringement on the Platform, which must include the following information:

- A clear identification of the intellectual property allegedly infringed;
- A clear identification of the allegedly infringing material on the Platform;
- Your contact details: name, address, e-mail address and phone number;
- A statement that You believe, in good faith, that the use of the material allegedly infringed on the Platform is not authorized by Your agent or the law;

- A statement that the information provided in the notice is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the intellectual property right that is allegedly infringed;
- Your signature or a signature of Your authorized agent.
- The aforesaid notices can be sent to KGeN by email at support@kgen.io.

On receiving such a complaint, grievance or notice, KGeN reserves the right to investigate and/or take such action as KGeN may deem appropriate.

You may write to the Grievance Redressal Officer by email at support@kgen.io.

Dispute Resolution

KGeN and the User will endeavour to mutually resolve all disputes arising out of or in connection with these Terms of Use, or in respect of any defined legal relationship associated between the Parties.

In the event either or both Parties believe that the dispute is not resolvable through amicable and mutual means, either Party may refer the dispute to a sole arbitrator appointed by KGeN. The arbitration will be as per the rules of the Cyprus Center for Alternative Dispute Resolution, as amended from time to time. The arbitration shall be institutional and conducted under the aegis of the Cyprus Center for Alternative Dispute Resolution. The language of the arbitration shall be English. The seat and venue of arbitration shall be Cyprus. The courts in Cyprus shall have the exclusive jurisdiction for court proceedings arising out of or in relation to the arbitral proceedings.

Each Party will cover its own costs associated with the arbitration proceedings.

Governing Law

These Terms of Use shall be governed, construed, and interpreted according to the laws of Cyprus and the relevant courts in Cyprus shall have jurisdiction in relation to any matters or disputes arising out of these Terms of Use.

Miscellaneous

Relationship of the Parties

The relationship of the Parties under these Terms of Use and vis-à-vis the User's interaction with our Services or/and Platform is that of an independent contractor. Nothing in these Terms of Use shall be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent, or franchisor-franchisee between You and Us. Accordingly, You acknowledge that You are not entitled to any benefits (whether statutory or otherwise) under Applicable Law that would otherwise apply to a joint venture, partnership, association of persons, employer-employee, principal-agent, or franchisor-franchisee relationship. These Terms of Use are not intended to be for the benefit of any third party, and is not enforceable by any third person, and shall not confer upon any third party any right, privilege, remedy, claim or other right.

Privacy Policy

All information collected from users on the Platform is subject to our Privacy Policy which is hereby incorporated in these Terms of Use by reference.

Additional Terms of Use

KGeN may from time-to-time issue additional terms of use on Your use of the Platform and our Services, including but not limited to terms for any promotional scheme, special events and contests, etc. (“Additional Terms of Use”). These Additional Terms of Use will be available on the Platform and are hereby incorporated in these Terms of Use by reference.

Force Majeure

KGeN is not liable for any failure or delay in its performance under these Terms of Use due to Force Majeure events beyond its reasonable control. In the event of any such delay or failure, KGeN will use reasonable efforts to promptly notify You of the Force Majeure event, stating the time-period till the occurrence is expected to continue. KGeN will resume the performance of its contractual obligations as soon as reasonably practicable after the cessation of the Force Majeure event.

Entire Understanding

These Terms of Use contain the complete and integrated understanding between You and KGeN and supersedes any prior understanding, agreement, representation, or negotiation (including without limitation prior versions of these Terms of Use). These Terms of Use are intended solely for the benefit of Users and do not confer third-party beneficiary rights upon any other person or entity.

Equitable Remedy

Notwithstanding anything to the contrary in these Terms of Use, We may seek and obtain injunctive relief in any court of competent jurisdiction. You agree that these Terms of Use are specifically enforceable by Us through injunctive relief and other equitable remedies without proof of monetary damages.

Assignment

You will not transfer or assign Your rights or obligations under these Terms of Use, whether in whole or part, by delegation, subcontracting, operation of law, or otherwise, except with the prior written consent of KGeN. KGeN shall have the right to sub-contract ancillary matters relating to its Services or/and operation of the Platform for efficient and timely delivery of Services.

Notices

Notices to You may be made via Your email for communications like account registration confirmation and other notifications. The Platform may also provide notices to You regarding Your use of our Services or for other matters connected therewith or incidental thereto.

Severability

If any term, clause, or provision of these Terms of Use is held invalid or unenforceable, then that term, clause, or provision shall be severable from these Terms of Use and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other terms, clause, or provision of these Terms of Use.

Survival

These Terms of Use incorporated herein by their nature extend beyond their expiration or termination, including, without limitation, sections pertaining to suspension or termination, indemnification, general use of the Platform, and general provisions, shall survive the termination or expiration of these Terms of Use.

Annexure

The following capitalised terms used in the Terms of Use shall have the meaning ascribed to them as under:

“Applicable Laws” means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, directions, directives, advisories and orders as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter or other governmental restrictions or any similar form of decision of, or determination by any government, statutory authority, tribunal, board, court having jurisdiction over such matter.

“Clan” means a group of Users on the Platform who organise themselves as a community based on shared interests or affinity in the real world, to work together and get the socio-economic benefits of collective action on the Platform.

“Clan Chief” means the leader of a Clan. A user may become Clan Chief either by creating a Clan or by achieving the position gradually over time as per certain defined metrics.

“Force Majeure“ means any event including acts of God or such other events beyond the reasonable control of the affected Party including a pandemic, directives of any government or statutory authority, orders of a court, statutory, or quasi-judicial authority, terrorist activities, earthquake, tempest, cyclone, flood, hurricane, tsunami, volcanic eruption or fire or other casualty or accident or landslide, war (whether declared or not) or other violence or limitation/unilateral suspension/termination by access service providers, or any cyber-attack or similar unforeseen technological disruptions, or any change in government policies directly or indirectly interrupting the performance of the affected Party in terms of this Agreement, any of which prevents the affected Party from performing its obligations under this Agreement, and which Force Majeure event is beyond the reasonable control and not arising out of the fault of the affected Party and the affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care.

“Party” individually refers to the User and KGeN, and “Parties” collectively refers to both the User and KGeN.

“Restricted Territory” means territories in the list of sanction countries issued by the Office of Foreign Assets Control (United States) as modified from time to time and such other countries where access or use of the Platform is specifically restricted by KGeN.

“KCash” means the internal native reward points of the Platform which, among other things, are credited to a User at the discretion of KGeN for continued engagement on the Platform and completion of Quests and/or Gamified Leaderboard.

“Services” means all services provided by KGeN to the Users through its Platform.

“User Account” means the account created for an individual person by KGeN after submission of all relevant information by the Task performer and completion of verification and other checks by the Platform.