

Kin Gaming Challenge Terms and Conditions

Last updated: July 31, 2019

These terms and conditions (“**Terms**”) govern each person or entity that wishes to enter, or (subject to these Terms) successfully enters into the Kin Gaming Challenge (being a Kin Developer Program using Kin SDK for Unity) (“**You**” or “**Participant**”) facilitated by the Kin Foundation or its agents (“**Kin Foundation**” or “**We**” or “**Our**” or “**Us**”) on the Kin Foundation website at: <https://www.kin.org/developers/unityapply/gaming-challenge/> (“**Program**”) as well as the maintenance/ownership of a Game (defined below) following the completion of the Program. The purpose of the Program is to allow developers to build meaningful in-game experiences which will enrich and allow end-users to easily perform purchase and spend commands (“**Game**”) based on the then available Kin SDK for Unity (currently found at: <https://github.com/kinecosystem/kin-sdk-unity> or <https://assetstore.unity.com/packages/kin/137182>) (“**Kin SDK for Unity**”).

BY CLICKING THE RELEVANT BOX, AND IN ANY EVENT BY ENTERING THE PROGRAM, YOU ARE INDICATING YOUR (AND YOUR TEAM’S OR CORPORATION’S) AGREEMENT TO BE BOUND BY THESE TERMS DURING AND AFTER THE PROGRAM.

1. Entry

To enter the Program, You must complete the application form found at <https://www.kin.org/developers/unityapply/apply/> by July 31, 2019 (“**Entry Deadline**”). For clarity, any person or entity that is prohibited from participating because of a contractual or other legal obligation to another person or entity (such as an employer) is ineligible to enter. Participants of a previous Kin Developer Program may participate provided that they submit a new Game and formally opt-out of the prior Kin Developer Program by emailing devsupport@kin.org. All entries need to be in the English language. Dual submissions will not be accepted by Kin Foundation. In addition, following the Entry Deadline, no additional submissions will be accepted by Kin Foundation.

2. Initial Selection Phase; Announcement

Kin Foundation will notify all Participants if they are accepted to the next round of the Program, or rejected, by 23:30 PM EST, August 7, 2019. If You did not receive any notification by such time, please contact Us at: devsupport@kin.org. We may review and accept Participants earlier than this deadline. Furthermore, we may cease the Program at any time, for instance after accepting a certain number of Participants. Participants who passed will receive a welcome package from Kin Foundation via the email address that was provided in the application form. The first two hundred and fifty (250) approved Participants will receive two hundred and fifty thousand (250,000) Kin from Kin Foundation to support Your Game as You go live.

3. Go Live - Milestone

(A) In order to successfully achieve the go live milestone of the Program, Participants who passed the Initial Selection Phase will need to have their Game available on Google Play or the Apple Store by August 30, 2019, and verified by Kin Foundation (the “**Go Live Milestone**”). In addition, each Game will need to comply with the pricing guidelines found at: <https://www.kin.org/developers/unityapply/unityplaybook.pdf>.

(B) It is hereby clarified that Kin Foundation does not take any responsibility on a Google Play or Apple Store decision not to accept a Game nor on any subsequent decision to remove a Game from Google Play or Apple Store. Participants are encouraged to read carefully the rules, guidelines and policies of Google Play and/or Apple Store to avoid rejections or ejections. In the event that as a result of one (or multiple) rejections by the applicable App store the Game is not available on either the Google Play or Apple Store, then Kin Foundation, in its sole discretion, will decide on a case by case basis whether or not to disqualify a Game. In order to make its decision, the Participant will make available to Kin Foundation all relevant correspondence with the applicable App store. At its sole discretion, Kin Foundation may provide a Game an additional 10 days allowance, or such other discretionary amount to be solely determined by Kin Foundation.

(C) The first one hundred (100) Participants that achieve the Go Live Milestone, will receive from Kin Foundation an issuance of 50 Million (50,000,000) Kin tokens (“**Kin**”) and be eligible for the MAS Milestones as specified in Section 4 below (“**Eligible Participants**”). The Kin will be held by the Eligible Participants per Section 11.

4. Monthly Active Spender - Milestones

(A) There are six (6) Monthly Active Spender Milestones (“**MAS Milestones**”) available to Eligible Participants. In order to successfully achieve a MAS Milestone between April 18, 2019 and December 30, 2019 (“**Program Term**”), Eligible Participants will:

- (i) during a unique 30-day period, achieve one (1) particular MAS Milestone (as set out in the table below and in no specified order);
- (ii) only be able to achieve one (1) particular MAS Milestone per month during the Program Term (for clarity, if an Eligible Participant achieves MAS Milestone 6 in a particular month, MAS Milestone 6 will not be available in a subsequent month).

MAS Milestone	Monthly Active Spender (MAS)	Issuance of Kin
1	250	5M
2	1,000	10M
3	2,000	20M
4	5,000	30M
5	10,000	35M
6	20,000	45.75M

“MAS” or “*Monthly Active Spender*” means the number of active users who spent at least one (1) token during a 30-day period. A MAS shall not include any spending performed by any automated system, including without limitation, “robots” or “spiders” (“**Use of Robot**”). Kin Foundation reserves the right to determine, in its sole discretion, whether a single or multiple of MASs reported by an Eligible Participant, constitutes a Use of Robot. For clarity, an Eligible Participant may hit MAS Milestone 3 prior to MAS Milestone 1. Kin Foundation reserves the right to revise the MAS Milestones and/or define other success criteria, which Kin Foundation may publish from time to time at: <https://www.kin.org/developers/unityapply/unitytos.pdf>.

(B) Each Eligible Participant that achieves a MAS Milestone, will receive from Kin Foundation an issuance of Kin as set out in the table above for that MAS Milestone. The Kin will be held by the Eligible Participant per Section 11.

5. Most Active Award

(A) Participants may also achieve the one (1) Most Active Award (“**Most Active Award**”). In order to successfully achieve the Most Active Award during Program Term, Participants will:

- (i) pass the Initial Selection Phase, will need to have their Game available on Google Play or the Apple Store by August 30, 2019, and verified by Kin Foundation;
- (ii) be part of pool of up to 250 Participants who have achieved the highest calculated active spenders and based on a Kin Rewards Engine algorithm (for details [click here](#));
- (iii) not achieve a higher ranking through the **Use of Robots** which may result in disqualification from the Most Active Award or the Program.

(B) Each Participant that achieves a Most Active Award, will receive from Kin Foundation an issuance of Kin based on calculations specified in 5(A)(ii) above, from an award pool totaling Four Billion (4,000,000,000) Kin. The Kin will be held by the Participant per Section 11.

6. Best Use Award

(A) Participants may achieve up to one (1) best use awards (“**Best Use Award**”). Overall eight (8) Best Use Awards may be provided during the Program Term to eight (8) Participants. In order to successfully achieve the Best Use Award during the Program Term, Participants will:

(i) have passed the Initial Selection Phase, will need to have their Game available on Google Play or the Apple Store by August 30, 2019, and verified by Kin Foundation;

(ii) be judged by contest judges on their favorite Game when the challenge ends. Judges will evaluate entries to recognize distinction in creative work and judged against a high standard of excellence. Judges score each Game based on a performance scale and winning entries are recognized and awarded Gold (700M Kin), Silver (400M Kin), Bronze (200M Kin) or one of five Runner Ups (one of 50M Kin) based on the combined scoring of the judges who evaluate each entry. Judges will consider the following criteria (“**Judging Criteria**”): (1) originality (uniqueness of concept); (2) creativity (implementation and innovation in using the Kin SDK for Unity); and (3) the ability for users to earn and spend Kin, adopting a simple and low friction user journey. Application of the Judging Criteria will be at the judges’ sole discretion. The judges’ decisions are final and binding in all matters relating to the Program.

(iii) only be able to achieve one Best Use Award once during the Program Term.

(B) Each Participant that achieves the Best Use Award, will receive from Kin Foundation an issuance of Kin as specified in 6(A)(ii) above. The Kin will be held by the Participant per Section 11.

7. Community Favorite Award

(A) Participants may achieve up to one (1) Community Favorite Awards (“**Community Favorite Award**”). Overall three (3) Community Favorite Awards may be provided during the Program Term to three (3) Participants. In order to successfully achieve the Community Favorite Award during the Program Term, Participants will:

(i) have pass the Initial Selection Phase, will need to have their Game available on Google Play or the Apple Store by August 30, 2019, and verified by Kin Foundation;

(ii) be judged by community contest judges (“**Community Judges**”), who have been nominated by the Kin Foundation from Kin Foundation’s community of members, including but not limited to, in Reddit, Telegram, Twitter or industry influencers. Community Judges will evaluate Participants to recognize distinction in creative works and judged against a high standard of excellence. Community Judges score each Game based on a performance scale and winning entries are recognized and awarded either Gold (700M Kin), Silver (400M Kin) or Bronze (200M Kin), based on the combined scoring of the Community Judges who evaluate based on the Judging Criteria. Application of the Judging Criteria will be at the judges’ sole discretion. The judges’ decisions are final and binding in all matters relating to the Program.

(B) Each Participant that achieves a Community Favorite Award, will receive from Kin Foundation an issuance of Kin as specified in 7(A)(ii) above. The Kin will be held by the Participant per Section 11.

8. Judging

All judging in the Program is intended to identify the highest-potential, highest-impact Games according to the criteria set forth in these Terms and those published by Kin Foundation during the Program. All decisions of the designated Kin Foundation judges are at their sole discretion and are FINAL.

9. Marketing Costs; Taxes

Participants shall be responsible for all marketing costs associated with the Games and the Program. The awards set forth herein shall be deemed to include all taxes (including any withholding taxes and customs duties) howsoever designated and/or levied, including value added tax, if applicable. You will be responsible for all of Your tax obligations and implications, under applicable law and regulation, related to the receipt and use of the awards. In the event withholding taxes are required under applicable law, Kin Foundation shall be entitled to withhold and deduct the amounts required to be withheld from any amounts payable hereunder. You might be required to fill in additional forms in order to receive Your award.

10. Support

Kin Foundation shall not provide any support to specific Participants or their end-users, but may from time to time post general guidelines via GitHub, Kin.org or on the Unity Asset Store, and will provide documentation in order to allow easy integration of the Kin SDK for Unity. An instant messaging group (i.e. Slack) and/or other communication channel will be set up for Participants to communicate between themselves. Kin Foundation does not guarantee that the Kin SDK for Unity or Kin will be available at all times, and disclaims any and all express and implied warranties with respect to reliance on such availability. Each Participant is obligated to nominate its own internal technical personnel.

11. Awards.

(A) Any award provided to a Participant under these Terms may be provided in one lump sum, in installments or in any other method specified by Kin Foundation to the Participant, at Kin Foundation's sole discretion.

(B) The award will be provided to the designated account that You provide to Us. It is the account holder's responsibility to disburse the awards to its team members. Please note that once the award is provided to the designated account, Kin Foundation will not be responsible for any additional disbursements in Your team/corporation, including a problem arising from Section 11(D) below with respect to a specific team member.

(C) The awards will be provided to the Participant in the form of Kin— subject to the Participant providing to Kin Foundation a "wallet address", the award will be provided to the Participant within 30 days from the date of the Participant's eligibility of the stipulated award.

(D) If You live in a restricted area by applicable law and regulation in any country or jurisdiction, such as Hawaii, Alabama, Connecticut, New York, Vermont and Washington, You will not be eligible to receive an award in the form of Kin. For clarity, Kin Foundation reserves the right, at any time, to exclude Participants from jurisdictions where receipt of Kin or participation in the Program is or becomes during the period of the Program, illegal and/or in violation of applicable law.

(E) You hereby agree to execute any additional documentation required by Kin Foundation in order to receive an award.

(F) Employees of Kin Foundation, Kik Interactive Inc., Kik US, Inc. and Kik Interactive Israel Ltd., and their immediate families may not participate in the Program.

(G) Kin Foundation reserves the right, at any time, to substitute the Kin portion of the award for a fiat currency of equal value.

(H) Kin has not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or any United States state securities laws or the laws of any foreign jurisdiction. Kin Foundation makes no representations that any exchange will exist for the sale or conversion of Kin into any other cryptocurrency or fiat currency.

(I) Kin is subject to a high degree of risk, volatility and illiquidity. Participants should make their own investigations and evaluations of Kin that will be delivered pursuant thereto. Participants should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of Kin and Kin upon delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition. Kin Foundation will answer questions that Participants may have regarding Kin to the extent that it is able to do so without unreasonable effort or expense.

(J) Participants are not to construe these Terms as investment, legal, tax, regulatory, financial, accounting or other advice, and these Terms are not intended to provide the sole basis for any evaluation of Kin. Prior to receiving Kin, Participants should consult with their own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such acquisition.

12. Representations

(A) Participant warrants and represents as at the Commencement Date and on an on-going basis that: (i) it will perform its obligations under these Terms with all due skill, care and diligence and in accordance with good industry practice; (ii) it will not use any third party's intellectual property rights to create and/or in the Game; (iii) it will

comply, and will take responsibility for any non-compliance of its end-users, with the Apple Store and/or Google Play terms and conditions; (iv) the performance of its obligations under this Agreement will not infringe any rights (including, without limitation, any privacy or intellectual property rights) of any third party; and (v) comply with all laws applicable to the Participant and/or the Game, including without limitation, any applicable international, national, or local laws, statutes, rules and regulations regarding corruption, bribery, ethical business conduct, or money laundering. “*Commencement Date*” means the date in which You first made Your initial attempt of entry into the Program per Section 1, or, if earlier, the date in which You used the Kin SDK for Unity.

(B) Any comments, views or opinions expressed by any Kin Foundation personnel or Kin Foundation judges involved in the Program do not necessarily reflect the official opinion of Kin Foundation and neither Kin Foundation nor any person acting on its behalf may be held responsible for the use by the Participant of any of information, guidance, advice, comments or opinion given during the Program.

13. Indemnification; Disclaimer of Warranties; Limitation of Liability

By entering and otherwise being a Participant, You agree to:

(A) comply with and be bound by these Terms and the decisions of judges, which are binding and final;

(B) defend, indemnify and hold harmless Kin Foundation, together with its affiliates and all of their respective past and present officers, directors, employees, agents and representatives, as well as the judges and other volunteers involved with the Program (collectively, the “Released Parties”) from and against any and all claims, procedures or other legal processes relate to any claim against the Released Parties in connection with:

- i. a third party’s intellectual property rights;
- ii. misuse of any Kin by Participant, including under applicable securities laws;
- iii. a loss of a third party's data;
- iv. a violation of privacy laws;
- v. an infringement of a third party’s privacy rights;
- vi. a breach of the Google Play or Apple Store terms and conditions by a Participant or its end users; or
- vii. breach of the warranty in Section 12(A)(iv) regarding compliance with laws. Participant shall pay all fines, costs, expenses (including reasonable attorney’s fees), damages (irrespective of how characterized, incidental, indirect, consequential, special or punitive damages), lost revenues and/or lost profits, in connection with such claims.

(C) KIN FOUNDATION HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KIN DOES NOT WARRANT THAT THE KIN SDK FOR UNITY OR THE SHARED WALLET WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THE PARTICIPANT HEREBY AGREES THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

(D) EXCEPT FOR KIN FOUNDATION’S WILLFUL MISCONDUCT, IN NO EVENT SHALL (A) THE RELEASED PARTIES BE LIABLE TO A PARTICIPANT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSS OF DATA OR LOST PROFITS; OR (B) THE RELEASED PARTIES’ TOTAL AND AGGREGATE CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED USD\$1,000.

14. Intellectual Property; Confidentiality

(A) **All right, title and interest to the Games will remain vested in the Participants.** Participants are provided with a license to use the Kin SDK for Unity for the purpose of developing the Games and participating in the Program. Portions of the Kin SDK for Unity include third party open source software that is subject to third party terms and conditions (“Third Party Terms”). A list of any third party open source software and related Third Party Terms is available at:

Kin SDK for Unity: <https://github.com/kinecosystem/kin-sdk-ios>

If there is a conflict between any Third Party Terms and these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party open source software. Notwithstanding anything in this Agreement to the contrary, Kin Foundation makes no warranty or indemnity hereunder with respect to any third party open source software.

(B) Other than the Kin SDK for Unity and other open source software of Kin Foundation, Participants are not authorized to use any intellectual property of Kin Foundation or any other Participant, including but not limited to any trademark, copyrightable content, trade secret, technology, patentable subject matter or other proprietary content without the express authorization of the owner of such rights.

Use of any elements, including, without limitation, music, audio, speech/voiceovers, stills, video, supers or other materials that are not original may result in disqualification of the entered Game, at Kin's Foundations sole discretion, unless Participant has express authorization of the owner of such rights to use such materials.

(C) **You may only use Our name, logos or trademarks, including 'Kin', in accordance with the Kin brand guidelines as provided by Kin Foundation to You.** In the event You wish to use Our name, logos or trademarks in the Game, please add the following text, including any use associated with the placement of the Game in the Apple Store or Google Play: "Kin and the Kin logo are trademarks of the Kin Foundation. *This is not an official Game of the Kin Foundation*". No other use of our name, logos or trademarks are permitted.

(D) Without derogating from the above, you may show an image of the Kin ecosystem symbol in your promotional/advertising materials to depict that your Game is compatible with, or otherwise works with, the Kin ecosystem, provided you comply with the following requirements: (1) You achieved the Go Live Milestone; (2) the Kin ecosystem is shown only in the best light, in a manner or context that reflects favorably on Kin Foundation; and (3) the reference to Kin Foundation does not create a sense of endorsement or sponsorship by, or other false association with, Kin Foundation.

(E) Participants should not and expressly agree not to use or share any confidential or proprietary information that belongs to any other person or entity. Likewise, any confidential or proprietary information shared among or between Participants during the Program must be maintained by each Participant as confidential and proprietary.

(F) Each Participant agrees that Kin Foundation may use his/her/its name, image, use cases relating to the Game including without limitation screenshots and/or video, photograph and biography in connection with the promotion of Kin Foundation and its activities in perpetuity, in all manner of media, without further authorization from or compensation to Participant. All Participants hereby waive and release Kin Foundation, its affiliates and sponsors and each of their successor and assigns from all claims and causes of action arising out of the uses set forth in this paragraph.

15. Privacy

Kin Foundation protects personal data collected in connection with the Program and Your participation, all in accordance with Kin Foundation's privacy policy located at: <https://www.kin.org/developers/unityapply/unitypp.pdf>.

You agree to execute any additional forms, documents, formalities or agreements in connection with any privacy or data protection laws, including, if so requested by Kin Foundation, a data processing agreement or another privacy-related document and You agree to execute any other privacy-related request made by Kin Foundation.

16. EULAs; Compliance with Terms and Community Guidelines; Immorality, Illicit, or Illegal Conduct

(A) Each Game must have: (i) an agreement/terms and conditions, and (ii) a privacy policy, each between the Participant and the Game's end-users ("End User Agreements"). The End User Agreements will be in accordance with applicable laws. Kin Foundation takes no responsibility for the End User Agreements. Any End User Agreement entered shall be no less protective of Kin Foundation's rights and interests than these Terms.

(B) The Participant shall comply with all applicable laws, including but not limited to, privacy regulations that apply to the applicable Game's end users.

(C) The Participant shall execute any documentation required by Kin Foundation from time to time required to comply with applicable law.

(D) **Termination.** Kin Foundation reserves the right to remove or disqualify any Participant from the Program at any time, at its sole discretion, if Kin Foundation determines that a Participant is not in compliance with any section of these Terms, and such Participant does not cure such breach within 3 business days from the date Kin Foundation sends the notice to such Participant. Such notice may be sent to be to the email address the Participant provided to Kin Foundation and will be deemed accepted, if not confirmed by the Participant within 24 hours from the date Kin Foundation sent the notice, upon the end of the 25th hour from the time Kin Foundation sent the email notice. Without limiting the foregoing, any Participant who engages in immoral, illicit, or illegal conduct, including activities that violate these Terms, including but not limited to lying, cheating, engaging in any criminal activity (whether or not related to the Program) and/or any activity that, in the sole discretion of Kin Foundation, may adversely affect the Program, other Participants, the image of Kin Foundation, or any of Our affiliates or sponsors, automatically becomes ineligible for the Program, forfeits any awards, and shall be disqualified from participating in the Program.

(E) A Game will only include original intellectual property of the Participant. In addition, a Game will not include any content which, or which might, (i) be hateful; (ii) promote violence; (iii) endorse a political agenda; or (iv) constitute a commercial disparagement of Kin Foundation, the 'Kin' brand or other Participants.

17. Governing Law and Jurisdiction

(A) These Terms are governed by the laws of Ontario, Canada aside from its conflict of laws principles. Where the Terms allow claims to be resolved in Court, You agree to submit to the personal jurisdiction of the courts located within Ontario, Canada for the purpose of litigating all claims or disputes related to injunctions sought by Us or other equitable relief to protect Our intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(B) Resolution of Disputes; Mandatory Arbitration.

- a. Except as described in Section 17(A) and 17(B)c., any dispute or claim between You and Us relating to or arising out of the Terms will be referred to and determined exclusively through binding confidential arbitration conducted in Toronto, Ontario, Canada, unless You are a resident of the United States, in which case the arbitration will be held in a location within 100 miles of Your residence, unless the parties agree otherwise. The arbitration will be held on an individual basis, before a single arbitrator and in accordance with the applicable Ontario arbitration statute (the Arbitration Act, 1991, S.O. 1991, c.17, as amended, or the International Commercial Arbitration Act, R.S.O. 1990, c. I.9, as amended, or such other statute that may be enacted). The arbitration will not be open to the public or media and all evidence discovered or submitted is confidential and may not be publicly disclosed, except as needed to enforce an arbitral award.
- b. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the arbitration rules.
- c. You and Kin Foundation may also take claims to small claims court in Toronto, Ontario, Canada if the dispute qualifies for hearing by that court.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT TO ASSERT ANY CLAIMS, EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT.

(C) You and Kin Foundation also agree that: (i) You and Kin Foundation will each pay such portion of the costs of the arbitration (which consists of each party's legal expenses, the fees and expenses of the arbitrator, and any other expenses related to the arbitration) as determined by the arbitrator; (ii) the arbitrator may, in making an award of costs, consider whether costs are prohibitive compared to litigating in a court, and may require Kin Foundation to pay a greater portion of the fees and expenses of the arbitrator, or the travel expenses of You or any witness, in which case Kin Foundation will pay as much of Your arbitration costs as the arbitrator deems necessary

to prevent such cost-prohibitiveness; (iii) the arbitrator will honor claims of privilege and privacy recognized at law; (iv) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (v) the arbitrator's award will be final and non-appealable, but may be enforced in any court of competent jurisdiction.

(D) Jury Trial Waiver. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under these Terms. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between You and Kin Foundation in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND KIN FOUNDATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(E) Class Action Waiver. THE ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF.

(F) Right to Opt Out. You have the right to opt out of this agreement to arbitrate by sending written notice of Your decision to opt out, postmarked, to c/o 137 Glasgow Street, Suite 525, Kitchener, Ontario, N2G 4X8. Your written notice must include your name, address and email address. If you send written notice, then the mandatory arbitration provisions in this Agreement will not apply to You or Kin Foundation. IF YOU DO NOT SEND THIS WRITTEN NOTICE, THEN YOU AGREE TO BE BOUND BY THE MANDATORY ARBITRATION PROVISIONS IN THESE TERMS.

18. General.

(A) Entire Agreement. These Terms (including the Privacy Policy) represent the entire agreement between the parties as to the matters set forth herein and supersedes all prior discussions, representations, understandings or agreements between them. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver or discharge is sought to be enforced, provided that Kin Foundation may update these Terms throughout the term of the Program and Participants will be responsible for compliance with all changes. All updates will be posted on the Kin Foundation website and it is Your responsibility to follow the Terms from time to time to make sure that You are in compliance with the Terms.

(B) No Waiver. At no time shall any failure or delay by either party in enforcing any provisions, exercising any option or requiring performance of any provisions, be construed to be a waiver of same.

(C) Assignment. This Agreement may be assigned by Us in connection with a merger, consolidation, sale of all of the equity interests, or a sale of all or substantially all of the assets to which this Agreement relates. Except for the foregoing, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, not to be unreasonably withheld. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(D) Term. Termination. These Terms shall be effective as long as You (and/or Your team and/or Your corporation) are (however remotely) involved with a Game, unless terminated earlier by Kin Foundation in accordance with Section 16(D) above.

Upon termination of these Terms in accordance with Section 16(D) above or a different termination for cause, the Participant's right to an award shall cease.

Upon any other termination of these Terms and termination for cause and/or in accordance with Section 16(D) above: (i) the Participant's rights to use the Kin SDK for Unity shall cease; and (ii) Kin Foundation will be entitled, without any liability (whether under contract, tort or other applicable legal theory), to approach any End User of such Participant's Game for the purpose of transferring such Participant to other Kin Foundation related applications; and (iii) all rights provided to the Participant under these terms shall be null and void.