# KING OF KINGS TERMS & CONDITIONS OF USE

# **OWNERSHIP OF SITE; AGREEMENT TO TERMS OF USE**

These Terms and Conditions of Use (the "Terms of Use") apply to all International Bushido Federation (later in text named as KOK), trade mark King of Kings (KOK) web sites, including without limitation, those located at <u>www.kokfights.tv</u> and <u>www.kokfights.com</u>, and all associated sites linked to <u>www.kokfights.com</u> by International Bushido Federation its subsidiaries, affiliates and related entities (the "Site"). The Site is the property of International Bushido Federation. **BY USING THE SITE,OUR SERVICES, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE AND OUR SERVICES.** 

#### **COPYRIGHT NOTICE**

This Site is the official Site of International Bushido Federation. Commercial reproduction, distribution or transmission of any part or parts of this website or any information contained therein by any means whatsoever without the prior written permission of the International Bushido Federation is not permitted.

"King of Kings," "KOK," "Bushido" "Dream Boxing ", "Bushido Angels" Submission," "As Real As It Gets", "The Octagon" and the eight-sided cage design are registered trademarks, trademarks, trade dress or service marks owned exclusively by International Bushido Federation in the Lithuania and other jurisdictions. All other marks referenced herein may be the property of International Bushido Federation or other respective owners.

#### **Purchases; Other Terms and Conditions**

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions, sweepstakes or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

KOK's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

KOK may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and KOK makes no commitment to update the materials on the Site with respect to such products and services.

#### **Your Acceptance**

By using or visiting the <u>www.kokfights.tv</u> ("KOK<sup>®</sup>") website or any KOK<sup>®</sup> products, software, data feeds, and services provided to you on, from, or through the KOK<sup>®</sup> website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), and (2) the KOK<sup>®</sup> Privacy Notice. If for any reason you do not agree with all of the terms and conditions contained in this Agreement, including this website's Privacy Policy, please discontinue using the website immediately.

By using this website or/and KOK Chatbot via messenger, you agree to be legally bound by all of the terms of this Agreement. KOK<sup>®</sup> reserves the right to change the terms of this Agreement or to change, modify or otherwise alter any features of this website at any time and for any purpose without notice and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

You should visit this page regularly and review this Agreement for the current terms of this Agreement, since your continued access or use of the website, chatbot will be deemed as an irrevocable acceptance of any such changes, modifications or alterations. Areas of this website within the proprietary online service offered by KOK<sup>®</sup> may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Any such terms will not vary or replace the terms of this Agreement regarding any use of this website, unless otherwise expressly stated.

# Representations

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

#### Access to the Services

In order to access the Services, you must have access to the World Wide Web, either directly or through devices that access Web-based content, Facebook account or FB Messenger account and must pay any service fees associated with such access. Not all of the features available through the Services, including certain live streaming audio, video or access to high-quality video, will be available to you unless your computer or mobile device satisfies the minimum technical requirements that are presented when you first register for the Services. As we make changes to the Services, the minimum technical requirements for access to the Services may change. You are responsible for determining whether your computer satisfies the minimum technical requirements before you register to access the Services. Moreover, if we change the minimum technical requirements after you initially register to access the Services such that your computer no longer satisfies the requirements, your exclusive remedy will be to request termination of your access to the Services under the provisions here.

In addition, access to certain of the Subscription Products is limited to residents of certain geographical territories, and can be modified at KOK's discretion.

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions, sweepstakes or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service. KOK's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements. The KOK may make changes to any products or services offered on the Site, at any time, without notice. The materials on the Site with respect to products and services and services.

# Registration, Username, Password, Security.

Registration. In accessing this website or certain of the resources on the website, you may be asked to provide registration details, including but not limited to, a valid e-mail address, date of birth and your full name. We will not grant any user access to any registration-required portions of the Services unless he or she has completed the necessary registration and paid the fees, if any, associated with access to such portion of the Services. It is a condition of use of this website that all the details you provide will be correct, current, and complete. If KOK believes the details are not correct, current, or complete, we have the right to refuse you access to the website or any of its resources. For more detail information please check KOK Privacy Policy at www.kokfights.com.

Your User Identity. Your username and password will be your identity for purposes of interacting with the Services and other users through the Services. In order to access the Subscription Products, you will be asked to provide your username and password.

Username, Passwords, and Password Access. You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username, and password for the Services. You shall immediately notify us if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Services. In the event of such loss, theft, or unauthorized use, we may impose on you, at our sole discretion, additional security obligations.

Security Breaches and Revision. If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify us by email at support@kokfights.com. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

Although KOK will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of KOK or others due to such unauthorized use. KOK Privacy policy and appendix to these rules.

# Special Terms and Conditions Applicable to Subscription Products, online Pay Per View, and Other Services/Products Offered for Purchase Through the Site.

We reserve the right to modify the price of any Subscription Product, online Pay Per View, and/or any other services/products offered for purchase through the Site or KOK Chatbot on Facebook or via Messenger, WhatsApp. We are not responsible for any error in copy or images relating to any Subscription Product or any other services/ products offered for purchase through the Site.

In order to purchase a Subscription Product, online Pay Per View, or other services/products offered for purchase through the Site or KOK Chatbot you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, e-mail address, credit card information and billing address. Our Privacy Policy explains how such information collected via the Site may be used by us. Your ability to purchase Subscription Products and/or other services/products offered for purchase through the Site is subject to limits established by your credit card issuer. You must notify us immediately of any change in your credit card information, including any change to your home address. By utilizing a credit or debit card for purchase of any of the Subscription Products or any other services/products offered for purchase through the Site, you authorize us to charge such card on a periodic basis as specified in the amount described on the applicable Subscription Product or other services/products offered for purchase through the Site, you authorize us to charge such card on a periodic basis as specified in the amount described on the applicable Subscription Product or other services/products purchase path(s).

Billing and Automatic Renewal Policies for Certain Subscription Services or Monthly Subscriptions, the term begins when you purchase and ends at the product's pre-determined cycle. To cancel your monthly subscription or the annual automatic renewal feature, send an e-mail to KOK Fights with cancellation request and it will become effective as of the next monthly billing cycle following receipt.

The KOK reserves the right to block access to any online Pay Per View event to any regions or territories at the KOK's discretion and for any reason.

Under this agreement, the payment processing services for the Service will be provided by NeuLion Limited, on behalf of KOK, depending on the type of payment methods used for the purchase of the Services.

We have contracted with LBF, STRIPE and Manychat to provide services that provide You (the subscriber who pays a fee) with the ability to access and view our content. The payment processing relating to the ability to view the content for those subscribers in Europe will be provided by IBF. Payment for the ability to view our content is made to IBF STRIPE ACCOUNT upon the subscription plan that you sign up for. The subscription fee will be processed through IBF and will be processed in a secure manner by a third party payment services provider STRIPE or other. Questions concerning payment processing for subscribers worldwide can be addressed via live chat, email or by contact details presented on <u>www.kokfigths.com</u>

# Refunds

In order to provide the highest customer satisfaction possible, we will refund the purchase price paid for any Subscription Product, as follows:

If your access to such Subscription Product is cancelled by you after five (5) days of the purchase date, you will not be eligible for a refund.

Your access to the Subscription Product is cancelled by us at any time, we will make a reasonable effort to refund to the credit card you used to subscribe to such Subscription Product a prorated amount equal to the total amount you paid for access to the Subscription Product in the current term of your subscription times the fraction of the term of your subscription that remains on the date of termination, except if we allege that you have violated the Terms of Use, in which case you will not be eligible for a refund.

If you have purchased a Subscription to any Subscription Product you will not be entitled to any refund if your access to the Subscription Product is terminated.

If we are unable to post a refund to your credit card, including because your credit card account is closed or otherwise unavailable when we attempt to post the refund, or if we allege that you have violated the Terms of Use, you agree that you will forfeit the amount due to you (if any) under this paragraph. Please note that we may not be able to post refunds for subscriptions that are paid for through the use of "single use" credit card numbers or similar "disposable" payment methods. We recommend that you do not use these payment methods to pay for your subscription to the Services; if you choose to use them despite our recommendation, you do so at the risk that we may not be able to provide you with a refund under this paragraph.

Our reasonable effort to provide you with a refund, as described above, will be your exclusive remedy if you or we terminate your access to the Services, including in the event that you claim we breached our obligations to you.

By accepting this Agreement, you agree that we may notify you about changes to prices and/or the Subscription Products by sending an e-mail message to your e-mail address on file with us and by publishing such notices from time to time on the informational page(s) of the Site. It is your responsibility to notify us of any change in your e-mail address by logging in to the Site and using the online account management tool. If your e-mail service includes

functionality or software that catalogues your e-mails in an automated manner, it is your responsibility to ensure that those e-mails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders list.

# Deactivation/termination of your registration

You may deactivate your registration on the website, at any time and for any reason, by sending an email request. We may terminate your use of and registration on the website, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

# **Account Termination Policy**

KOK will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be in violation of the Terms of Use, at any time, without prior notice and in its sole discretion.

# General Use of the Service – Permission and Restrictions

KOK hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that: You agree not to distribute in any medium any part of the Service or the Content without KOK's prior written authorization.

You agree not to alter or modify any part of the Service.

You agree not to access Content through any technology or means other than the video playback pages of the Service itself or other explicitly authorized means KOK may designate.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the KOK servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. KOK reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.

In your use of the Service, you will comply with all applicable laws.

KOK reserves the right to discontinue any aspect of the Service at any time.

You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this website, except that you may access and display material and all other content displayed on this website for non-commercial, personal, entertainment use on a single computer only. Without limited the generality of the foregoing, you may not distribute any part of this website over any network, including a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this website into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

# **Warranty Disclaimer**

You agree that your use of the services shall be at your sole risk. To the fullest extent permitted by law. You specifically acknowledge that UFC<sup>®</sup> shall not be liable for content or the defamatory, offensive, or illegal conduct

of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

# **Submissions and Postings**

KOK does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, merchandise, or other potential content.

# **Moderation/Monitoring**

KOK shall have the right, but not the obligation, to monitor any Postings or other material on it's websites or apps.

# Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by KOK without restriction.

# IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS PLEASE DO NOT ACCESS AND/OR USE THE WEBSITE AND/OR KOK SERVICES AND/OR OTHER KOK PRODUCTS INCLUDING CHATBOT