

“KISHU NFT CRATE”

TERMS AND CONDITIONS

These Terms and Conditions (“T&Cs”) comprise the full terms and conditions under which the fully decentralized project “Kishu Inu”, as externally represented and supported by the non-profit organization Kishu Inu Foundation (Nevis) (from now on collectively known as “Kishu”), will provide access to particular software services accessible from the main Kishu website as well as from the website <https://crate.kishu.com> (from now on “Kishu Crate” or the “platform”). The user of any or all components of Kishu Crate (“the User”) accepts these terms for him/herself and/or on behalf of the entity he/she represents, if applicable, together with any of its Affiliates, Employees, Directors, Officers, Agents or other related Parties, by either physically or electronically signing the T&Cs or even by simply using Kishu Crate. Accessing and/or using the platform in any way implies that the User read carefully these T&Cs and understands and unconditionally and irrevocably accepts any of its contents, terms, rules and provisions. Kishu and the User may be referred throughout this document as well as the “Parties” or each, separately as a “Party”. This document constitutes the entire agreement between the Parties with respect to the access and usage at any level of Kishu Crate and the supply of any of its services or activities, and supersedes all prior understandings or agreements, whether written (by email or any other format) or verbal. The User, in addition to the specific provisions below, is solely responsible for understanding and complying with any and all laws, rules and regulations of its specific jurisdiction that may be applicable to the User himself in connection with the use of any and all services and activities accessible or provided by Kishu Crate. IF THE USER DOES NOT ACCEPT AND/OR UNDERSTAND THESE T&Cs, HE SHALL NOT USE ANY OF THE SERVICES OR ACTIVITIES WITHIN Kishu Crate. The invalidity or unenforceability of any provision of these T&Cs will not adversely affect the validity or enforceability of the remaining provisions. All notices and other communications required or permitted to be served or given shall be in writing (including by email). The failure of Kishu to enforce the terms of these T&Cs does not constitute a waiver and will in no way affect the right to later enforce such terms. Any heading, caption, or paragraph title contained in these T&Cs is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof. These T&Cs may be executed in any number of counterparts, which taken together will represent a single document. Digital, facsimile, and other electronic signatures will be deemed to be originals and will be enforceable between the parties.

2. SERVICES

2.1. Kishu offers to the User access and use of Kishu Crate which includes, together with other minor and/or ancillary services, a personalized user interface for digital token staking, unstaking and farming using ETH or other tokens as Kishu may decide at any time and

without any forewarning, using the smart contracts developed and provided by <http://Unifty.io> (from now on “Unifty”) and a modified version of Unifty’s open-source user experience interface (<https://github.com/Unifty/UniftyDapp>).

2.2. The User by engaging in the activities ex clause 2.1. above, will accrue “points” that will ultimately allow the User to create and redeem Non Fungible Tokens (NFTs) following either the Ethereum ERC-1155 or Rarible Collections standard, with specific modes and rates as are published by Kishu on the Kishu Crate website from time to time. For the avoidance of doubt, the User expressly acknowledges, understands and accept that a variable fee (transaction or otherwise) in ETH might also be required to redeem any NFTs through Kishu Crate.

3. PARTIES OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

3.1. Except as stated herein below, Kishu hereby disclaims all warranties of any kind, express or implied, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement of Kishu Crate. In no event shall Kishu, its Directors, Officers, Employees or other representatives be liable for general, indirect, consequential, or punitive damages related to any of the services offered within Kishu Crate, even if not explicitly listed within this section.

3.2. Kishu and/or Kishu Crate is not offering any custodial service of any kind and any digital tokens or assets involved in its use are always held by, owned or staked to Unifty’s smart contracts by the User.

3.3. Kishu is not responsible:

3.3.1. For any damages, loss of profit, loss of tokens, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss suffered or claimed by the User or any third-party, entity or individual directly or indirectly related to Kishu Crate. This covers losses incurred by the fault of any third parties operators of any related transactions or even by Kishu itself if caused by a previously unknown software fault within Kishu Crate or not foreseeable technical or non-technical event or reason not directly arising out of grave negligence or ill-will on Kishu’s part.

THE USER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY TRANSACTION EXECUTED THROUGH KISHU CRATE. KISHU CRATE ONLY ENABLES THE USER TO ACCESS UNIFTY’S THIRD PARTY SMART CONTRACTS AND DOES NOT MAKE ANY KIND OF TRANSACTION, REWARD OR INVESTMENT DECISION FOR HIM. FOR THE AVOIDANCE OF DOUBT KISHU WILL NEVER BE

LIABLE FOR ANY KIND OF LOSS, HOWEVER ORIGINATED OR CAUSED, INCURRED BY THE USERS OR ANY THIRD-PARTY WHILE USING ANY OF THE KISHU CRATE FEATURES, REGARDLESS OF THEIR LEVEL OF AUTOMATION.

3.3.2. For any malfunction, breakdown, delay or interruption of the Internet connection or any reason why any Kishu Crate services, features or activities even generically related to the User, might be unavailable at any given time;

3.4. Kishu is fully ownerless and decentralized and not licensed or regulated and does not require to be licensed or regulated by any Authority or Regulator in any jurisdiction and does not provide, and cannot be construed as providing in any way VASP, payment or money remitting services of any kind, as well as any financial or investment advice, or asset or Fund or otherwise Common Investment Scheme management to and for the User in connection with the use of Kishu Crate. Any terminology used by Kishu or within Kishu Crate or on each respective website or any marketing material (including broadly any social media) sounding similar or reminding financial services or activities must be understood to be figurative, being any service provided by Kishu Crate purely technological and software-based in nature, and of mere convenience in accessing Unifty's smart contracts, without any direct reference to the legal meaning of any relative wording outside of the software framework.

3.5. The User undertakes not to use Kishu Crate to perform criminal and/or illegal or illicit activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking, whether in its own or any other jurisdiction.

3.6. The User is solely responsible for determining whether using Kishu Crate is appropriate for him based on his knowledge, financial status and risk willingness and the rules and regulations of his own jurisdiction.

3.7. The User undertakes to declare any profit, however generated, arising from his usage of Kishu Crate and pay all related taxes and duties that should be paid according to his own Citizenship or Country of Fiscal Residence. Kishu is not responsible for any violation made by the User due to his obligation to calculate, declare and pay taxes and duties arising from monies, digital assets or profits obtained by the User through Kishu Crate. The User must refrain from using Kishu Crate if this will result in tax offences and/or violations in his jurisdiction of citizenship and/or residence, if applicable.

3.8. The User declares to have fully understood that Kishu Crate is operated by a decentralized third part, through Unifty's smart contracts and will not hold liable Kishu for any technical, software, security, technology, regulatory risk up to and including total loss of of any digital token or assets.

4. UPDATES TO THE T&Cs

4.1. Kishu reserves the right, at its sole discretion, to change, modify, add, or remove portions of these T&Cs at any time by posting the amended T&Cs on its website. Any User will be deemed to have accepted such changes by using Kishu Crate and/or accessing any Kishu related or connected website.

5. TECHNICAL SUPPORT

5.1. Kishu is a completely ownerless and decentralized project with a thriving community which might provide basic technical support on a case-by-case, best effort, voluntary basis for Kishu Crate if the User will specifically request assistance on a particular technical issue in written form. For the avoidance of doubt there is no guarantee that anyone participating at any level in the Kishu project will provide any kind of support or assistance to the User and/or provide any resolution to any of the User's issues.

6. SECURITY

6.1. The User is responsible for implementing reasonable measures for securing the User's own digital token wallets and their corresponding private keys. Kishu is not responsible for any losses, costs or expenses relating to loss or theft or otherwise unauthorized use of any of the User digital tokens or assets.

7. FORCE MAJEURE

7.1. Kishu shall not be liable for any loss or damages which may be suffered by the User, as a direct or indirect result of the User's access or continued usage of Kishu Crate if Kishu is being prevented, hindered, delayed by reason of circumstances or events beyond Kishu

's reasonable control including but not limited to acts of God, war, riot, strike, lock-out, fire, flood, pandemic outbreaks and storm, even including any forced changes to the way that Kishu Crate is accessing Unify's smart contracts.

8. JURISDICTION

8.1. These T&Cs and any obligations arising in any way whatsoever out of or in connection with these T&Cs are governed by, construed, and take effect in accordance with St.Kitts&Nevis law.

8.2. Kishu and the User irrevocably agree that the courts of St. Kitts&Nevis shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any

disputes, which may arise out of or in connection with these T&Cs or their formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of St Kitts&Nevis.