

# Token Crowdsale

Prepared by: Storm Bear Williams, CEO

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## INTRODUCTION

### A NEW TYPE OF CRYPTOCURRENCY - THE PRODUCT TOKEN

The Nimbus Token Platform allows businesses to fund their projects via pre-sales so they can greatly expand their operations, hire new workers and develop new products. Unlike other cryptocurrency platforms, we have found a way to use blockchain technology for any product or service. For the first time blockchain technology can be used to raise money for small business projects and for crypto entrepreneurs, to grow their altcoin collection.

To give the NIM token long term viability, the buyer of product tokens have an immense amount of flexibility. If they don't like the product token they bought, maybe the store is not performing well, or they are not excited about the product offered, they can barter for another product token from another store, or they can hold onto the token until the token market changes, or they can get a pro rata refund for the token, based the sales the store has logged. Combining this flexibility, with smart contracts, will make the NIM token a more useful cryptocurrency.

This new, radically disruptive idea opens up vast sectors of the economy to tokenization and blockchain technology. It democratizes business in ways that hasn't been accomplished yet for goods and services.

In this model we use a different type of token that we call *product* tokens. The most different aspect about product tokens is that their value is derived from the sales a specific store generates. Whereas Bitcoin is a store of value based on scarcity, NIM tokens are a store of value based on actual commerce between a store and a customer. Our working theory is, the more commerce that is transacted, the more value the NIM tokens will have. Not only do we believe this will increase the value of NIM over time, but we believe it will enrich the broader Ethereum ecosystem as well, especially in third worlds countries where the fiat currency is useless.

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As the cryptocurrency world stands right now, cryptocurrencies are seen as a digital asset that can be easily used for digital goods. There isn't a place where a mom and pop bakery can expand their business by using cryptocurrencies. The Nimbus Token Platform changes that. Owners of NIM tokens can open stores, sell stores, raise money, expand businesses, issue their own branded tokens (NIM.FranksDeli) or use their NIM to run stores for others. And of course the stores benefit from the privacy and security that can come from cryptocurrencies and smart contracts.

With the Nimbus Token Platform, we are not only talking about a system to sell products, we are talking about the rise of an entire job class where people can create entire new careers that are currently unavailable in financial technology.

Product tokens are a new type of cryptocurrency where the customer can buy a product or service via a pre-sale. Once sales (transactions) are logged, the customer can either use their tokens to buy the store's products or services, barter their product token for the product token of another store, get a pro rata refund (a refund that is proportional to the total number of tokens issued) for the token or hold on to the token for later use. Unlike Wall Street's high-frequency trading, the platform will bring democratic ideals and fairness back to the exchange of goods and services.

Every time the store makes a sale, part of the sale (sale token allotment) goes into the product token wallet in the form of ETH. Also, if any NIM were leftover from the crowdsale, an amount of NIM is mined from each sale and goes into the store's wallet.

These features keep the value of NIM growing and allows more stores to move onto the platform. We believe this cycle of sale, produce, reward and exchange (SPRE) makes the platform a long term viable tool in the world of cryptocurrency. It redefines the shopping SPRE!

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## USE CASES

The Nimbus Token Platform can be used for almost any business project. Stores can use the platform to raise money by selling their own branded tokens instead of struggling with venture capitalists or suffering the humiliation of the typical banking experience.

We know what the benefits are to store owners, but what is in it for those customers that bought NIM during the crowdsale? NIM tokens unlock functionality on the platform. NIM are used to open stores and unlocks the ability to buy branded product tokens.

With product tokens, the customer can always get a pro rata refund for their product token or barter the token on the exchange. Instead of having yogurt tokens, they could swap those for a token that can be redeemed for a bicycle.

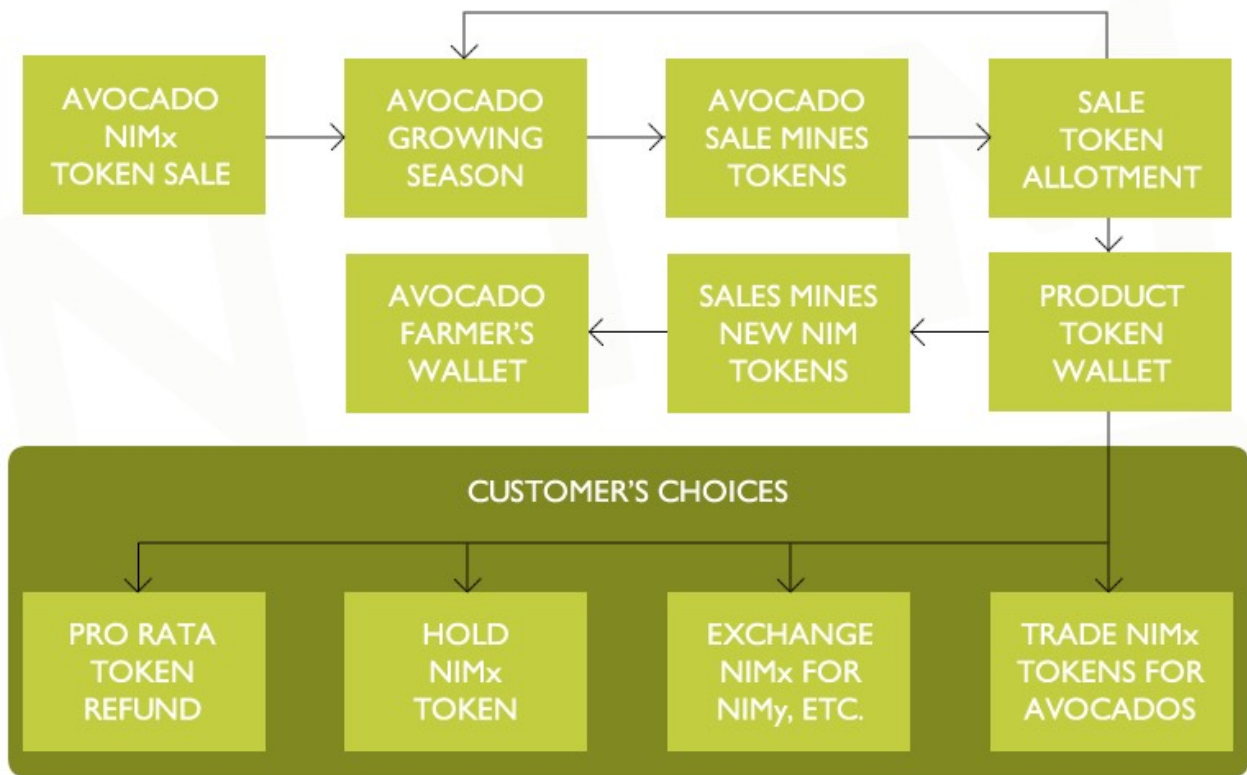
Buying product tokens during the store's pre-sale period gives the customer a range of options that just aren't present in platforms like Kickstarter or retail outlets like Overstock. This is a real opportunity for entrepreneurs to help small businesses expand and grow while the entrepreneur has new tools and new ways to expand their token portfolio.

In the following pages, we explore three different use-cases from three different industries; agriculture, complex manufacturing, and personal services.

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## HOW TO BLOCKCHAIN AN AVOCADO

An avocado farmer wants to expand the orchard and add more trees to some of their vacant land. The farmer can use the Nimbus Token Platform to pre-sale avocados to expand the orchard. At the end of every growing season, a portion of the sale of each avocado crop, from the new grove, will go towards the product token wallet. Customers can either trade their tokens in for some avocados, exchange one NIMx product token type for another, get a pro rata refund, or hold on to the token for future use. Lastly, if any NIM were leftover from the crowdsale, at each sale, the store mines new NIM tokens that goes to their wallet.

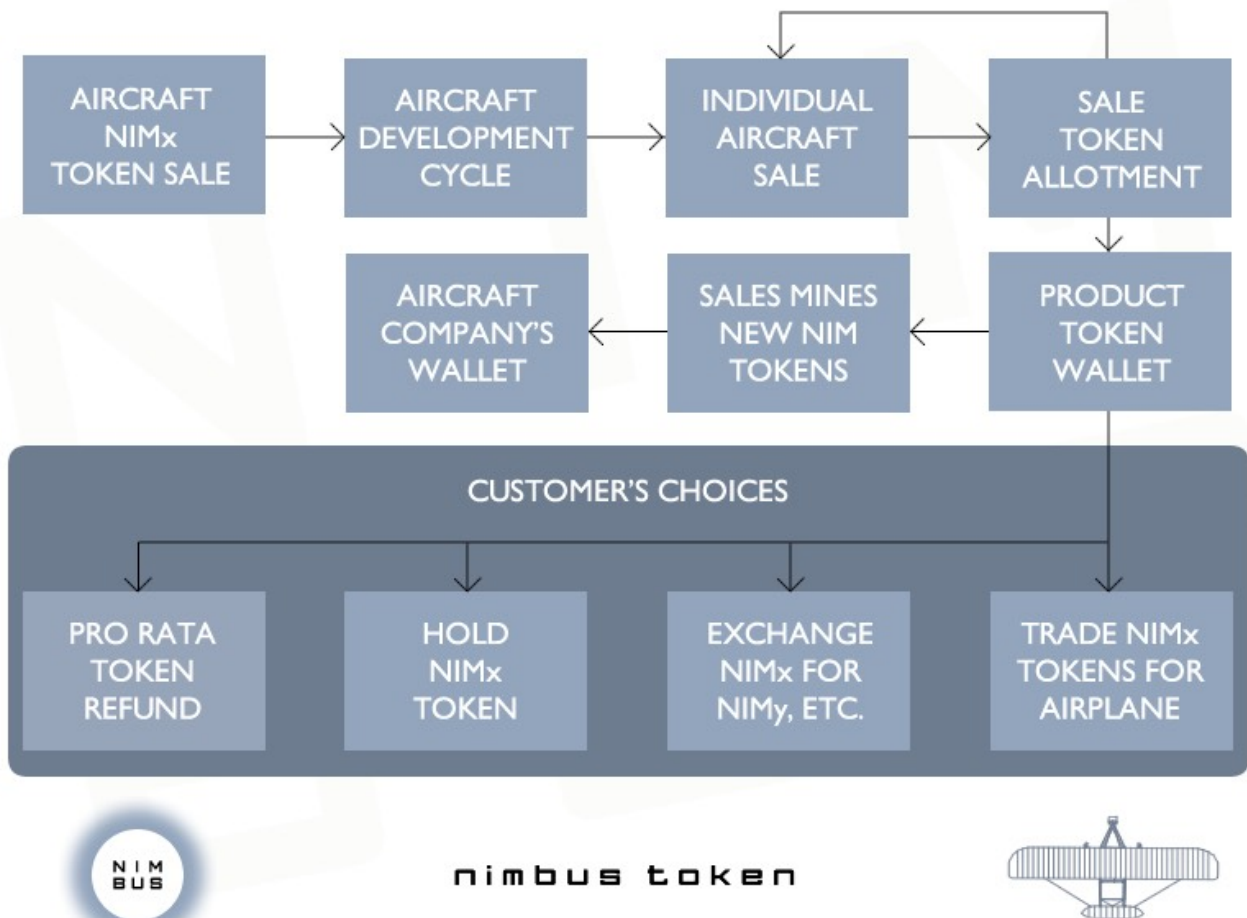


nimbus token



## HOW TO BLOCKCHAIN AN AIRCRAFT FACTORY

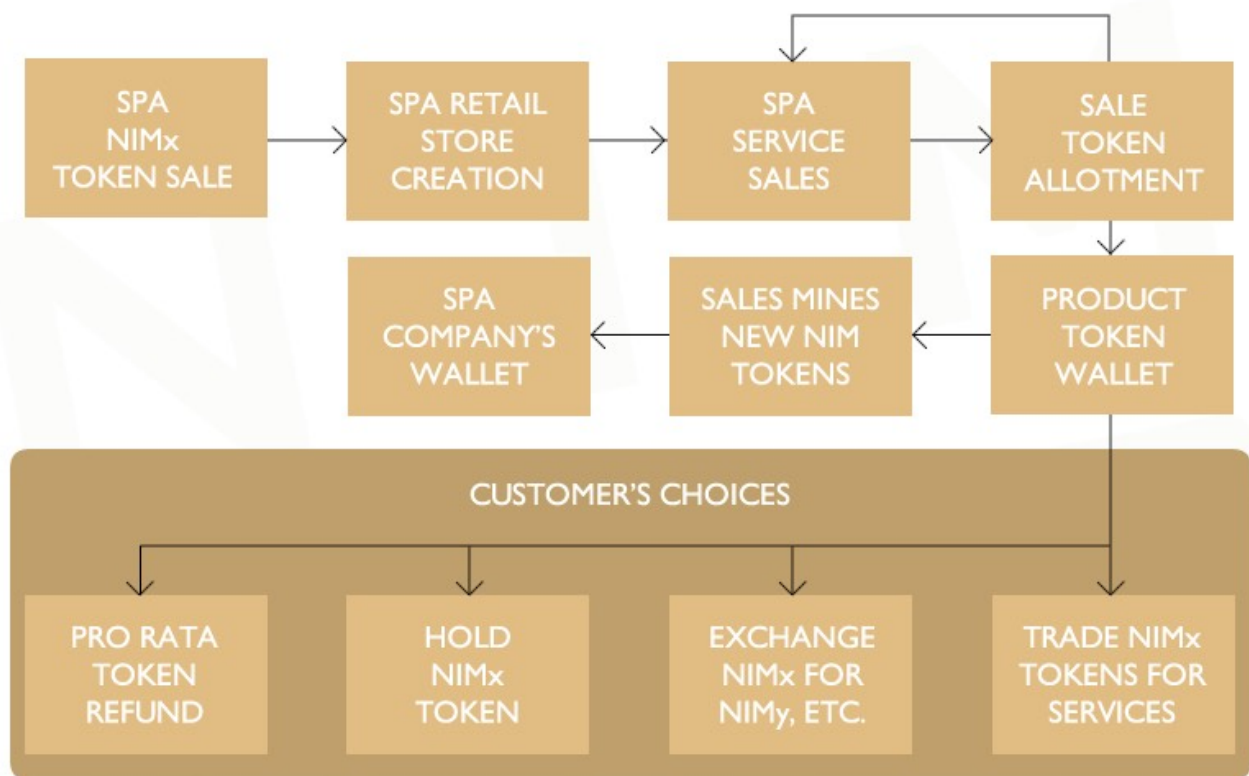
A successful aircraft manufacturer has a hot new jet aircraft design and a contract for 10 planes. Sounds like a great place to be except they need to build the tooling to create the aircraft. So to get the money they need to get started, they use the Nimbus Token Platform to offer pre-sales of the airplanes. Once the tokens are sold, the aircraft manufacturer can now create the tooling needed to build the hot new jet airplane. For each aircraft sold, a percentage of the sale is directed to the product token wallet. Then the customer has the option to buy an aircraft with their tokens, hold onto the token, get a pro rata refund, or exchange their token for another product token on the platform. Lastly, at each sale, if any NIM were leftover from the crowdsale, the store mines new NIM tokens that goes to their wallet.



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## HOW TO BLOCKCHAIN A MASSAGE

A spa entrepreneur has a thriving spa and wants to open another spa at another location. The entrepreneur can use the Nimbus Token Platform to seek help in opening the new store. For every service the spa sells, whether it is a massage, a hair cut, a manicure, or a seaweed wrap, a percentage of each sale goes into the product token wallet for use by the customers. From there, the customers can use their tokens for anything on the spa's service menu, get a pro rata refund, hold onto their token, or exchange their token for another product token on the platform. Lastly, at each sale, if any NIM were leftover from the crowdsale, the store mines new NIM tokens that goes to their wallet.



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## MINING NIM

NIM is initially only available during the platform token crowdsale. At the end of the crowdsale, all unsold tokens will be pooled for mining later by stores, via the logging of sales later.

NIM tokens will be required to open a store on the Nimbus Token Platform. Those individuals that do not buy tokens during the crowdsale will have to wait until NIM appear on exchanges or until new NIM tokens are mined and sold.

The only way a NIM token can be mined is when a store on the platform logs a sale. Customers that have purchased that store's pre-sale tokens will receive that store's unique product token - NIMx. Customers that own NIMx can then trade for the store's goods or services, they can exchange it for another product token (NIMy), hold onto that product token or get a pro rata refund for the token. But for the store, NIM tokens are mined and transferred to their wallets. They can use these NIMs to open another store, send to others to open a business or trade on an exchange for other cryptocurrency.

As every store logs sales on the platform, NIM are mined from the leftover crowdsale NIM token pool. Each NIMx is backed by the value of the transactions of goods or services the store logs. This increases the utility of all NIM tokens across the platform and the third party exchanges.

Mining will cease when the NIM token pool is empty. New NIM mining will restart when the total amount of NIM tokens is less than the original NIM minting for the crowdsale.

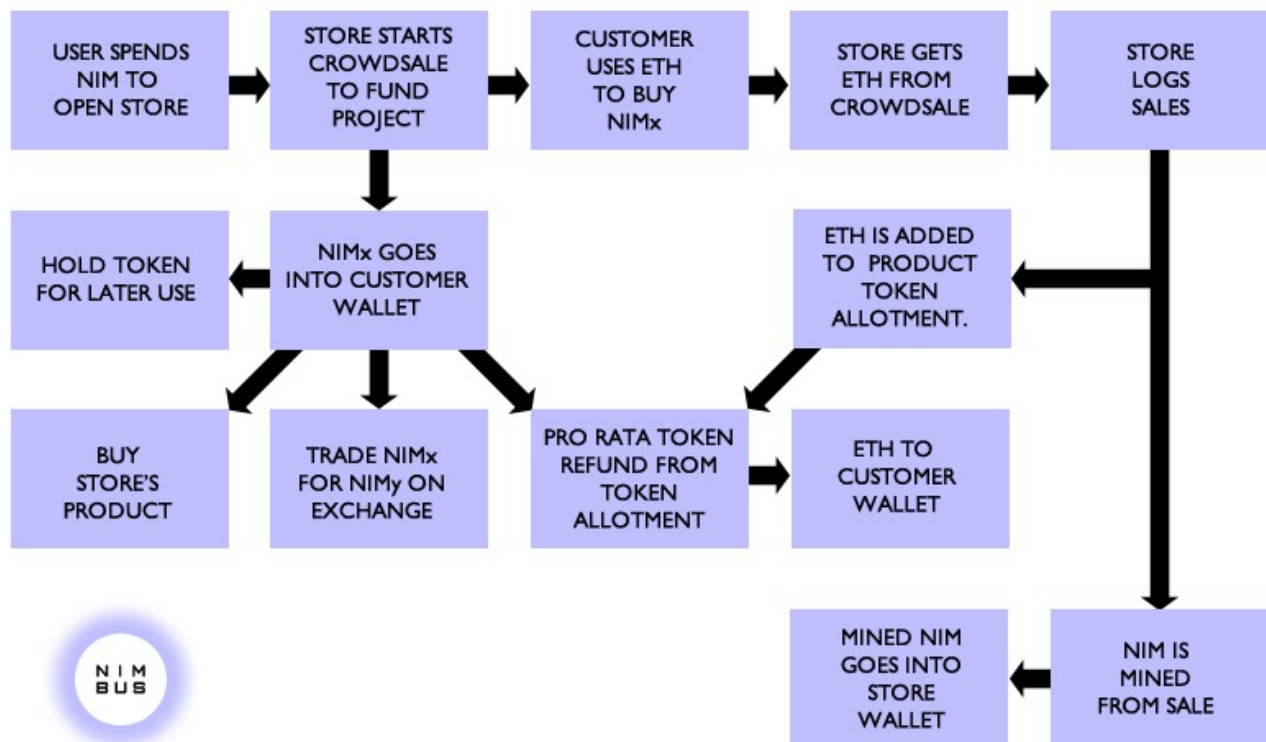
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## NIM VS NIMX

The platform uses two types of tokens, NIM and NIMx; each with its own specific purpose.

NIM are the utility tokens that is sold during the token crowdsale. If any NIM were leftover from the crowdsale, those tokens will be available to be mined whenever a store on the platform logs a sale. NIM are also required to open a store on the platform.

NIMx are the product tokens. Every store on the platform has a unique token ID. NIMx (or NIMy or NIMz) are used to denote different product tokens in the whitepaper. Actual unique token IDs could look like NIM.MillerAvocados, NIM.LocusJets, or NIM.ArizonaSpa. Platform users could barter NIM.MillerAvocados product tokens for NIM.ArizonaSpa or any other product token on the platform exchange. They can also be traded on the platform exchange for NIM, which can be traded openly on third party exchanges.



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## ECOSYSTEM

The Nimbus Token Platform has a disruptive ecosystem geared towards building businesses and selling their products.

The platform is a place where businesses can launch a token sale to raise funds for their business needs.

At the crowdsale, NIM tokens are sold to fund the development of the platform. Once the platform is launched, only NIM tokens can be used to open stores on the platform and launch pre-sales of unique product tokens.

When stores log sales, customers can trade the store's unique product tokens on the platform exchange. At the same time, if any NIM were leftover from the crowdsale, NIM from the pool are available to be mined and placed into the store's wallet.

As NIM are consumed to create stores, stores also mine the NIM back out of the pool, when they log sales. This creates the product token cycle; sale, produce, reward and exchange. In this cycle, stores sell a token so they can grow, stores produce goods or services, customers are rewarded with products and product tokens are bartered with others on the platform.

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## DISTRIBUTION

### How The Tokens Will Be Distributed

We want to keep the value of the NIM tokens healthy. It is in no one's best interest to artificially keep the tokens devalued. At the end of the token sale, all unsold tokens will be pooled for mining by stores on the platform as they log sales. No new tokens will be minted.

Description	Percentage
Token Presale	20%
Token Sale	50%
Team*	10%
Founders*	10%
Costs and Fees Reserve**	10%
<b>Total</b>	<b>100%</b>

\* Vested Tokens

\*\* Reserved for unplanned use

Note: Nimbus Token-based incentives would be offered to the Founders, Team and the Board with a vesting schedule. This would ensure that the management team, the board, and the employees are aligned towards the long term creation of value for the Nimbus Token.

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# FUNDING ALLOCATION

## How The Proceeds Will Be Used

Description	Unit Price
Labor	40%
Marketing	20%
Facilities	10%
Security	5%
Legal	3%
Infrastructure	7%
Reserve Fund*	15%
<b>Total</b>	<b>100%</b>

### \*Reserve Fund

These tokens will be kept out of circulation and reserved for possible future use incase unforeseen circumstances should arise that the founders, staff, management, or team cannot envision or prepare for in advance.

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## ROADMAP

### CROWDSALE ANNOUNCEMENT

The announcement will appear in the [bitcointalk.org](http://bitcointalk.org) forum and Nimbus Token's various social media channels. The whitelist sale would commence approximately 2 weeks after the crowdsale announcement is made.

### TOKEN WHITE SALE

The token white sale will last 1 week and only be available to individuals on the newsletter email list.

### TOKEN PRESALE

The token pre-sale will last 14 days and will start the day after the white sale concludes.

### TOKEN SALE

The token sale will last ten weeks.

## PROJECT DEVELOPMENT PHASES

### **Phase 1: Staffing**

This phase would include the hiring of a team to develop the platform. Most crowdsale offerings have a team in place first. However, the team that develops the platform is often different from the one that actually does the development. This often wastes project time and other resources as the initial crowdsale team receives coins or tokens they never worked for. The founder has a long history of building teams to build products and we know this will translate well for the Nimbus Token Platform.

### **Phase 2: Alpha Prototype Development**

The basic building blocks of the platform will occur in Phase 2. Store management tools, wallet management, the NIMx exchange system, token pool management interface, transaction engine, and the customer token portfolio are the major components of the platform.

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### **Phase 3: Beta Testing**

Once Phase 2 is completed, the beta test will begin. Initially beta testing will be open to a select group of NIM token holders to test but no actual transactions will occur. A small number of stores may be allowed to open, with real transactions, to fine tune the NTP model. After initial beta testing, the platform move into an beta test open to anyone with a NIM token.

### **Phase 4: Golden Master Deployment**

Once the team has signed off on the beta test and made appropriate changes to the platform and model, the Nimbus Token Platform will be opened to the general public for live use.

### **Phase 5: Upgrades and Expansions**

The platform as described in the whitepaper, we believe, is the tip of the iceberg in terms of democratizing small businesses around the world, especially in third world countries.

Tweaking to the system will continue as needs arise. The whitepaper, as presented here, only represents the v1.0 platform. The features and use-cases will grow as the platform matures and new exciting directions in crypto-economics develop.

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## FOUNDER AND TEAM



Storm Bear Williams has spent his career working with amazing people and groundbreaking products. His multi-discipline career has led him to work with Silicon Valley start-ups and Fortune 500 behemoths.

Before the term crowdsourcing was a word, he founded the first crowdsourced

charity, [BooksForSoldiers.com](http://BooksForSoldiers.com).

Founded after 9-11, BFS is a soldier support charity which has been featured in everything from Oprah to [People Magazine](#). The site went on to win the [James R. Peterson](#)

[Pageturner Award for Literacy](#). With over \$32 million raised, Mr. Williams knows what it takes to get things done in the online world.

Now he wants to democratize finance. It is going to be an insane ride. You can see his LinkedIn profile [HERE](#).



**STEVEN PETERSON**  
*BLOCKCHAIN BADASS*

Steven brings an immense experience and resume in LAMP, SQL, C+, and web application development to the Nimbus Token Platform. That combined with his research in engineering blockchain technologies for the healthcare industry makes him the perfect match for Nimbus Token. His deep-dive knowledge in real world applications makes him the badass we need to merge old school transactions with the blockchain. You can see his LinkedIn profile [HERE](#).



**KEITH HALL**  
REDBULL-FUELED BACKEND DEVELOPER

Somewhere in all of this, we need a brave soul to be master of the LEMP stack (LAMP is so last year). Someone who doesn't mind sweating the details of the data center and ABSOLUTELY LOVES making sure all the bits and bobs of TCP/IP are minding their manners. That is Keith. He honed his skills in the super-insane-ultra-demanding environment of D.C. All of his patience & tenacity will help us build a better product. You can see his LinkedIn profile [HERE](#).



**KEVIN WILLIAMS**  
REDBULL-FUELED FRONTEND DEVELOPER

Kevin is an amazing asset for our superstar team. With over TEN years of experience in front end development, his design styles and GUI expertise are top notch. Those will come in handy when creating a site with logical and easy-to-use functional elements for both web and mobile. Bringing "ease of use" to the blockchain is somewhat of a Holy Grail in terms of design. His artistic skills and site function acuity will benefit the product and especially our users. You can see his LinkedIn profile [HERE](#).



## **DEAN WILLIAMS**

DIRECTOR OF HR

Dean should have been a coder but he insists he is a people person!

We have him looking for candidates skilled in MPLS, BGP, EIGRP, Linux, Unix, operation support, network support, TCP, UDP, performance tuning, Angular.js, XML, and front end development. Oh, and he also knows a good blockchain developer when he sees them.

Dean is the one guy we have found who you can't BS your way around your resume. He will dig, investigate and it is rumored he has conducted an interrogation or two. FOUR LIGHTS! You can see his LinkedIn profile [HERE](#).

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## GLOSSARY

These are terms that the buyer of NIM tokens or those new to cryptocurrency might find useful.

**Branded Product Tokens** - See NIMx

**Business Users** - The users are the businesses operating stores on the platform.

**Customers** - This is a person who owns NIM tokens or NIMx tokens.

**Logging Sales** - Stores create value for their unique product token customers when they log sales back into the platform from which they derived pre-sale funds. To log a sale, the store converts a fraction of their sales (Sale Token Allotment) into ETH and deposit it into the product token wallet in the form of ETH.

**NIM** - The name of the utility token used on the Nimbus Token Platform. It can be traded on exchanges outside of the NTP system.

**NIMble** - This is the smallest denomination of a NIM (1 NIMble = 0.000000000000000001 NIM or  $1 \times 10^{-18}$  NIM). It purposefully mirrors ETH and its ecosystem of fractional ownership.

**NIMx, NIMy, NIMz, etc.** - These are the branded product tokens. This token type cannot be exchanged outside of the NTP system. Every store on the platform gets a unique token ID. Internally, in the whitepaper and in modeling, we use the terminology of NIMx, etc. to denote a specific product token. In the real world, the unique token ID could be NIM.avocados, NIM.jet, or NIM.spa.

**NIMx Exchange** - The platform exchange where one product token can be exchanged for another.

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**Nimbus Token Platform (NTP)** - A web and mobile app that features a broad range of options to pre-sale goods and services via branded product tokens.

**Product Token** - This is a specific type of cryptocurrency that is tied directly to a product or service (NIMx, NIMy, NIMz, etc.). Each store on the Nimbus Token Platform will have a unique token (NIM.avocados, NIM.jet, or NIM.spa, etc.) that is offered by the store selling the product. Multiple tokens can exist for similar products. Wheat, for example, can have multiple vendors each offering a unique token for their crops. (NIM.JohnsonGrains, NIM.IowaHarvest, NIM.OrganicWheat, etc.)

**Product Token Cycle** - The platform is based on an economic cycle of sale, produce, reward and exchange.

**Product Token Wallet** - This is the wallet from which logged sales are stored in the form of ETH. Pro rata refunds are also disbursed from this wallet to customers.

**Sale Token Allotment** - For every sale (transaction), whether it is a good or a service, every sale has a predetermined percentage that goes into the product token wallet in the form of ETH.

**Stores** - The major functionality of a store on the platform is to pre-sale their goods or services to raise funds. These stores then allot a specific amount of their transactions to their pre-sale customers. Stores can offer crowdsales for product tokens that are unique to their store. If any NIM were leftover from the crowdsale, stores can mine NIM when they log sales. Stores can also redeem their unique product tokens (NIMx).

**Store Wallet** - When a store logs a sale, if any NIM were leftover from the crowdsale, that sale mines a specific amount of NIM that are then transferred into their store wallet.

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**Token Churn** - The amount of NIM tokens burned via store openings versus being mined via sales.

**Token Pool** - The Token Pool is first filled from NIM tokens that went unsold from the crowdsale. Left over tokens are available to mine when a store logs sales. The mined NIM goes into the store's wallet. When the pool is depleted, mining stops until more NIM are available.

**Total Token Distribution** - The total amount of NIM in circulation will always be less than or equal to the TTD, which is the amount of tokens minted at the crowdsale. NIM are used to open stores on the platform which burns NIM tokens. But when stores log sales, they mine NIM to add to their wallet as an incentive to honor their pre-sale contracts.

**Transaction** - A transaction, in the Nimbus Token Platform ecosystem, is where a store completes a sale and the corresponding percentage of the sale is transferred to the Product Token Wallet in the form of ETH. Also, a small amount of NIM is mined by the store at every sale and goes into the store's wallet.

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## CONTACTS

Twitter: [@NimbusToken](https://twitter.com/NimbusToken)

Facebook: <https://www.facebook.com/Nimbus-Token-836368019871489/>

LinkedIn: <https://www.linkedin.com/company/nimbustoken>

Reddit: <https://www.reddit.com/r/nimbustoken/>

Tumblr: <https://nimbustoken.tumblr.com/>

Slack: <http://nimbustoken.slack.com>

Telegram: <https://t.me/NimbusToken>

Email: [nimbustoken@nimbusagency.com](mailto:nimbustoken@nimbusagency.com)

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## THE HOWEY TEST

The "Howey Test" is a test created by the United States Supreme Court for determining whether certain transactions qualify as "investment contracts." If so, then under the Securities Act of 1933 and the Securities Exchange Act of 1934, those transactions are considered securities and therefore subject to certain disclosure and registration requirements.

If a cryptocurrency crowdsale meets all four of the below requirements, the tokens or coins are considered a regulated security in the eyes of the U.S. Securities Exchange Commission.

1. It is an investment of money
2. There is an expectation of profits from the investment
3. The investment of money is in a common enterprise
4. Any profit comes from the efforts of a promoter or third party

According to the Securities Law Framework for Blockchain Tokens spreadsheet provided by an initiative of Coinbase, Coin Center, Union Square Ventures and Consensus.

You can see our entry [here](#).

According to their spreadsheet, our Howey Test risk score is 20 out of a possibility of hundreds.

**DO NOT TAKE THIS AS ANY GUIDANCE OR FACTUAL STATUS OF RISK. SEEK YOUR OWN LEGAL ADVICE BEFORE MAKING ANY CRYPTOCURRENCY PURCHASE. SEE THE LEGAL NOTICES & DISCLAIMERS SECTION AT THE END OF THE WHITEPAPER FOR FURTHER DETAILS OF RISK.**

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## LEGAL NOTICES & DISCLAIMERS

### IMPORTANT NOTICE

The Nimbus Token Platform tokens are not intended to constitute securities in any jurisdiction. The whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the Nimbus Token Platform tokens and no cryptocurrency or other form of payment is to be accepted on the basis of the whitepaper.

The information set below may not be exhaustive and does not imply any elements of a contractual relationship. While we make every effort to ensure that any material in the whitepaper is accurate and up to date, such material in no way constitutes the provision of professional advice. Nimbus Token Platform does not guarantee, and accepts no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency, or completeness of any material contained in the whitepaper. Investors and potential Nimbus Token Platform token holders should seek appropriate independent professional advice prior to relying on, or entering into any commitment or transaction based on, material published in the whitepaper, which material is purely published for reference purposes alone.

Nimbus Token Platform does not provide any opinion on any advice to purchase, sell, or otherwise transact with Nimbus Token Platform tokens and the fact of presentation of the whitepaper shall not form the basis of, or be relied upon in connection with, any contract or investment decision.

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## REGIONAL RESTRICTIONS

You are not eligible and you are not to purchase any Nimbus Token Platform tokens if you are a citizen or resident (tax or otherwise) of Singapore, or other Singapore Person. “Singapore Person” is generally defined as a natural person, residing in the Singapore or any entity organized or incorporated under the laws of Singapore.

You are not eligible and you are not to purchase any Nimbus Token Platform tokens if you are a citizen or resident (tax or otherwise) of the People’s Republic of China (“PRC”), or other PRC Person. “PRC Person” is generally defined as a natural person, residing in the People’s Republic of China, or any entity organized or incorporated under the laws of the People’s Republic of China.

Furthermore because of current regulatory uncertainty and before additional information is publicly released by the Platform on the matter, green card holders of the United States or citizens or residents (tax or otherwise) of the United States of America, Singapore or China, or other U.S., Singapore Person or PRC Person, are not eligible to register for the Token Sale. That limits the ability of U.S., Singapore, PRC persons to utilize Nimbus Token Platform tokens and participate in the future development of the platform as well as in the distribution of proceeds.

## NO ADVICE

No information in the whitepaper should be considered to be business, legal, financial or tax advice regarding Nimbus Token, the NIM cryptocurrency, the Nimbus Token Platform, the

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Nimbus Token crowdsale, (each as referred to in the whitepaper). You should consult your own legal, financial, tax or other professional adviser regarding Nimbus Token Platform and their respective businesses and operations, the Nimbus Token NIM tokens, the Nimbus Token crowdsale, (each as referred to in the whitepaper). You should be aware that you may be required to bear the financial risk of any purchase of Nimbus Token Platform tokens for an indefinite period of time.

#### LIMITATION OF LIABILITY

In no event shall Nimbus Token Platform, members of Nimbus Token Platform staff, contractors, founders, or volunteers be liable for:

Any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the services or products offered by Nimbus Token Platform or the breach of any of these Terms by any third party;

Any security risk such as hacker attacks, loss of password, loss of private key, or similar. Mistakes or errors in code, text, or images involved in the sale.

Any losses resulting from the volatility in pricing of NIM in any countries and cryptocurrency exchanges.

This website and the Nimbus Token Platform tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the website and purchasing of any amount of the Nimbus Token Platform tokens and their use. If applicable law does not allow all or any part of the

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above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

By acquiring Nimbus Token Platform's Token and to the extent permitted by applicable law, the buyer agrees not to hold Nimbus Token Platform or any employee or contractor of Nimbus Token Platform liable for any losses or damages arising out of or in any way connected to the buyer's failure to properly secure the private key to the wallet containing their NIM: hacker's attacks, stolen devices, loss of passwords, etc.

#### NO REPRESENTATIONS & WARRANTIES

Nimbus Token Platform does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in the whitepaper.

#### REPRESENTATION & WARRANTIES BY YOU

By accessing and/or accepting possession of any information in the whitepaper or such part thereof (as the case may be), you represent and warrant to Nimbus Token as follows:

- (a) you agree and acknowledge that the Nimbus Token Platform tokens do not constitute securities in any form in any jurisdiction;
- (b) you agree and acknowledge that the whitepaper does not constitute a prospectus or other document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of the whitepaper;

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(c) you agree and acknowledge that no regulatory authority has examined or approved of the information set out in the whitepaper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of the whitepaper to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

(d) you agree and acknowledge that the whitepaper, the undertaking and/or the completion of the Nimbus Token Platform crowdsale, or future trading of the Nimbus Token Platform tokens on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of the Nimbus Token Platform, the Nimbus Token Platform tokens, the Nimbus Token crowdsale (each as referred to in the whitepaper);

(e) the distribution or dissemination of the whitepaper, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to Nimbus Token Platform;

(f) you agree and acknowledge that in the case where you wish to purchase any Nimbus Token Platform tokens, the Nimbus Token Platform tokens are not to be construed, interpreted, classified or treated as:

- (i) any kind of currency other than cryptocurrency;
- (ii) debentures, stocks or shares issued by any person or entity.

(iii) rights, options or derivatives in respect of such debentures, stocks or shares;

(iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

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- (v) units in a collective investment scheme;
  - (vi) units in a business trust;
  - (vii) derivatives of units in a business trust; or
  - (viii) any other security or class of securities.

(g) you are fully aware of and understand that you are not eligible to purchase any Nimbus Token Platform tokens if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America or a citizen or resident of the Republic of Singapore or a citizen or resident of People's republic of China;

(h) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

(i) you are fully aware and understand that in the case where you wish to purchase any Nimbus Token Platform tokens, there are risks associated with Nimbus Token Platform and their respective business and operations, the Nimbus Token Platform tokens, the Nimbus Token crowdsale, (as referred to in the whitepaper);

(j) you agree and acknowledge that neither Nimbus Token Platform is liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the whitepaper or any part thereof by you; and

(k) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession the whitepaper or such part thereof (as the case may be).

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## CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in the whitepaper, statements made in press releases or in any place accessible by the public and oral statements that may be made by Nimbus Token Platform or their respective directors, executive officers or employees acting on behalf of Nimbus Token Platform, that are not statements of historical fact, constitute “forward- looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms.

However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding Nimbus Token Platform’s financial position, business strategies, plans and prospects and the future prospects of the industry which Nimbus Token Platform is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to Nimbus Token Platform’s revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in the whitepaper regarding Nimbus Token Platform are matters that are not historical facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of Nimbus Token Platform to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which Nimbus Token Platform conducts its respective businesses and operations;

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- (b) the risk that Nimbus Token Platform may be unable to execute or implement their respective business strategies and future plans;
  - (c) changes in interest rates and exchange rates of currencies and cryptocurrencies;
  - (d) changes in the anticipated growth strategies and expected internal growth of Nimbus Token Platform;
  - (e) changes in the availability and fees payable to Nimbus Token Platform in connection with their respective businesses and operations;
  - (f) changes in the availability and salaries of employees who are required by Nimbus Token Platform to operate their respective businesses and operations;
  - (g) changes in preferences of customers of Nimbus Token Platform;
  - (h) changes in competitive conditions under which Nimbus Token Platform operate, and the ability of Nimbus Token Platform to compete under such conditions;
  - (i) changes in the future capital needs of Nimbus Token Platform and the availability of financing and capital to fund such needs;
  - (j) war or acts of international or domestic terrorism;
  - (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of Nimbus Token Platform;
  - (l) other factors beyond the control of Nimbus Token Platform; and
  - (m) any risk and uncertainties associated with Nimbus Token and their businesses and operations, the Nimbus Token Platform tokens, the Nimbus Token Platform crowdsale (each as referred to in the whitepaper).

All forward-looking statements made by or attributable to Nimbus Token Platform or persons acting on behalf of Nimbus Token Platform are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of Nimbus Token Platform to be materially different from that expected, expressed or implied by the forward-looking statements in the whitepaper, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of the whitepaper. Neither Nimbus Token Platform nor any other person represents,

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warrants and/or undertakes that the actual future results, performance or achievements of Nimbus Token Platform will be as discussed in those forward-looking statements. The actual results, performance or achievements of Nimbus Token Platform may differ materially from those anticipated in these forward-looking statements.

Nothing contained in the whitepaper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of Nimbus Token Platform.

Further, Nimbus Token Platform disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future

## PRIVACY POLICY

By purchasing Nimbus Tokens, you agree to your personal data, i.e. e-mail address and/or name, being processed by Nimbus Token Platform for its business purposes or the purposes of building, promoting, and communicating (about) the Nimbus Token Platform system and the Nimbus Tokens.

Nimbus Token Platform agrees to keep your email address and other personal data private and not share it with the public, e.g. by including it on any external lists or selling to any third parties.

## DISCLAIMER

The presentation of the whitepaper is with the solely for informational purpose.

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The participants interested in buying Nimbus Token Platform tokens during the crowdsale should demand and consider the various risks prior to making any kind of investment decision in the crowdsale and pre-crowdsale as well.

The whitepaper does not comprise any advice by company, the directors, the investment manager or any other person, or recommendation to any receiver, by the virtues of participation in the Nimbus Token Platform crowdsale.

Nimbus Token Platform's whitepaper does not necessarily identify, or claim to identify, all the risk factors connected with company.

All the participants must make their own independent evaluation, after making such investigations as they consider essential, of the merits of participating in the crowdsale.

The token buyer should check with and rely upon their own investment, accounting, legal and tax representatives and consultants as such matters concerning company and to assess separately the financial risks, consequences and appropriateness of a participation in a crowdsale, or if in any doubt about the facts of this presentation.

Participation in the Nimbus Token Platform crowdsale holds considerable risk and might involve extraordinary risks that may perhaps lead to a loss of all or a significant portion of such participation, unless the participants completely understand, be aware of and accept the characteristics of the company and the possible risks inbuilt in company, they should not participate in crowdsale.

Each of the participants are completely in charge for ensuring that all characteristics of crowdsale are satisfactory to them.

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There can be no guarantee that company's business purpose will be achieved and crowdsale participation consequences may differ considerably over time.

Participation in the crowdsale is not planned to be a total cryptocurrency program for any participant.

All the participants with awareness should think about whether a token purchase is suitable for them, their circumstances and financial resources.

#### RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION

The distribution or dissemination of the whitepaper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the whitepaper or such part thereof (as the case may be) at your own expense and without liability to Nimbus Token Platform.

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in the whitepaper) is to be governed by only the T&Cs of such agreement and no other document. In the event of any inconsistencies between the T&Cs and the whitepaper, the former shall prevail.

You are not eligible to purchase any Nimbus Token Platform tokens in the Nimbus Token Platform crowdsale (as referred to in the whitepaper) if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America or a citizen or resident of the Republic of Singapore or a citizen or resident of People's republic of China.

No regulatory authority has examined or approved of any of the information set out in the whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of the whitepaper does not imply that the applicable laws, regulatory requirements or rules have been complied with.