

TERMS AND CONDITIONS

1. Introduction

1.1. Kaboom LLC (SV) (hereinafter referred to as 'the Company') is an investment firm that

1.2. Kaboom LLC (SV) is incorporated under the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009 by the number 1248 of 2021.

1.3. The objects of the Company are all subject matters not forbidden under the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.

2. Acknowledgement

1. The client acknowledges that he/she read, understood and accepted the Terms of Conditions as amended from time to time, in addition to any information contained within the firm's website available online at www.kaboom.world.

2. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him a notice informing him whether he has been accepted as a customer of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its customer, and hence open an account for him or accept any money from him, until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been accepted as the Company's Client." you may also add "by accepting this Agreement, the client is consenting that if he is accepted by the Company as a Client their relationship will be governed by the terms and Conditions of this Terms of Conditions and Account opening agreement as amended from time to time.

3. The client acknowledges that the Firm's official language is the English Language.

3. Scope Of The Terms Of Conditions

1. The Terms of Conditions govern all the actions that relate to the execution of the client's orders.

2. The Terms of Conditions are non-negotiable and overrides any other agreements, arrangements, express or implied statements made by Kaboom LLC unless the company, in its sole discretion, determines that the context requires otherwise.

3. The Distance Marketing of Consumer Financial services law N.242 (I)/2004 which implements EU directive 2002/65/EC, does not require the Client Agreement to be signed by either the client or the company in order for both the client and the company to be legally bound by it.

4. Definitions And Interpretations

4.1. Terms stated bellow shall have the following meaning and may be used in the singular or plural as appropriate.

“Account” means a personalized trading account of the Client with the Company;

“Account Detailed Report” shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

“Ask Price” means the price at which the Company is willing to sell a CFD;

“Authorized Person” means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account;

“Balance” means the sum of the Client Account after the last completed order and deposit/ withdrawal operation made within any period of time;

“Best Execution Policy” means the Company’s prevailing policy available at the Company’s Website regarding best execution when executing client orders;

“Bid Price” means the price at which the Company is willing to buy a CFD;

“Business Day” means any day on which banks are open for business in St. Vincent & the Grenadine;

“CFD Contract or CFD” means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset;

“Client” means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms;

“Collateral” means any securities or other assets deposited with the Company’s Execution Venue;

“Company” means Kaboom LLC (SV) Ltd incorporated in St Vincent and The Grenadines as a Company in 2021;

“Company’s Website” means www.kaboom.world or any other website that may be the Company’s website from time to time;

“Contract” means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client;

“Counterparties” shall mean banks and/or brokers through whom the Company may cover its transactions with Clients;

“Durable Medium” means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

“Equity” equals (Balance + Floating Profit & Loss + Swap);

“Event of Default” shall have the meaning given to this term in Clause 14;

“Execution Venue” the counterparty for transactions and holder of the Clients securities or other assets deposited;

“Floating Profit/Loss” shall mean the unrealized profit (loss) of open positions at current prices of the Underlying Assets;

“Free Margin” means the funds not used as guarantee to open positions, calculated as: $\text{Free Margin} = \text{Equity} - \text{Margin}$;

“Margin” means the necessary guarantee funds to open positions and maintain Open Positions, as determined in the Spreads and Conditions Schedule;

“Margin Call” when the Margin posted in the margin account is below the minimum margin requirement, the Company’s Execution Venue issues a Margin Call and in this case the Client will have to either increase the Margin that he/she has deposited, or to close out his/her position(s). If the Client does not do any of the aforementioned, the Execution Venue shall have the right to close the positions of the Client;

“Margin Level” means the percentage of Equity to Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity}/\text{Necessary Margin}) \times 100$;

“Market Maker” means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time;

“Market Rules” means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

“Open Positions” means any position/transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa;

“Orders” means any trading transactions executed on the Company’s trading platforms by the Client;

“OTC” shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”;

“Principal” means the individual person or the legal entity which is a party to a transaction;

“Security” means any securities or other assets deposited with the execution venue;

“Services” means the services to be provided by the Company to the Client construed by these Terms. Services is inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms;

“Spread” means the difference between the Ask Price and the Bid Price;

“Spreads and Conditions Schedule” means the schedule of spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions Schedule is available on the Company’s Website and may be supplied to the Client on demand;

“Swap” shall mean the funds withdrawn or added to the Client’s Account from rolling over (transfer) of an open position to the next day;

“Terms” mean these Terms of Conditions governing all the actions that relate to the execution of your trades;

“Trade Confirmation” means a notification from the Company’s trading platform to the Client confirming the Client’s entry into a Contract;

“Trading Platform” means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

“Underlying Asset” means underlying asset is the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative’s price is based.

5. Internet And Electronic Trading

1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company’s control.

2. Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client’s equipment or reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs or expenses,

including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.

3. The Client is obliged to keep all login information secret and ensure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client's password even if such transactions were not executed by the Client.

4. Unless otherwise indicated or agreed any prices shown on the Company's Trading Platform are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the order was placed. In the event that an erroneous price is used as the basis of any transaction the Execution Venue reserves the right to amend or revoke the details of the transaction(s) in question.

5. The limit order functionality of the Trading Platform will be subject to the Internet service remaining available over the period in which the limit order is outstanding, and will be subject to size limits input by the Execution Venue's dealer(s) remaining in excess of the Client's order size and such dealer's position limits and/or any other limits determined by the Execution Venue to be applicable to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.

6. The identification or use of any third party products, services or websites is not an endorsement by the Company of such services, products or websites. The Company accepts no responsibility or liability of any kind in respect of any materials on any website which is not under the Company's direct control.

6. Market Making

6.1. The Client is specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, the Execution Venue may act as a Market Maker.

6.2. The Company follows the STP execution model with all orders sent to Kaboom LLC.

6.3. The Company will, upon the Client's written request, in general disclose to the Client whether the Company may act as a Market Maker in certain CFD Contracts.

6.4. When acting as a Market Maker, the Execution Venue will under normal market circumstances quote the Client bid and ask prices.

6.5. In order for the Company to quote prices with the swiftness normally associated with speculative trading, the Company may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counter-parties. If so and if the Company has acted in good faith when providing the price to the Client, the Company may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

6.6. Following execution of any position with a Client, the Execution Venue may at its reasonable discretion subsequently offset each such client position with another Client position, or a position with one of the Execution Venue's Counter-parties or retain a proprietary position in the market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in the Execution Venue offsetting client positions at prices different – sometimes significantly different – from prices quoted to Clients, resulting in trading profits or losses for the Execution Venue. This in turn can raise the possibility of the Client incurring what may be seen as an implied cost (i.e. the difference between the price at which the Client traded with the Execution Venue and the price at which the Execution Venue subsequently traded with Counter-parties and/or other Clients) due to any profits realized by the Execution Venue as a result of the Market Making function. However the Market Making function may involve significant costs to the Execution Venue if the market moves against it as compared to the price at which it traded with the Client.

6.8. The Client accepts that the Execution Venue in CFD contracts where it acts as Market Maker may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between the Execution Venue and the Client.

6.9. In markets, where the Execution Venue acts as a Market Maker, the Client accepts that the Company has no obligation to quote prices to clients at all times in any given market, nor to quote such prices to clients with a specific maximum spread.

6.10. The Client acknowledges, recognizes and accepts that the price quoted to the Client includes a spread when compared with the price to which the Execution Venue may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognizes and accepts that said spread constitutes remuneration to the Company and that such spread can not necessarily be calculated for all Contracts and that such spread will not be specified at the Trade Confirmation or otherwise revealed to the Client.

6.11. Any commission costs, interest charges, costs associated to and included in the spreads quoted by the Execution Venue as a Market Maker in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative effect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

a. In the case that the client account equity is equal or exceeds 300,000 USD (or currency equivalent) and there are open trades of 50 lots or more, the Company reserves the right to adjust the leverage of the underlying trading account to 1:75. If this is the case the Company will inform the Client by email.

b. If the Client is an active trader and is undertaking numerous transactions, the total impact of visible as well as not visible costs may be significant. Consequently the Client may have to obtain significant profits in the markets in order to cover the costs associated with trading activities with the Execution Venue. For very active Clients, such costs may over time exceed the value of the margin deposited. Normally, when trading margined derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a

transaction. Margined derivatives are derivatives such as CFD's that can be traded using a leverage of higher than 1:1.

6.12. The Client is specifically made aware that in the area of market making in foreign exchange, OTC foreign exchange options, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by the Execution Venue performing in its capacity as a Market Maker.

6.13. The Execution Venue's performance as a Market Maker may negatively affect the Client's Account with the Execution Venue and the said implied costs are neither directly visible nor directly quantifiable for the Client at any time.

6.14. The Execution Venue is at no time obliged to disclose any details of its performance or income produced as a Market Maker or otherwise related to other commissions, charges and fees.

6.15. The Client is specifically made aware that CFD Contracts may be OTC products quoted by the Execution Venue whilst operating as a Market Maker and not traded on a recognized stock exchange. As a result, the description above of the implied, not visible costs related to the Execution Venue performance as a Market Maker may also apply to any CFD Contract.

6.16. Due to low liquidity and/or or high volatility and widened spreads, placing of pending orders around some Economic Announcements may be restricted.

6.17. The Company reserves the right, at its sole discretion, to delete any Pending Orders older than three (3) months from the Clients' trading account(s). Pending Order is a "Buy Limit", "Buy Stop", "Sell Limit" or "Sell Stop" order, as per the Company's Order Execution Policy. Note: All Pending Orders on Shares CFDs and Commodities CFDs will be automatically closed during market breaks. In case any orders on the aforementioned assets are left pending, they will be automatically deleted after the daily market closure time.

7. Become A Trader And Affiliate

7.1. You have now a possibility to join Kaboom LLC as an Introducing broker, hereinafter called ("Affiliate"). The membership is free in Kaboom LLC. When you referring a client you will have the possibility to become an affiliate, from now on called (Affiliate), to become an Affiliate is free unless it is in the Academy. As a Affiliate, you also have the possibility to purchase the products and services that Kaboom LLC from time to time offers to You as a client, see more under the heading "Available offers for the Client's". If you are a Affiliate, you are also allowed, but is not required to inform other people and companies about the products and services that Kaboom LLC from time to time offers to all people and companies that become a Client of Kaboom LLC. The Affiliate is also allowed to refer and introduce new Affiliates to Kaboom LLC.

Notice! You are only allowed to inform others about products and services that Kaboom LLC from time to time offers to Kaboom LLC clients.

To become a Client and/or an Affiliate, you must be at least 18 years of age and have reached the age of majority in Your state of residence. When You apply to become a Client, you need to supply information about the Affiliate that has referred You to become a Client. Please note that it is not possible to change the referring Affiliate afterward so please be careful that You write the correct

link when applying to become a Client. To become a Client, you must provide accurate, complete and updated registration information, including an accurate name and email address.

Client's may not

- (i) select or use an email address of another person;
- (ii) use a name subject to rights of another person without authorization from that person;
- (iii) use a false or misleading name, mailing address, or email address to activate or use a Client's account.

By signing up as a Client with Kaboom LLC, you as the Client is opting-in to receive other special offer e-mails from Kaboom LLC and Kaboom LLC's partners that we from time to time cooperates with. If You do not wish to receive these e-mails, you may cancel Your status as a Client at any time. Your Membership and status as an Affiliate are personal and, you cannot sell it or transfer Your account or status as a Affiliate without prior written consent by Kaboom LLC. Please also note that you can NOT change Affiliate when You have signed up as a Client.

Kaboom LLC reserves the right to track Clients and Affiliate's activity by both IP-address as well as individual browser activity. Kaboom LLC may reject Your Client or Affiliate registration or purchase without giving any reason for the rejection. These T&B are on-going from the day when You become an Affiliate and will continue until terminated by either You or Kaboom LLC according to what is stated in these T&B,.

Kaboom LLC does not control the manner in which the Client and Affiliate perform under these T&B and the Client and Affiliate shall, at all times strict follow the regulations with these T&B and all other policies governing Kaboom LLC's relationships with the Client's and Affiliate's. Kaboom LLC makes no representations or promises about the amount of sales or bonuses on the Kaboom LLC products or services that the Affiliate will be able to achieve. Furthermore, Kaboom LLC does not warrant and make representations or promises about the Client will earn or profit from the trading. that the Affiliate may is his or her own decision purchase/trade.

The Client may in his or her own decision chose to purchase or deposit with Kaboom LLC. You (Affiliate) agree to take such steps as are reasonable to be familiar with national and state prohibitions on marketing through email, facsimile, and telephonic devices, and avoid improper solicitation of business. You (Affiliate) agree to refrain from making misleading or improper representations concerning Kaboom LLC products and services. You agree that any payment by for any of Kaboom LLC products such as but not limited to deposits and the Kaboom LLC product, shall only be processed at billing facilities approved by Kaboom LLC.

7.2. Rejection to become a Client or a Affiliate

Kaboom LLC may reject Your application to become a Client or Affiliate without giving any reason for the rejection.

7.3. Restricted countries

The following countries are restricted and, you are not allowed to become a Client or Affiliate if you are resident, citizen from any of the following countries: Afghanistan, Belize, Cuba, Iran,

Islamic Republic of Iraq, North Korea, South Sudan, United Arab Emirates, St. Vincent and Grenadine, Syria, Sudan, Iran, Iraq, Mauritius, Myanmar, Yemen and Vanuatu.

7.4. Access to back office

As an Affiliate in Kaboom LLC, you will be allowed to log in at Your back-office at the website <https://kaboom.world>, the (“Back- Office”). In the Back-Office You will find information about Kaboom LLC and the products or services that Kaboom LLC from time to time offers to all Clients. From Your Back-Office, you will also be able to purchase the products and services that Kaboom LLC from time to time offers.

7.5. E-Mail: Electronic Notification

When You are approved as a Affiliate with Kaboom LLC, You expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products, services, or other records or correspondence from Kaboom LLC. You consent to receive notices electronically by way of transmitting the notification to You by email.

7.6. Introduce and Refer Clients and Affiliate

As an Affiliate, you can introduce and refer new Client’s and Affiliates to Kaboom LLC. PLEASE NOTE THAT KABOOM LLC DOES NOT GIVE REWARDS, BONUS, COMMISSION OR COMPENSATION, FOR REFERRING NEW CLIENTS OR AFFILIATES TO KABOOM LLC. The only way You, as an Affiliate can be rewarded is if You or any of the Affiliate’s You have direct or indirect referred to Kaboom LLC acquires any product or services from Kaboom LLC.

7.7. Solicitation, earnings and advice Disclaimer

Kaboom LLC is not responsible for any errors or omissions contained in any disseminated content at the Website, nor liable for any loss incurred as a result of using the content of the webpage in any way. Kaboom LLC has not solicited You, nor give You any personalized investment advice. Kaboom LLC’s employees will answer Your general customer service questions. Anyway, they will not give you specific investment advice, as they are not licensed under securities laws to deal with Your particular investment situation. Communication by our employees is only in effect to give you technical support. Provided Information on the website should not cause to make investment decisions. Furthermore Kaboom LLC has not made any statement, warrants or guarantees that You will earn any money on any purchased product or services from Kaboom LLC and the result of the trading is a result outside the control of Kaboom LLC and You will get the result according to these T&C. Before You decide if you want to apply to become a Client or Affiliate of Kaboom LLC and then, by Your own decision, decide whether You want to purchase any product or service from Kaboom LLC, you should consult competent, professional help and read all available information or public company information in regard to Kaboom LLC. If the information You find contains predictions, expectations, beliefs, plans, assumptions or future income potential, this may not be statements of historical fact and may be “forward-looking statements“. Forward-looking statements are based on expectations, estimates and projections at the time the statements are made that involve a number of risks and uncertainties which could cause actual results to differ materially from those presently anticipated. Most forward-looking statements include using the

following words: “expects”, “will”, “anticipates”, “estimates”, “believes”, “may”, “could”, or “might”.

8. Proprietary Rights And Trademarks

All content included on the website www.kaboom.world, hereinafter called the (“Website”), including the brand Kaboom.world any variation of the brand kaboom.world, videos, graphics, designs, text, pictures, applications, software and other files are the proprietary property of Kaboom LLC, hereinafter called (“Proprietary Property”) and belongs to Kaboom LLC. You may not modify, copy, distribute, frame, republish, display, post, transmit, download or sell any Proprietary Property, in any form or by any means, in whole or in part, without Kaboom LLC prior written consent. You may not upload or republish Proprietary Property on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation. Any use of the Proprietary Property without the prior written consent from Kaboom LLC, is strictly prohibited and will terminate Your rights as a Affiliate and any unpaid and future Bonuses according to these T&C will be forfeited and legal proceedings may be taken against You. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these T&C shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise.

8.1. Trademarks

The names kaboom.world that are used in graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks of Kaboom LLC, hereinafter called (the “Trademarks”). All rights are reserved. All such Trademarks may not be copied or used in any manner without the prior written consent of Kaboom LLC. You hereby declare that You are familiar with Kaboom LLC’s Proprietary Property and are not permitted to file for registration any of the Proprietary Property, including names, tag-lines, slogans, trademarks, logos, designs, domain names, imagery, or copyrighted material substantially similar to Kaboom LLC’s Proprietary Property.

8.2. Advertising

You are prohibited, without prior written consent by Kaboom LLC, from advertising in any way, shape or form that includes the names kaboom.world or any variation thereof. This includes, but is not limited to advertising, promotions of any kind or any advertising links in social forums, such as but not limited to blogs, social forums or other marketing methodology designed to promote to become an Affiliate of Kaboom LLC. However, you are allowed to use marketing material that can be found in Your Back-Office, including your referrer link as a Affiliate to promote the possibility to become a Affiliate of Kaboom LLC for any of the products or services that Kaboom LLC or kaboom.world from time to time offer the Affiliate’s, in places that are directed to your personal known friends and contacts, the so-called warm market.

8.3 Anti-Spam Policy

Kaboom LLC prohibits the marketing practice commonly referred to as “Spam”. All messages that originate from You as an Affiliate must comply with all applicable laws in Your jurisdiction as well as with general spam regulations. In the event of any validated report of “Spam” by You, Kaboom LLC may, at its sole discretion and without prior notice, terminate or suspend Your Affiliate account, and in the case of termination, you will forfeit any unpaid and future bonuses and future trading. Kaboom LLC defines “Spam” as: Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient; Messages posted to forums and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups or forums, or posted in excessive volume; Solicitations posted in forums, on walls, private messaging or chat rooms, or to groups or individuals via Chat or “Instant Messaging” system; Kaboom LLC will evaluate each validated abuse incident on a case-by-case basis and will, at its sole discretion and with or without notice, suspend Your account and/or terminate it, with forfeiture of any unpaid and future Bonuses. Note that You agree and accept that Kaboom LLC will not be liable for any damages incurred in relation to e-mails sent out by You as an Affiliate. The Affiliate is required to be responsible for their communications and their conformance to these T&C.

9. Privacy Policy

Privacy is important for us. To better protect Your privacy, we provide this notice explaining our online information practices and the choices You can make about the way Your information is collected and used. You agree to these policies by virtue of using the Website in a way that leads to you providing us with personal information. State Law & policy; Accompanying Rights, please understand that You may have additional rights originating from State laws based on where you live. These State-based rights may augment, strengthen, or otherwise somehow compliment any privacy rights you have inherently or under Federal law. Our policy is to comply fully with the privacy policies of every jurisdiction in which we operate. Accordingly, you are free to use our Contact information to reach us at any time to assert any State rights.

9.1 Children’s Privacy

Protecting the privacy of the very young is especially important. For that reason, our Website will never collect or maintain information at our website from those who we actually know are under the age of 18, and no part of our Website is structured to attract anyone under the age of 18. No children under the age of 18 are allowed to use the Website and access Kaboom LLC’s products and services.

10. Know Your Client

Due to the protection of Kaboom LLC, Kaboom LLC can at any time, at their own decision, ask You to provide a copy of Your passport and a copy of a utility bill that is not older than 90 days and shows Your address. This request is called (“KYC Request”). You are aware and accepts that You will be asked to provide accepted KYC documents before You can exchange any points and other bonuses to cash to a third party that is licensed to handle such information and make any payment

in cash. If a KYC Request is required, then You will not be able to exchange any points or other bonuses to cash until You have provided acceptable documents.

11. Violation Of The T&C

If You violate these T&C or if You act in a way that Kaboom LLC thinks is not appropriate or if You misuse any of the information given to You prior to disclosed to the public or in any way misrepresent Kaboom LLC, slander, spread gossip, make statements or otherwise say or write things that can harm the reputation of Kaboom LLC or Kaboom LLC as a company or any employees, consultants, third party suppliers or individuals associated with Kaboom LLC, You are aware that Kaboom LLC can suspend and/or terminate Your status as a Client and Affiliate and also reserves the right to take legal action against You for any damage You have caused Kaboom LLC.

11.1. Suspending You as a Affiliate

If You breach these T&C or if Kaboom LLC suspect that You breach these T&C, Kaboom LLC can suspend You as a Client and Affiliate which means that Kaboom LLC will temporarily disable Your access to the Back-Office and temporarily disable Your access to all content, news, and possibility to have any benefit from any product or service you may have purchased until Kaboom LLC takes a final decision to either terminate or resuming Your status as a Client or Affiliate. Termination of Your status as an Affiliate will have consequences that can be found under the section "Termination of Your status as a Affiliate". Resuming Your Affiliate status will restore Your access to the Back-Office services and to all information that You were entitled to see before the suspension. If You are suspended, Kaboom LLC also reserves the right to freeze Your Bonuses and Points until the investigation is finalized. Please note that in case You are suspended as a Client and Affiliate You will not be allowed to refer any new Clients to Kaboom LLC. During the time of suspension, you will NOT be allowed or entitled to any bonus, trading output, nor will you be compensated in arrears for any loss of any kind, including but not limited to loss of bonuses or trading outputs.

11.2. Termination of Your status as a Affiliate

You can at any time terminate Your status as a Client and Affiliate by sending an e-mail to support@kaboom.world. Kaboom LLC can at any point decide to terminate Your status as a Client and/or Affiliate without giving any reason for the termination. The termination will be effective immediately. Kaboom LLC reserves the right to terminate Your status as a Client and Affiliate in order to comply with applicable laws, protect its property or the property of others, ensure the safety of Kaboom LLC and others or if Kaboom LLC reasonably determines that a registrant has or is likely to engage in any activity that violates these T&C for Clients and Affiliate. Once the termination has been carried out, this is displayed on the start page in the back-office of the Affiliate. Kaboom LLC will also send You an automatic notification of termination by e-mail to the email address that You have registered with Kaboom LLC. In the event of termination, will any trading be reimbursed and in case of any made prepayment, the prepayment will be reimbursed.

12. Legal Actions

In the event of any violation or breach of these T&C, Kaboom LLC without prejudice to any other rights and remedies at law or in equity, reserves the right to take any action it deems appropriate, including but not limited to issuing warning letters, suspending or terminate You as a Client and Affiliate and pursue litigation or other legal actions. Furthermore, Kaboom LLC has zero tolerance for unprofessional behavior that can in any way, shape or form directly or indirectly harm Kaboom LLC or the companies that Kaboom LLC from time to time cooperates with. Legal action will be taken against those Clients and Affiliates for any loss of income or any other damage or financial loss caused to the Kaboom LLC or the companies that Kaboom LLC from time to time cooperates with. Any Affiliate caught smearing the name of Kaboom LLC – whether it's directly or indirectly – or in any way misrepresents Kaboom LLC or the companies that Kaboom LLC from time to time cooperates with will also be subject to legal action from Kaboom LLC and/or the companies that Kaboom LLC from time to time cooperates with Kaboom LLC shall be the sole determiner in cases of suspected abuse, fraud, violation of its rules, unprofessional behavior, smearing or misrepresenting Kaboom LLC. Any decision Kaboom LLC makes relating to the cancellation of potential Bonuses and the suspension or termination of the status as an Affiliate shall be final and binding.

12.1. Forfeit of Bonuses and Trading

If the Affiliate loses the status of a Client or Affiliate due to a violation of these T&C or if the Affiliate does not provide acceptable documents according to a KYC Request within 2 weeks from the KYC Request was sent to You, see more under the heading "Know Your Client", all rights to current and future bonuses including entitled rewards and bonuses that are in the Points Account are forfeited and the Affiliate cannot claim any right to the forfeited bonuses, points or rewards.

12.2. Withhold of Bonuses and trading result

If the Affiliate for any reason whether it is a fault from Kaboom LLC, hacker attack or otherwise, receives more bonus, commission or result from the trading, you agree and accept that Kaboom LLC deducts not withdrawn bonuses as well as withholds any future trading result, bonuses, commission or other rewards according to the bonus and reward system.

12.3. Limitations Waiver of Liability

You acknowledge and agree that, to the fullest extent permitted by any applicable law, you will not hold any employees, consultants, third party suppliers or individuals associated with Kaboom LLC liable for any and all damages or injury whatsoever caused by or related to use of, or inability to use the Kaboom LLC Website and back-office under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the third parties or individuals associated with Kaboom LLC shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of our products. You further specifically acknowledge that the third parties or individuals associated with Kaboom LLC are not liable, and you agree not to seek to hold any of the third

parties or individuals associated with Kaboom LLC liable, for the conduct of third Parties, including trading, and that the risk of trading rests entirely with you Kaboom LLC reserves the right to assume the exclusive defense of any claim for which Kaboom LLC is entitled to indemnification under this section. In such event, you shall provide Kaboom LLC with such cooperation as is reasonably requested by Kaboom LLC.

13. Legal, Tax And Compliance

You are subject to all laws of the state, province and/or country in which You reside and from which You access Kaboom LLC's website and You are solely responsible for obeying those laws. The Affiliate is not an employee of Kaboom LLC, nor any associated company and must not claim to be so. The Affiliate is responsible for all taxes and fees based on all the bonuses, points, trading outputs, FIAT currency or cryptocurrencies received from the bonus system of Kaboom LLC. In case that Kaboom LLC will be liable for any tax or fee based on your bonuses, points, Promotion Codes, mined trading output and other remunerations to You as a Affiliate, you agree and accept to indemnify and hold Kaboom LLC harmless for this and accept that Kaboom LLC can claim liability and withhold already generated and future bonuses, points, trading outputs and future trading outputs, Promotion Codes and other remunerations to cover any payment of taxes or fees for the Affiliate. Kaboom LLC prefers that the Affiliate apply to become an Affiliate as a corporation. If any government entity determines Affiliate is subject to wage withholding, the Affiliate agrees to form a corporation or to execute such paperwork or take such actions as is reasonable to establish that the Affiliate is not an employee of Kaboom LLC or Kaboom LLC will have the right to terminate Affiliate agreement forthwith upon written notice. If the Affiliate forms a corporation, then upon request by Kaboom LLC the Affiliate shall provide documentation that a corporation has been formed and is in good standing with government entities. If the Affiliate forms a corporation, then all commissions under these T&C from Kaboom LLC to the Affiliate shall be made payable to the Affiliate's corporation. Otherwise, payments shall be made payable to the trade or business name of the Affiliate. If any government or authority demands that Kaboom LLC pays a tax, fee, social insurance, VAT on Your purchased product or service or insurance contribution on behalf of the Affiliate or in regard to the product and/or services the Affiliate has purchased from Kaboom LLC, you agree that Kaboom LLC withhold these taxes and fees from You from already received and future bonuses, promotion codes and trading outputs. If Kaboom LLC suspects that You breach against any law e.g. use a stolen credit card or otherwise makes a fraud or an attempt to fraud, Kaboom LLC can with immediate effect suspend Your status as a Affiliate, block all Your bonuses and take other legal action against You without further notice. You agree that Kaboom LLC cannot be held liable if laws applicable to You restrict or prohibit Your participation. Kaboom LLC makes no representations or warranties, implicit or explicit, as to Your legal right to offer the products that Kaboom LLC from time to time offers, nor shall any Affiliate, or claiming affiliation, with Kaboom LLC have authority to make any such representations or warranties. Kaboom LLC reserves the right to monitor the location from which You access Kaboom LLC's Websites and to block access from any jurisdiction in which participation is illegal or restricted.

13.1. General Notice

As a Client and Affiliate, you hereby accept and warrant that You have an understanding of the usage and intricacies of cryptographic tokens, such as BTC (Bitcoin) and other block chain-based software systems. Furthermore, you accept and warrant that You are legally permitted to trade, direct or indirect via a third party as Kaboom LLC, in Your jurisdiction. You also accept and warrant that You waive Your right to participate in a class action lawsuit or a wide-reaching arbitration or court case against Kaboom LLC or any entity affiliated, private individuals, employees, consultants, third party suppliers or other people or entities associated or connected with Kaboom LLC. You further accept and warrant that You take sole responsibility for any restrictions and risks associated with the trading. Further, you accept and warrant that You are not exchanging cryptocurrencies or FIAT Currency for the purpose of speculative investments, nor for any illegal purpose within your jurisdiction. You accept and warrant that you understand that there is no guarantee whatsoever on trading, to the extent permitted by law.

13.2. Disclaimer of Warranties

You expressly agree that You is trading at Your sole risk and that trading on an “as is” basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied pledges, merchantability or fit for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of third parties or individuals associated with the generation warrant that the process for purchasing trading will be uninterrupted or error-free.

13.3. Availability, Viruses, Warranty Disclaimer

Due to the nature of the Internet and computer systems Kaboom LLC cannot be held liable for the continuous availability of the Website. Although Kaboom LLC makes every endeavor to keep the Websites accessible and free from viruses, Kaboom LLC cannot make any guarantee that it is virus-free. You shall, for Your protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation. The Kaboom LLC website may be unavailable from time to time for maintenance or other reasons. Kaboom LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications or content. Kaboom LLC is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers of any of the before mentioned, computer or mobile phone equipment, software, on account of technical problems or traffic congestions on the internet or at the Kaboom LLC website, including injury or damage to User’s or to any other person’s computer, cell phone or other hardware or software, related to or resulting from using or downloading materials in connection with the Websites. All information and services included in or available through the Websites are provided “as is” and “as available” for Your personal, non-commercial use. Neither Kaboom LLC, nor any of its employees, agents, content providers, service providers, or licensors, makes any warranty of any kind regarding the website and/or the content contained therein, the products or services available on or through the website, the results that may be obtained from using the Websites. Kaboom LLC disclaims all warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for

a particular purpose or non-infringement. Kaboom LLC expressly disclaims all warranties that the content of the website is accurate, reliable or correct; that the website will be available at any particular time or location, will be uninterrupted, timely, secure or error-free; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Your use of the Kaboom LLC website is solely at Your risk. You download or otherwise obtain content, material data or software (including any mobile user) from or through the Kaboom LLC website or service at Your own discretion and risk and You will be solely responsible for Your use thereof and any damages to Your cell phone or computer system, loss of data or other harm of any kind that may result. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to You. To the extent that we may not disclaim implied warranties as a matter of applicable law, the scope and duration of such warranty shall be the minimum required under such applicable law.

13.4. Governing Law

These terms and conditions shall be governed by the extensive laws of St. Vincent and Grenadines.

13.5. Statute of Limitations

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to these T&C must be filed within six (6) months after such claim or cause of action arose or be forever barred.

14. Miscellaneous

No delay or omission by any of the parties in exercising any right under these T&C shall operate as a waiver of that or any other right. A waiver or consent given by the other party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. Captions contained in these T&C are inserted only as a matter of convenience or for reference and in no way, define, limit, extend, or describe the scope of the T&C or the intent of any provision of the T&C. It is the intent of the parties that neither the T&C, nor any covenant in the T&C, shall be construed against either party pursuant to the common law rule of construction against the drafter. It is the intent of the parties that said rule not be applicable to the T&C. The parties waive all rights to trial by a court in any action or proceeding instituted in connection with T&C. If any provision of the T&C shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such provision shall be enforced to the maximum extent permissible so as to give effect to the parties' intentions as reflected in the provision, and all other provisions of the T&C shall remain in full force and effect.

In the event of a dispute arising out of or relating to T&C, the prevailing party shall be entitled to an award of attorneys' fees and costs. The T&C is personal to You and may not be assigned or subassigned. This includes but is not limited to, sell, transfer, pledge or give power of attorney to any rights or obligations according to these T&C. In the event that any provision of these T&C shall be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. Nothing in these T&C provides the Affiliate with the right, license, authorization or approval to make binding

agreements with any person or entity on behalf of Kaboom LLC. Furthermore, the Affiliate is not authorized to receive or collect monies from any person on behalf of Kaboom LLC. All payments must be made direct to Kaboom LLC to be a valid payment. These T&C, the Kaboom LLC Privacy Policy, as well as all other terms, obligations, and rules posted on the Websites, which are hereby incorporated by this reference.