

# NIMSES TERMS OF SERVICE

## WHAT ARE THESE TERMS ABOUT?

This is a current version of Nimses terms of service (*hereinafter referred to as "Terms"*). These Terms came into force on **March 1st 2019**.

These Terms describe terms and conditions under which Nimses provides, and you may use Nimses services, Nimses App, Nimses Goods, Nimses Exchange and any other services, software, products (*hereinafter collectively referred to as "Services/Service"*) that belong to Nimses Inc. and in some cases can be supported, provided and operated by Nimses affiliates or contractors (*hereinafter collectively referred to as "Nimses"*). Briefly, these Terms regulate the mutual rights and duties of Nimses and users.

## WHY SHOULD I READ THESE TERMS?

It is not unusual for users to skip reading terms of service and user agreements.

Nevertheless, Nimses encourages you to read these ones. Nimses tried to make them easier and simpler by omitting legal jargons and long sentences whenever possible. However, some parts of the Terms may still be hard to read through because these Terms are a legal agreement.

New Services users often may have questions regarding personal data collection or the specifics of Services or separate features. Nimses hopes that reading these Terms before you accept them and start using the Services will help to avoid the misunderstandings, if any. These Terms will help you understand how the things will go once you start using the Services.

**Please do not forget to take a look at Nimses Privacy policy and Nimses Cookie policy.** Nimses would like to make it very clear how exactly your personal data is collected and processed. Therefore, Nimses

encourages you to read these policies. When you start using the Services, you also will be bound by the mentioned policies.

## **1. GENERAL PROVISIONS**

- 1.1. These Terms are a legal agreement between Nimses Inc., a Delaware company registered at 1209 N Orange ST, Wilmington, DE 19801, USA, and you, or, if you represent a legal entity or other organization, that legal entity or organization (**hereinafter referred to as "User"**).

**When you click on the button**

**"Agree"/"Accept"/"Register"/"Create an account" or similar button or when you just create an account and/or start to use any Service, you enter into a legally binding agreement with Nimses.**

**Please note, that some or part of the Services may be supported, provided and operated by affiliates or counterparties of Nimses Inc. By accessing and using such Services you enter in a contract with the company who operates relevant Services under the provisions of these Terms of Service.**

- 1.2. **If you disagree with these Terms or any part of the Terms, please do not use the Services.**

- 1.3. Nimses retains the right to introduce the additional terms of use for any specific Service, which will be presented to you before you access the relevant specific Service and which become a part of these Terms when you start to use such specific Service. Therefore, when Nimses refers to the Terms, Nimses means these ones and any additional terms for the specific Service. These Terms describe general rules and provisions which apply to all Services, unless otherwise is directly specified by separate terms of use of specific Service.

If any controversies arise between these Terms and additional terms which apply to the specific Service, such additional terms shall prevail.

**Please note, when you start to use any specific Service, for example, Nimses Goods, Nimses Exchange, you agree to be bound by these Terms and by terms for that specific Service, if any.**

## **2. WHO CAN USE SERVICES?**

**Users under 13 years old are not allowed to use the Services.** It is a crucial one. Services are not intended to children under 13. Nimses does not knowingly collect personal information from anyone under 13. Note that terms for some specific Services require a user to be even older. You

also must comply with other requirements, which are envisaged by these Terms and other applicable agreements.

2.1. By using the Services, you represent and warrant that:

- 2.1.1. you are at least 13 and you have reached the age allowing you to enter into these Terms. In other words, when you enter into these Terms, you represent and warrant that you have already reached the age of contractual capacity;
- 2.1.2. you are able to enter into a binding agreement with Nimses according to the legislation applicable to you;
- 2.1.3. you are not banned from consuming and using the Services due to the applicable sanctions. In other words, you represent and warrant that you:
  - 2.1.3.1. are not listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state;
  - 2.1.3.2. are not residing or acting in sanctioned jurisdiction, including, as of the date hereof, Iran, Cuba, Syria, Sudan, North Korea and the Crimea region of the Ukraine;
  - 2.1.3.3. are not banned from consuming and using the Services due to any other similar prohibitions or sanctions;
- 2.1.4. you will provide truthful information on your account;
- 2.1.5. you have read, understood and accepted these Terms and Privacy Policy in full;
- 2.1.6. you will comply with these Terms, which may be amended from time to time at Nimses's sole discretion.

2.2. Please note, misrepresentations and violations of the mentioned-above clauses may have unpleasant consequences for you. Nimses may at its sole discretion suspend the Services, some features, etc.

### **3. GENERAL RULES**

Nimses respects the rights of Users and other people's rights and really wants to create safe Services. For these reasons every User shall obey the following rules while using the Services.

### ***One User = One Account***

One User can have only one personal account. It is not allowed to create account by non-humans. The mentioned above rules are of utmost importance while using the Services. **Any attempts of a User to circumvent these rules shall be treated as serious violation of these Terms.**

- 3.1. A User shall:
  - 3.1.1. not create more than one personal account;
  - 3.1.2. not create another account if Nimses has already blocked, terminated or otherwise disabled User's account;
  - 3.1.3. not create another account if Nimses has already blocked, terminated or otherwise disabled User's account, by abusing his/her rights concerning personal data (for example, using his/her right to erasure of personal data);
  - 3.1.4. not create account/accounts through using of automated programs (bots, robots, etc.);
  - 3.1.5. not use personal data of other people to proceed the registration, verification processes if any is required for Services use;

### ***Safety rules***

Nimses wants Services to be safe and secure. **When using Nimses's Services, you have to take care of the cybersecurity of your account. Mind that you are solely responsible for your security when using the Internet, and Nimses's Services are not an exception. Nimses will not be responsible if you lose your nims or assets due to viruses, unauthorized access, for more details see sections 9 and 10.** Feel free to notify Nimses if you detect indications of third parties' unauthorized access to your account.

3.2. A User shall:

- 3.2.1. not disclose her/his account log-in and password (if any) to other persons or provide them for such persons otherwise;
- 3.2.2. not alienate her/his account for the benefit of other persons (by donating, selling, leasing, exchanging it, etc.);
- 3.2.3. not replace the data in his/her account with untrue, inaccurate, outdated data or the data misleading the other Users as to User's identity, name, age, occupation, etc. for other reasons;
- 3.2.4. not use the Services for any illegal or unlawful purpose;
- 3.2.5. not use the Services for any purpose prohibited in these Terms;
- 3.2.6. not assist the other Users in breaching these Terms and shall not encourage such breaches;
- 3.2.7. not try to receive access to the account of another User or perform any acts from the account of another User, unless the specific authorization for such access is granted by a User;
- 3.2.8. not perform acts aimed at a breach of the normal functioning of the Service;
- 3.2.9. not disseminate, launch or use viruses, Trojan horses, and other harmful software (exe files, object codes in any form, etc.) within the Service;
- 3.2.10. not use automated programs (bots, robots, "spiders", scrapers, and other programs having similar functions) and scripts through its account and in the Service, in particular, for the collection of the information on the other Users or the Service in whole and for mass or targeted distribution (spam, etc.);

- 3.2.11. not use or develop any third-party applications that interact with the Services or other users' content or information without Nimses's written consent;
- 3.2.12. not probe, scan, or test the vulnerability of Nimses's Services or any system or network;
- 3.2.13. not override any security feature or bypass or circumvent any access controls or use limits.

***Honoring intellectual property***

- 3.3. A User shall not place any materials (content, files) anywhere within the Service, which violates intellectual property rights of others.
- 3.4. A User shall not violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights in another way, for example, to advertise, to promote, to sell goods in Nimses Goods with violations of intellectual property rights of others, to use trademark in user's name without the authorization of the relevant owner, etc.

***Honoring other people's rights***

- 3.5. A User shall not place any materials (content, files) anywhere within the Service, which:
  - 3.5.1. propagandize war, violence, and discrimination aimed at the fomentation of ethnic, racial, and religious hostility; call to encroaching on the human rights and liberties, to commit crimes against peace and safety of the mankind, terrorism, extremism, any other offences, etc.;
  - 3.5.2. propagandize fascism, nazism, or any other racial prevalence ideology;
  - 3.5.3. propagandize criminal activities or contain advice or instructions concerning the performance of criminal acts;
  - 3.5.4. contain aggressive utterances and threats, scenes of violence and cruelty;

- 3.5.5. contain scenes of inhuman and cruel treatment of animals;
- 3.5.6. contain a description or images of the means or methods of committing suicide or consuming prohibited drugs as well as solicitation of the performance of the relevant acts;
- 3.5.7. contain pornography as well as the images of the intimate zones of humans, animals and fantastic creatures;
- 3.5.8. objectively have an extremely unpleasant nature being shocking for perception and are vulgar and obscene;
- 3.5.9. contain abuse, slander, defamation; discredit; humiliate and defame the honor, dignity and business reputation of the other Users or third parties;
- 3.5.10. breach other rights and legal interests of Users or third parties including legal entities, international organizations, public bodies, entire states, etc.;
- 3.5.11. contain viruses, Trojan programs, and other harmful software (exe files, any form of an object code, etc.).

3.6. A User shall:

- 3.6.1. not distribute unauthorized commercial messages (advertising, spam) among the other Users;
- 3.6.2. not engage in unlawful network marketing, organization of and involving Users in pyramid investment schemes, fraudulent activities, and games of chance (gambling); and in other unlawful activities within the Service;
- 3.6.3. not carry out any unauthorized collection and processing of the personal data of the other Users and third parties without their explicit consent;
- 3.6.4. not mislead the other Users;

3.6.5. not place any materials (content, files) anywhere within the Service, which he/she is not entitled to place in accordance with the applicable laws, in particular, the intellectual property laws, limited-access information protection laws, etc.;

3.7. A User shall not perform any acts:

3.7.1. having the nature of threats, jeopardizing, persecution, discrimination, abuse, deceit, or some other unlawful influence on the other users;

3.7.2. breaching the rights and legal interests of the other users;

3.7.3. making the other Users' comfortable use of the Service impossible otherwise.

***Miscellaneous***

3.8. A User shall:

3.8.1. not pose as a representative or authorized person of Nimses or its affiliates, or an employee of a law-enforcement authority without any appropriate legal grounds;

3.8.2. not place any materials (content, files) anywhere within the Service, which are or contain the advertising of other social network services and discredit the Services and/or Nimses;

3.8.3. not use the Services for any commercial purpose without Nimses`s consent, unless otherwise is implied by the terms of any specific Service;

3.8.4. not exploit nor thrive on Nimses`s Services or any specific feature for the commercial purposes, including, but not limited, to provide any services beyond Nimses`s Services (for example, «selling of followers», artificial increasing of numbers of followers, selling of different statuses, etc.);

3.8.5. not verify the accounts/Users whom a User did not meet in real life (that is, outside the Internet);

- 3.8.6. not violate Nims generation, accrual, charging and use procedure;
  - 3.8.7. not violate any additional terms, which apply to a User due to his/her use of the specific Service;
  - 3.8.8. not sell, or buy, or otherwise dispose nims, infinim, or other digital unit beyond Nimses`s Services unless it is directly authorized by Nimses;
  - 3.8.9. not demand that the other User should transfer nims or to persevere in exercising his/her influence on the other User`s making such a decision otherwise;
  - 3.8.10. not transfer nims to another User as well as to receive nims from another User because of the purchase thereof for money or because of other legal obligations (deeds) between them beyond the Service;
  - 3.8.11. not monitor the Services` availability, performance or functionality for any competitive purpose;
  - 3.8.12. not engage in "framing," "mirroring," or otherwise simulating the appearance or functions of the Services.
- 3.9. If a User violates any provision of these Terms or law, Nimses may at its sole discretion take the following measures:
- 3.9.1. Nimses may block User`s account for definite or indefinite period (for example, till the moment, when violations will be cured by User). The duration of the blocking is determined at Nimses`s sole discretion;
  - 3.9.2. Nimses may delete User`s account;
  - 3.9.3. Nimses may block or delete some content placed by a User on the Services;
  - 3.9.4. Nimses may block some specific features available to a User;

- 3.9.5. Nimses at its sole discretion may charge a User in nims, from 10% to 100% of user's balance;
- 3.9.6. Nimses may deny to provide any operations in respect to nims, infinim or other digital units;
- 3.9.7. Nimses may deny to provide Services to the User, who decided to use the Services after the termination of these Terms due to his/her violations.
  
- 3.10. Nimses may take one or more measures defined above at the same time.
  
- 3.11. **Nimses is not responsible for the maintenance and preservation of your content or nims during the block period and will not be responsible for any loss of content or nims, for more details see sections 9 and 10. A User shall be solely responsible for all negative consequences related to the blocking.**
- 3.12. If you do not agree with the decision of Nimses, you may provide your objections to [support@nimses.com](mailto:support@nimses.com).

#### **4. PRIVACY ISSUES**

- 4.1. When you start to use Services, Nimses will collect and process your personal data. The very fact of Service usage is already a legal ground for Nimses to collect and to process your personal data, because Nimses and you have entered into the contract. However, the contract is not the only one. While processing your personal data, Nimses will rely on a number of other legal grounds, namely, legitimate interest, compliance with a legal obligation and others. For some types of processing, Nimses will need your consent and Nimses will ask your consent in a clear and transparent manner.
  
- 4.2. To get more information about the data Nimses processes, your rights etc., you should read Nimses [Privacy policy](#) and Nimses [Cookie policy](#). Please read them carefully, when you use Nimses Services you are also bound by the mentioned above policies.

- 4.3. If something in Nimses Privacy policy is not okay for you, or you disagree with anything, for example, you do not want Nimses to collect and process your geolocation data, do not use Nimses Services.

## **5. WHAT RIGHTS NIMSES GRANTS TO YOU?**

- 5.1. Hereby Nimses grants you a non-exclusive, revocable, royalty-free, non-transferable, non-sublicensable, worldwide end-user license to access and to use Services, its separate parts and features solely for personal consumption and according to these Terms and any other policies, issued by Nimses.
- 5.2. Under these Terms, you are not allowed and shall refrain from copying any Nimses software or its part, re-distributing, selling, leasing or transferring any Nimses software or its part to any third party, modifying any Nimses software, reverse engineering, decompiling or disassembling or otherwise attempting to derive source code from any Nimses software, in whole or part, unless otherwise is directly agreed by Nimses and you in writing. This provision shall survive any termination of these Terms.
- 5.3. You agree that you shall not obtain any intellectual property rights in respect of your account in connection with its artistic formatting or long use.

## **6. WHAT RIGHTS YOU GRANT TO NIMSES?**

- 6.1. While using Nimses's Services you may create, upload, post, publish, share, store or otherwise dispose of content, which is protected by intellectual property law. You retain all your rights in respect to that content. However, you grant Nimses a license to use that content.
- 6.2. By uploading, posting or otherwise submitting content to the Services, you grant Nimses and its subsidiaries, affiliates and their successors and assignors a worldwide, royalty-free, sublicensable, and transferable license to use, store, host, display, reproduce, publish, modify, process, adapt, edit, and distribute that content. This license is granted solely for the purpose of

operating, developing, providing, promoting, and improving the Services and researching and developing new ones. Also, under this license, you grant Nimses a right to create derivative works and to publish, display or otherwise use such derivative works for the purpose of advertising, promotion of the Services without any compensation to you.

- 6.3. By uploading, posting or otherwise submitting content to the Services, you also grant the other users a non-exclusive right to use it within the Services functionality only, namely by viewing, reproducing, copying for the purpose of a personal non-for-profit use.
- 6.4. By uploading, posting or otherwise submitting content to the Services, you represent and warrant to Nimses and its subsidiaries, affiliates and their successors and assignors that you do not violate the law nor anyone's rights (including intellectual property rights) in respect to such content. Misrepresentations and violations of the mentioned-above clause may have unpleasant consequences for you. Nimses may suspend the Services or some features, block some features, terminate these Terms, etc.
- 6.5. You can end above-mentioned license for specific content by deleting such content from the Services, or generally by deleting your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other Nimses' systems. In this case your license will end when the Users, who copied, re-shared your content delete the relevant content, or when the content is removed from backup and other Nimses' systems.
- 6.6. Remember, after you delete your content, Nimses may retain some reserve copies of such content in its backup systems to the extent it is a technical necessity or a legal requirement.
- 6.7. Keep in mind that some users may share/store your content and spread it through Nimses Services and on Internet in a bad faith or in a good faith. Thus, such content may be still available on Nimses's Services even if you delete your content, and Nimses shall not make such users delete such content.

- 6.8. You may place the content which belongs to third parties within the Service provided such placement does not breach the rights of the relevant parties and the requirements of the applicable laws.
- 6.9. Nimses appreciates any feedback from Users. By submitting suggestions or other feedback regarding Nimses` s Services, you agree that Nimses can use and share (but does not have to) such feedback for any purpose, including, but not limited to for the development of new Services or features, without compensation to you.
- 6.10. Nimses appreciates when well-recognized and popular Users use Nimses Services. Inevitably, appearance of such Users in the Services will increase popularity of the Services. Nimses will not pay any compensation to such Users for their contribution to increasing of Nimses` popularity, unless otherwise is expressly agreed between Nimses and such a user in writing.
- 6.11. Please remember that you are solely responsible for the content you submit to the Services. Nimses does not moderate the content you submit to Nimses Services. However, Nimses may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if Nimses thinks your content violates these Terms, other Nimses policies and agreements or law. Nimses also may delete your content if Nimses believes that such content is controversial, harmful for Nimses` reputation or does not match with Nimses` view of Nimses Services. Deletion of content does not always mean that content was moderated by Nimses.

## **7. PROTECTION OF INTELLECTUAL PROPERTY**

- 7.1. Nimses respects intellectual property. Nimses does not carry out a pre-moderation or censorship of the content placed by Users. Nimses is not authorized and cannot solve any disputes between third parties in respect to the intellectual property. At the same time, Nimses considers notices of intellectual property rights holder and takes measures in order to stop the breaches of their rights within the Service. Please note, that only the copyright/trademark owner or their authorized representative may file a report of the alleged infringement.

- 7.2. Nimses considers all reports of the alleged intellectual property rights infringements, but not all of them may be satisfied and not all claimed content may be removed or blocked.
- 7.3. If you have a good faith belief that someone infringes your copyright rights, you may submit to Nimses a notice of alleged copyright infringement.
- 7.4. The notice of alleged copyright infringement in order to be accepted by Nimses has to contain:
- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
  - identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nimses to locate the material;
  - your address, telephone number, and, if available, an electronic mail address at which you may be contacted;
  - a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
  - a statement that the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 7.5. You shall address the notice mentioned in clause 7.4. to Nimses`s designated agent:  
**Nimses Inc.**  
Attn: Copyright Agent

1616, 16th Street, Suite 350,  
San Francisco, CA 94103, USA  
San Francisco, CA 94103, USA  
e-mail: [legal@nimses.com](mailto:legal@nimses.com)

- 7.6. If you have a good faith belief that someone infringes your trademark rights, you may submit to us a notice of alleged trademark infringement.
- 7.7. The notice of alleged trademark infringement in order to be accepted by Nimses has to contain:
- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - identification of the trademark claimed to have been infringed, documents concerning trademark registration;
  - identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nimses to locate the material;
  - your address, telephone number, and, if available, an electronic mail address at which you may be contacted;
  - a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the trademark owner, its agent, or the law;
  - a statement that the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 7.8. You shall address the notice mentioned in clause 7.7. to:

**Nimses Inc.**

Attn: Copyright Agent  
1616, 16th Street, Suite 350,  
San Francisco, CA 94103, USA  
e-mail: [legal@nimses.com](mailto:legal@nimses.com)

- 7.9. Please note, when Nimses removes content in response to your report of copyright or trademark infringement, Nimses notifies the person you reported to and informs them the content was removed. Nimses also provides them with your contact information, including your email address and the name of your organization, and the contents of your report.
- 7.10. Nimses retains a right to suspend the Service and/or some features, block a user, terminate these Terms if Nimses has reasonable grounds to believe that you abuse your rights under this section.
- 7.11. If your content was removed, Nimses will notify you about this and provide you with information concerning your next steps, including but not limited to filing of counter-notification under DMCA.

**8. REPRESENTATIONS AND WARRANTIES**

- 8.1. You represent, warrant and covenant to Nimses that:
- 8.1.1. you have full power and authority to enter into these Terms and to perform your obligations under these Terms;
  - 8.1.2. these Terms will not conflict with, result in a breach of, or constitute a default under any other agreement to which you are a party or by which you are bound;
  - 8.1.3. you will comply with all laws, rules, and regulations applicable to you in your performance under these Terms;
  - 8.1.4. if you are accepting these Terms on behalf of a legal entity or other type of organization, you represent that you are duly authorized to do so and to enter into these Terms on behalf of such entity or organization;
  - 8.1.5. if you are accepting these Terms on behalf of a legal entity or other type of organization, you represent that you are duly

authorized to grant all licenses set forth in these Terms on behalf of such entity or organization;

- 8.1.6. you will not use the Services for any purpose that is illegal or prohibited in these Terms;
- 8.1.7. you will not use or develop any third-party applications that interact with the Services or other users' content or information without Nimses' written consent;
- 8.1.8. you will not use the Services in a way that could interfere with, disrupt, affect negatively, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.

8.2. Please note, misrepresentations and violations of the mentioned-above clauses may have unpleasant consequences for you. Nimses may at its sole discretion suspend the Services, some features, etc.

## 9. DISCLAIMERS

- 9.1. Nimses **DOES NOT REPRESENT OR WARRANT** that (1) Services or any feature of the Services will be secure, updated, complete, error-free or uninterrupted; (2) that any defects will be corrected; (3) that your use of the Services will provide specific results; (4) that Services will always function without delays, disruptions, or imperfections; (5) that your content, nims, infinims, or other digital units will be stored.
- 9.2. You use Services solely at your risk.
- 9.3. The Services are provided "AS IS" and "AS AVAILABLE". Nimses cannot guarantee the Services will be safe and secure or will work perfectly all the time.
- 9.4. The availability of Services may vary from country to country. Some Services or features may not be available to you in your country.
- 9.5. Nimses appreciates any feedback from you. Nevertheless, you cannot demand to change or to modify Services or some separate features.

- 9.6. Nimses may stop, suspend or modify any of its Services or its separate functionalities at any time and without prior notice to you.
- 9.7. To the extent permitted by law, hereby Nimses disclaims all warranties, expressed or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.
- 9.8. All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of both Nimses and its affiliates and their respective investors, beneficial owners, shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers, and their respective successors and assignors.

## **10. LIABILITY. LIMITATION OF LIABILITY.**

- 10.1. To the maximum extent allowed by law, Nimses and its affiliates and their respective shareholders, investors, beneficial owners, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers will not be liable for any indirect, incidental, consequential, special, punitive, multiple, exemplary or any other damages (even if Nimses has been advised of the possibility of such damages); for loss of profits; for loss of data; for loss of business opportunities; for loss of goodwill; for loss of other intangible objects or assets; loss of nim, infinim, or other digital units; for loss of savings; for loss of revenue or anticipated profits or for loss of business arising from or in connection with:

- (1) breach of the Terms;
- (2) your access to or use of or inability to access or use the Services;
- (3) unauthorized access, use, or alteration of your content and data;
- (4) termination of these terms by Nimses;
- (5) modifications, amendments, errors in Services;
- (6) suspending of the Services;
- (7) use of or inability to use the Service or from any products or transactions or transfers relating to products, or from any third party materials, including from any virus that may be transmitted in connection

therewith, and including from any dispute with any other user of the Service.

- 10.2. To the extent permitted by law, in no event will Nimses' aggregate liability for all claims relating to the Services exceed the greater of \$50 USD or the amount you paid Nimses in fiat money, if any, in the last 6 months.
- 10.3. All limitations of liability of any kind (including in this section and elsewhere in these terms) are made for the benefit of both Nimses and the affiliated entities, and their respective successors and assignors.
- 10.4. You agree that Nimses shall not be responsible for the worsening of your physical or mental condition and the persons who have had access to your account for certain reasons, caused by the use of the Service in whole or its separate functionality, the communication with other users, etc. You agree that you are responsible for the consequences of the access of your children or third parties' children to the Service through your account.
- 10.5. You agree that within the Services you shall not be protected from the interaction (communication) with the Users whose first name, surname, gender, age and other data may be unreal (the so-called "fakes") in defiance of these Terms. You agree that Nimses shall not incur liability for any consequences of such interaction (communication). For objective reasons, Nimses cannot warrant the absence of "fake users" within the Service as well as the presence of the same individual being the owner of the "non-fake" account at a device at any moment.
- 10.6. Nimses Services are not a storage service. You agree that Nimses has no obligation to store, maintain or provide you a copy of any content or information that you submit to Nimses Services, except to the extent required by applicable law and as noted in Nimses Privacy Policy. Nimses is not liable for loss of content and information you submitted to Nimses Services.

## **11. NO CLAIMS**

- 11.1. A User agrees that any claim that a User may have arising out of or related to the User's relationship with Nimses must be filed within one year after such claim arose; otherwise, such claim is permanently barred.
- 11.2. To the extent permitted by law, a User agrees that any claim it may have against Nimses, including Nimses' past and present affiliates, officers, directors, employees and agents, must be brought individually and a User shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against Nimses, including Nimses' past and present affiliates, officers, directors, employees and agents.

## **12. NO ASSIGNMENT**

- 12.1. A User will not assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Nimses. Any purported assignment or delegation by a User without the appropriate prior written consent of Nimses will be null and void. Nimses may assign these Terms or any rights hereunder without consent of a User.

## **13. SEVERABILITY**

- 13.1. If any provision of these Terms shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of these Terms (including, without limitation, each portion of any Section, paragraph or sentence of these Terms containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of these Terms (including, without limitation, each portion of any Section, paragraph or sentence of these Terms containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

## **14. WAIVER**

14.1. Any failure by Nimses to exercise any of its respective rights, powers, or remedies under these Terms, or any delay by Nimses in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by Nimses does not prevent either from exercising any other rights, powers, or remedies.

## **15. INDEMNIFICATION**

15.1. To the extent allowed by law, you agree to defend, indemnify and hold harmless Nimses and its affiliates and their respective shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers from and against any claims, complaints, liabilities, damages, charges, losses, costs and expenses, including without limitation, reasonable attorney's fees and costs due to, arising out of or in any way connected with any of the following:

- 15.1.1. any misrepresentation made by you;
- 15.1.2. your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities;
- 15.1.3. your content;
- 15.1.4. your access to or use of the Services;
- 15.1.5. your breach of these Terms or any policies, additional agreements referred to herein.

## **16. THIRD-PARTY SERVICES**

16.1. If you use some service, feature, or functionality that is provided by a third party and made available through Nimses Services (including Services Nimses jointly offers with the third party), each party's terms will govern the respective party's relationship with you. Nimses is not responsible or liable for a third party's terms or actions.

16.2. Nimses is not responsible or liable for a third party's services which are provided beyond Nimses Services by third parties who are unauthorized by Nimses but claim to be (for example, unofficial exchange, etc.)..

## **17. TERM AND TERMINATION**

17.1. Nimses may terminate these Terms at any time, for any reason, and without advanced notice. Nimses will try to notify you about the termination, but Nimses is not obliged to do so. A User may terminate these Terms at any time and for any reason by deleting his/her account. Any User's violation of the provisions of these Terms, as well as other policies or additional agreements referred to herein, may lead to immediate termination of these Terms by Nimses. Remember, if you violate any of the provision of these Terms, as well as other policies, additional agreements referred to herein, Nimses may stop providing Services to you, limit the scope of Services provided to you, block your account for a definite or an indefinite period, delete your account or otherwise deactivate your account. In above-mentioned cases Nimses will not pay any compensation to you for nulled Nims.

17.2. Clauses 3.1., 3.9.7., 5.2 and sections 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20 of these Terms will survive any indemnification or termination of these Terms regardless of who terminates these Terms.

## **18. APPLICABLE LAW. DISPUTES RESOLUTION.**

18.1. These Terms shall be interpreted and regulated in accordance with the material law of the USA, California State. All disputes related to the conclusion, execution, interpretation, validity of these Terms and/or its individual provisions are considered by the relevant courts of the State of California, USA, in accordance with their procedural legislation of the USA. The courts in some countries will not apply California law to some types of disputes. If you reside in one of those countries, then where California law is inapplicable your country's laws will apply to such disputes related to these Terms.

18.2. You and Nimses shall try to settle all the differences, which may arise, by negotiations. You agree that the e-mail correspondence with Nimses at [support@nimses.com](mailto:support@nimses.com) shall be an effective and binding communication method for the purpose of settling disputes between you and Nimses.

## **19. MISCELLANEOUS**

19.1. None of the Parties of these Terms is an agent, attorney or other intermediary, representative of the other Party, none of the Parties of these Terms has the authority to act on behalf of the other Party, including, but not limited to perform any actions that create rights and/or obligations for the other Party unless otherwise set out herein.

19.2. Under these Terms the Parties act as independent counterparties. The establishment of these Terms does not intend to create a separate legal entity, partnership, joint venture or conduct joint activities with the union deposits or without it.

19.3. These Terms are written in English. Provided any translated version of these Terms conflicts with the English version, the English version prevails.

19.4. In these Terms, except where the context otherwise requires:

- 19.4.1. headings are included in these Terms for convenience only;
- 19.4.2. a reference to clauses is a reference to clauses of these Terms;
- 19.4.3. words importing the singular include the plural and vice versa;
- 19.4.4. a reference to any law or enactment is to that law or enactment, as it may be applied, amended or re-enacted from time to time and includes any legislation in any jurisdiction.

19.5. These Terms shall supersede any other arrangements between you and Nimses as well as all the prior versions of these Terms.

## **20. CHANGES**

- 20.1. Nimses reserves the right to add or to remove features, products, or functionalities, and to suspend or stop the Services altogether. Nimses may take any of these actions at any time, and if Nimses does, Nimses may not provide a User with any notice beforehand. **Remember, you use the Services at your own risk. If Nimses decides to suspend or to stop its Services, Nimses will not pay any compensation to you for nulled Nims.**
- 20.2. Nimses may change any of the terms and conditions contained in these Terms or any policy or guideline hereunder or referenced herein, at any time and at its sole discretion, for example, reflect changes to Nimses` s Services. Nimses will post notice about changes on this page, or notify you about coming changes to the Terms in other way. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted, except cases when immediate effect of posted changes are permitted by law. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. Nimses calls a User to view these Terms from time to time in order to make sure he/she is aware of the valid version of the Terms. The full text of these Terms can be freely accessed by the public.

## **21. CONTACT NIMSES.**

- 21.1. Should you have any complaints, questions or suggestions do not hesitate to contact Nimses using following contacts:

Address: 1616, 16th Street, Suite 350, San Francisco, CA 94103, USA

Phone number: (650) 288 1989

e-mail: [support@nimses.com](mailto:support@nimses.com)