

# Keen: Autonomous Ride-Hailing Platform

Terms and Conditions (11/03/2018)

These Terms and Conditions (the “Terms”) govern the distribution of cryptographic token, Keen Token (“KNT”), to contributors (“Contributors” collectively, and “Contributor” individually) as part of token sale events and the ownership and use of KNT. This document is not a solicitation for purchase and does not pertain in any way to an offering of securities in any jurisdiction. Keen Future Tokens (“KFT”) are proxy tokens that will be swapped with KNT at 1:1 ratio so “KFT” and “KNT” will be used interchangeably in this document.

The ownership of KNT carries no legal rights express or implied. Keen is a community-controlled platform and contributors should have no expectation of direct influence over the governance of the platform. By contributing, you expressly acknowledge and represent you have reviewed the Terms and fully understand the costs, the benefits of KNT, and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to own and use KNT in your jurisdiction, and are of legal age to be bound by these Terms, and will not hold the project team or its affiliates, now or in the future liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale or ownership of KNT.

## Warning

Contributions should only be made by individuals, entities and companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain-based software systems. Contributors should have functional understanding of storage and transmission mechanisms associated with cryptographic tokens.

While the project team will be available to assist contributors during token sale events, project team will not be responsible in any way for loss resulting from actions taken by, or omitted by the contributors. If you do not have such experience or expertise, then you should not contribute during the token sale events or participate in the exchange of KNT in any way.

Further, contribution should only be made by individuals, entities and companies that plan to participate in the function of the Keen platform. Keen is an autonomous ride-hailing platform, and, upon launch, KNT will be a critical component of the platform as riders and drivers use KNT as form of payment, validators are compensated through KNT and further it serves as a key component of Proof-of-Loyalty (PoL) algorithm to be implemented for the platform. While project team may expand the functionality of KNT in the future, this transaction between users and validators of the platform is the sole intended purpose of the KNT token.

## Disclaimer

The Securities Act of 1933 sec. 2 (a) defines “security” as: “any note, stock, treasury stock, security feature, security-based swap, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate of subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a “security,” or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.” KNT is not a security of any kind. KNT is a token for participation and use of the Keen platform. In recognition of the fact that the United States government has not provided firm guidance or law around digital tokens / cryptocurrencies, we believe it best that no United States-based individuals participate in token distribution event and hence you are not eligible and you are not to purchase any KNT tokens if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America.

## Representations and Warrants

By acquiring Keen Tokens, whether from another stakeholder or through the token distribution event, you warrant that you: have a basic understanding of the usage and intricacies of cryptographic tokens and other blockchain-based software systems, are at least 18 years old or the age of contractual capacity in your jurisdiction, waive the right to participate in a class action lawsuit or a class-wide arbitration against any member of the project team and its affiliates, are not exchanging Keen Tokens for any illegal purpose, understand that there is no warranty on KNT, express or implied, to the extent permitted by law, and that KNT are created and issued on an “as is” basis. Keen is an open-source project and all contributions to the project will be accepted as non-refundable donations. Further, you agree to accept sole risk for your participation in the KNT ecosystem.

You must comply with all applicable tax laws, including the reporting and payment of income tax or similar arising in connection with your use and ownership of KNT, and you bear the responsibility to determine such implications and act in accordance with the law.

## Final Provisions

Project team shall cooperate with all law enforcement inquiries, subpoenas, or requests provided they are supported and documented by the law in the relevant jurisdictions.

Project team reserves the right to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms on the Keen platform website at [keenplatform.com](https://keenplatform.com). The revised version will be effective at the time the project team posts it unless otherwise indicated. If you do not agree to be bound by the amended or modified Terms, you must cease accessing or using KNT. These Terms shall be governed by the laws of Luxembourg. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of Luxembourg.

## Further Information

For further information regarding the KNT token distribution event, please contact [hail@keenplatform.com](mailto:hail@keenplatform.com)