

Terms of Use
Koi Labs Inc.

Last Updated: June 22, 2021

KOI Labs Inc. (“**Koi**”, “**we**”, “**us**” and “**our**”) is a blockchain software development company which hosts a top-level domain website, www.openkoi.com, that serves information regarding Koi and our products and services, as well as other domains for our products and services, such as koi.rocks, the Koi browser extension, and any other Koi products or services (collectively, the “**Services**”), which include text, images, audio, code and other materials or third party information.

THESE TERMS OF USE APPLY TO ALL USERS (“**USERS**”, “**YOU**” and “**YOUR**”) OF THE SERVICES (INCLUDING ALL OF THE CONTENT ON OR AVAILABLE THROUGH THE SERVICES), INCLUDING USERS WHO UPLOAD ANY MATERIALS TO THE SERVICES, USERS WHO ORDER AND/OR USE APPLICATIONS PROVIDED THROUGH THE SERVICES AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE SERVICES. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACQUIRING TOKENS (AS DEFINED BELOW) AND/OR USING THE SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN DO NOT USE THE SERVICES OR ANY OF ITS CONTENTS OR APPLICATIONS. THESE TERMS OF USE MAY BE AMENDED OR UPDATED BY KOI FROM TIME TO TIME WITHOUT NOTICE. THE TERMS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SERVICES, AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE OF THE SERVICES AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF USE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS. ANY NEW FEATURES THAT MAY BE ADDED TO THE SERVICES FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF USE, UNLESS STATED OTHERWISE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS OF USE.

You may use the Services only if You can form a binding contract with us, and only in compliance with these terms of use and all applicable: (a) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; (b) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any (i) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (ii) self-regulatory organization or stock exchange; (iii) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and (iv) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing (“**Governmental Authority**”); and (c) policies, practices and guidelines of, or contracts with, any Governmental Authority, which, although not actually having the force of law, are considered by such Governmental Authority as requiring compliance as if having the force of law, as the same may be amended from time to time and any successor thereto (collectively, “**Applicable Laws**”). Any use or access to the Software or the Services by anyone under eighteen (18) years of age is strictly prohibited and in violation of these terms of use.

By entering or using the Services you represent that You:

- (a) have the right, authority and capacity to enter into these terms of use on behalf of Yourself and the person or entity that You represent (if applicable);
- (b) are not prohibited from entering or using the Services under any Applicable Laws;
- (c) are at least eighteen (18) years of age; and
- (d) understand the risks associated with using the Services.

1. **Conduct.** You shall not (a) copy or distribute any part of the Services (including all of the contents of the Services), (b) alter or modify any part of the Services, (c) upload, post, email, transmit or otherwise make available on the Services any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any Applicable Laws, or is otherwise legally objectionable, (d) upload, post, email, transmit or otherwise make available any falsehoods

or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way; (e) impersonate any person or entity or misrepresent their affiliation with a person or entity; (f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Services or impersonate another person or organization; (g) upload, post, email, transmit or otherwise make available any material that You do not have a right to make available under any law or under a contractual relationship; (h) upload, post, email, transmit or otherwise make available any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy and publicity rights); (i) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (j) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Services or that of any users or viewers of the Services or that compromises a user's privacy; (k) interfere with or disrupt the Services or servers or networks connected to the Services, disobey any requirements, procedures, policies or regulations of networks connected to the Services or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (l) intentionally or unintentionally violate any Applicable Laws; (m) collect or store personal data about other users or viewers; or (n) resell the content of the Services, the use of the Services or access to the Services or the content of the Services.

You also agree not to access the Services in a manner that utilizes the resources of the Services more heavily than would be the case for an individual person using a conventional web browser. This includes using bots, spiders, or automation to manipulate or excessively increase gateway traffic to the Services. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on the Services.

2. Intellectual Property Rights. If You provide Koi with any suggestions, comments or other feedback ("**Feedback**") relating to the Services, Koi may use such Feedback to improve the Services. Accordingly, You agree that: (a) Koi is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to Koi, (c) You grant to Koi (including all of its successors and assigns and any successors and assigns of any of the Koi Services) a perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable, non-exclusive and fully paid-up right to freely use, reproduce, publicize, license, distribute, modify, adapt, publish, create derivative works from, translate, transmit, display and otherwise commercialize Feedback in any Services, (d) You are not entitled to receive any compensation or reimbursement of any kind from Koi or any of the other users of the Services and (e) You will have no claim against us for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights or rights of attribution in connection with our use of any Feedback you provide. You further acknowledge that, by acceptance of your Feedback, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees or consultants, or obtained from sources other than You.

3. Use of the Services. All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Services by viewers or users, is the sole responsibility of such viewers or users. This means that the viewer or user, and not Koi, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Services. Koi does not control such content posted to the Services and, as such, does not guarantee the accuracy, integrity or quality of such content. Users acknowledge that by using the Services, they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Koi be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available on the Services.

The information and materials on the Services may contain technical inaccuracies or typographical errors. Certain materials on the Services may have been submitted by viewers or other participants in the various forums on the Services. In no event shall Koi have any responsibility whatsoever for any information or materials submitted by any viewers or participants in any forums or contests on the Services and such viewers and participants shall be solely responsible for their participation in such forums.

Koi may alter, suspend, or discontinue the Services at any time and for any reason or no reason, without notice. The Services may be unavailable from time to time due to maintenance or malfunction of computer or

network equipment or other reasons. Koi may periodically add or update the information and materials on the Services without notice.

4. Advertising. You acknowledge and agree that the Services may be provided with advertisements. If You elect to have any business dealings with anyone whose products or services may be advertised on the Services, You acknowledge and agree that such dealings are solely between You and such advertiser and You further acknowledge and agree that Koi shall not have any responsibility or liability for any losses or damages that You may incur as a result of any such dealings. You shall be responsible for obtaining access to the Services and acknowledge that such access may involve third-party fees (such as Internet service provider access or data fees). You shall be solely responsible for any such fees and also for obtaining any equipment that is required to access the Services. It is your responsibility to ascertain whether any information or materials downloaded from the Services are free of viruses, worms, Trojan Horses, or other items of a potentially destructive nature.

5. Disclaimer Of All Representations, Warranties And Conditions. Koi is a developer of open-source software. Koi does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to Your transactions, including Token purchases and sales.

You are responsible for complying with all Applicable Laws, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("CFTC"), and the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission ("SEC").

You understand that Koi is not registered or licensed by the CFTC, SEC or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Koi open-source software. Our website, the Services, and the Koi open-source software do not constitute advice or a recommendation concerning any commodity, security or other asset. Koi is not acting as an investment adviser or commodity trading adviser to any person.

Koi does not own or control the underlying software protocols that are used in connection with the Tokens. In general, the underlying protocols are open-source and anyone can use, copy, modify, and distribute them. Koi is not responsible for the operation of the underlying protocols, and Koi makes no guarantee of their functionality, security, or availability.

THE SERVICES AND THE INFORMATION AND MATERIALS PROVIDED ON THE SERVICES ARE PROVIDED "AS IS." SPECIFICALLY, BUT WITHOUT LIMITATION, KOI DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE SERVICES OR INFORMATION OR MATERIALS ON THE SERVICES ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, (IV) THE SERVICES OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (V) THE SERVICES WILL MEET YOUR REQUIREMENTS. KOI SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. KOI DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICES OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE SERVICES, AND KOI SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY.

6 NO RESPONSIBILITY FOR CONTENT. You acknowledge and understand that the content exchanged by the use of the Services is entirely the responsibility of the person from whom such content originated. Therefore, You may be exposed to content that is offensive, harmful to minors, indecent or

otherwise objectionable. KOI WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICES.

7. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL KOI BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE, THE SERVICES OR ANY OF THE INFORMATION OR MATERIALS CONTAINED ON THE SERVICES, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS ON THE SERVICES, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, THE TOKENS, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE SERVICES, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE SERVICES OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES. THESE LIMITATIONS SHALL APPLY EVEN IF KOI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY APPLICABLE LAWS IN THE APPLICABLE JURISDICTION. YOU AGREE THAT IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, A KOI PARTY (AS DEFINED BELOW) IS FOUND TO BE LIABLE FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS, SUCH KOI PARTY'S LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE SERVICES IN THE ONE (1) MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM.

8 Release. Because Koi does not supervise or control the interactions among or between members of Koi and other persons or companies, and because Koi does not control the Arweave decentralized file network, credit card companies or other payment processing companies, and because Koi cannot guarantee the true identity, age, nationality of our website users, and because Koi has very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Services you agree that You bear all risk and You agree to release Koi, its affiliates and their respective officers, directors, shareholders, agents, employees, consultants, advisors, representatives, and third party partners ("collectively, the **"Koi Parties"**") and organizers and creators or hosts and their designees from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with Your use of the Services, the Tokens, Your third party transactions and Koi's resolution of any disputes among users. You further waive any and all rights and benefits otherwise conferred by any Applicable Laws of any jurisdiction that would purport to limit the scope of a release or waiver.

9. INDEMNIFICATION. YOU SHALL INDEMNIFY AND HOLD THE KOI PARTIES HARMLESS FROM ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS), DUE TO OR ARISING OUT OF (A) MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICES, (B) YOUR USE OF THE SERVICES, INCLUDING ANY ACT OR OMISSION BY YOU OR USERS OF YOUR ACCOUNT OR ANY DATA OR CONTENT TRANSMITTED OR RECEIVED BY YOU, (C) ANY VIOLATION BY YOU OF THESE TERMS OF USE, (D) ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY), (E) YOUR VIOLATION OF ANY APPLICABLE LAWS, (F) YOUR WILLFUL MISCONDUCT OR (G) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICES WITH YOUR UNIQUE USERNAME, PASSWORD, WALLET OR OTHER APPROPRIATE ACCESS CODE. YOU WILL CO-OPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

10. Links to Third-Party Websites. The Services may contain links to other websites that are not owned or controlled by Koi (collectively, **"Third Party Websites"**). Koi is not responsible for the content of any linked Third Party Websites. Any Third Party Websites or third party services accessed from the Services are subject to the terms and conditions of those Third Party Websites and/or third party services and You are responsible for determining those terms and conditions and complying with them. The presence on the Services of a link to any Third Party Websites does not imply that Koi endorses or accepts any responsibility for the content or use of such Third Party Websites, and You hereby release Koi from all liability and/damages that may arise from Your use of such Third Party Websites or receipt of services from any such Third Party Websites.

While Koi encourages links to the Services, we do not wish to be linked to or from any third-party web site which (i) contains, posts or transmits any (A) unlawful, threatening, abusive, libelous, defamatory, obscene, or illegal information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any Applicable Laws, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of Koi (B) material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, exploits people under the age of 18 in a sexual or violent manner or provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or (ii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. Koi reserves the right to prohibit or refuse to accept any link to the Services, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Services upon the request of Koi.

11. No Implied Endorsements. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by Koi of that third party, third party product or service.

12. No Advice. The information contained on the Services is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to You, and You should not rely upon the information to provide any such advice. No action should be taken based upon any information contained on the Services. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

13. Termination and Punitive Restrictions. Koi may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Services or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the terms of use or any other agreement that You may have with Koi (including, without limitation, non-payment of any fees owed in connection with the Services or otherwise owed by You to Koi), (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. Termination of Your access to the Services may also include removal of some or all of the materials uploaded by You to the Services. You acknowledge and agree that all terminations may be made by Koi in its sole discretion and that Koi shall not be liable to You or any third-party for any termination of Your access to the Services or for the removal of any of the materials uploaded by You to the Services. Any termination of these terms of use by Koi shall be in addition to any and all other rights and remedies that Koi may have. Further, in the event of any of the causes for termination listed above, Koi reserves the right to restrict your access and the visibility of Your content on the Services. Koi may assign a reputation score to You and/or allow other users of the Services to blacklist Your content, restricting the visibility of Your content to other users. For greater certainty, Koi hereby reserves the right to place any restrictions it deems fit on Your use of the Services, in Koi's sole discretion.

14. Security. Information sent or received over the Internet is generally unsecure and Koi cannot and does not make any representation or warranty concerning security of any communication to or from its websites or any representation or warranty regarding the interception by third parties of personal or other information.

15. Enforcement of Terms and Conditions. If any part of these terms of use is unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The failure of Koi to exercise or enforce any right or provision under these terms of use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Koi must be in writing and shall only apply to the specific instance identified in such writing. No waiver by Koi of any provision of these terms of use shall be deemed to be a further or continuing waiver of such provision or any other provision. You agree that any cause of action that You may have arising out of or related to the Services or Your use of the Services must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

16. Copyright and Trademark Information. The Services, and the information and materials that it contains, excluding all material, content or information posted or upload by You and users to our websites or the Services, are the property of Koi and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws.

All Koi product names and logos are trademarks or registered trademarks of Koi Labs Inc. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries. Nothing contained on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services or any materials displayed on the Services, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of Koi. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Services.

17. **Tokens.** You acknowledge that digital cryptographic tokens will be implemented in connection with the use of the Services ("**Tokens**").

TOKENS ARE ONLY INTENDED FOR THOSE PERSONS WHO ARE KNOWLEDGEABLE AND EXPERIENCED IN CRYPTOCURRENCIES, BLOCKCHAIN AND RELATED TECHNOLOGIES AND PROTOCOLS. BY PURCHASING, HOLDING, OR USING TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND YOU AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE KOI PARTIES ARE NOT LIABLE FOR ANY LOSS THAT YOU MAY SUFFER OR INCUR, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE TOKENS AND THE SERVICES.

THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT, AND YOU ACKNOWLEDGE AND AGREE THAT THE TOKENS DO NOT REPRESENT, A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE, A CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF KOI, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF KOI AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN KOI. TOKENS ARE NOT INTENDED TO BE SECURITIES IN ANY JURISDICTION.

Testnet Tokens: Your use of our testnets and the services on such testnets ("**Testnet Services**") involves the use of testnet digital cryptographic tokens on such testnets ("**Testnet Tokens**"). Testnet Tokens are for testing purposes only, have no economic value and are for use only on testnets and for the Testnet Services on such testnets. You acknowledge and agree that use of Testnet Tokens and the Testnet Services on such testnets do not represent a guarantee, covenant or warranty that the Services and/or the Tokens will be launched.

18. **Assignment.** You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of Applicable Laws, or otherwise without Koi's prior written consent. Koi may assign the terms of use, or any rights or licenses granted hereunder, at any time without notice.

19. **Survival.** In addition to Sections 5, 7, 8, 9, 15, 16, 17, 18, 19, 21 and 22, all representations, warranties and conditions made by You in these terms of use shall survive the termination of these terms of use. Unless otherwise explicitly identified as terminating elsewhere in these terms of use, all licenses granted by You in these terms of use shall survive their termination. All payment obligations incurred by You prior to the termination of these terms of use shall survive their termination.

20. **Entire Agreement.** These terms of use, together with any privacy policy that may be published on the Services, constitutes the entire agreement between the parties relating to the Services and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by Koi.

21. **Governing Law and Jurisdiction.** These terms of use are entered into in **[Gibraltar]** and shall be governed by, and construed in accordance with, the laws of **[Gibraltar]**. You agree to submit to the exclusive jurisdiction of the courts of **[Gibraltar]** or any other judicial district or jurisdiction as we may determine in any and all actions, disputes or controversies relating hereto. The United Nations Convention on Contracts of the International Sale of Goods is expressly excluded. You further agree as follows: (a) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees; and (b) any claim must be brought individually and not consolidated as part of a group or class action complaint.

22. **Risk Factors.** You acknowledge the following serious risks to any use of our website, the Services or the Tokens and expressly agree to not hold any Koi Parties liable should any of the following risks occur:

Risk of Losing Access to Tokens Due to Wallet Incompatibility: Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of the Tokens. Non-compatible wallet addresses will not be accepted. In addition, Your wallet address must not be associated with a third party exchange or service that has custody over the private key. You must own the private key if Your address is an exchange address. Koi reserves the right to prescribe additional conditions relating to specific wallet requirements at any time, acting in its sole discretion.

Risks Associated with the Blockchain Protocols: Any malfunction, breakdown, abandonment, unintended function, unexpected functioning of or attack on the protocol upon which the Tokens are issued may have an adverse effect on the Tokens, including causing them to malfunction or function in an unexpected or unintended manner.

Risks Associated with Your Credentials: Any third party that gains access to or learns of Your wallet login credentials or private keys may be able to dispose of Your Tokens. To minimize this risk, You should guard against unauthorized access to Your electronic devices. Best practices dictate that You safely store private keys in one or more backup locations geographically separated from the working location. In addition, You are responsible for giving the correct wallet address to which to send Your Tokens. If You give the incorrect address to which to send Your Tokens, loss of Tokens may occur.

Risk of Regulatory Actions in One or More Jurisdictions: Our website, the Services or the Token could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Koi to continue to develop the website or Services, or which could impede or limit Your ability to use our website, the Services or the Tokens.

Risks Associated with New and Evolving Laws: Our website and the Services may be subject to a variety of international laws and regulations, including those with respect to financial or securities regulations, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cyber security, data protection, intellectual property (including copyright, patent, trademark and trade secret laws), defamation, and others. Such laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting Koi could be enacted. As our website and the Services evolve, we may be subject to new laws, and the application of existing laws to us might change. These laws and regulations are frequently costly to comply with and may divert a significant portion of our attention and resources or restrict the way we may operate. If we fail to comply with these Applicable Laws, we could receive negative publicity and be subject to significant liabilities which could adversely impact our website, the Services and the Tokens.

Risk of Alternative, Unofficial Platforms: Following the issue of the Tokens and the continued development of the Services, it is possible that alternative applications or platforms could be established, which use the same or similar open source code and protocol underlying the Services. The Tokens may have no intrinsic value with respect to such alternative applications. The Services may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the Services and the Tokens.

Token Generation Risk and Risk of Insufficient Interest in the Services: There are no guarantees as to the timing of the Tokens being generated or the release of the Services, each of which is dependent on many factors, including many outside Koi's control. The Services may not be owned, operated or controlled by Koi. Further, it is possible that the Services will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the Services. Such a lack of interest could negatively impact the Tokens and the Services.

Risk that the Platform, as Developed, Will Not Meet Expectations: The Services presently is under continued development and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Services or the Tokens (including participant behavior) held by You may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the Services.

Risk of Security Weaknesses in the Services: The Services consists, at least in part, of open source software that may be based on other open source software. There is a risk that Koi or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Services interfering with the use of or causing the loss of Tokens.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography: Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to

cryptocurrencies and the Services by rendering ineffective the cryptographic consensus mechanism that underpins the Services protocol, which could result in the theft, loss or decreased utility of the Tokens. Smart contracts, blockchain application software and blockchain platform protocols are still in an early development stage and relatively unproven. There is no warranty or assurance that the process for creating Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or Tokens.

Risk of Blockchain Network Attacks: Any blockchain used for the Services may be susceptible to mining attacks, including but not limited to: double-spend attacks, reorganizations, majority mining power attacks, “selfish-mining” attacks, and work race condition attacks. Any successful attacks present a risk to the Services, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of contract computations. Known or novel mining attacks may be successful.

Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power of the Services: If the Services are rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which the Services can be provided. Under such a scenario, the Services could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the Services and the Tokens. Insufficiency of computational resources and an associated rise in the price of Tokens could result in businesses being unable to acquire scarce computational resources to run their distributed applications. This could result in lost revenues and disruption or halting of business operations.

Market Risks: Tokens are intended to be used solely in connection with the Services, and we do not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens and could therefore create illiquidity risk to Tokens You hold. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

Specific Risks Relating to Value and Function of Tokens: The utility benefits of using Tokens to access services provided by Koi node operators can only materialize through user-driven adoption over time. Such adoption depends on a variety of factors, including the pace of user adoption, the organic community-driven expansion of the Services. As such, the extent of user adoption is entirely outside of our control and cannot be stated with any certainty. The price of Tokens may fluctuate in response to competitive and market conditions affecting the general supply of and demand for user-requested services. These conditions are beyond our control. The value of the Tokens may be lower than the price at which it was purchased. The utility of Tokens, and any value associated with that utility, will depend on the ability of the Services to adequately facilitate user-requested services. Inadequate supply may result in such Services taking more time, while inadequate demand may make it difficult to obtain Services, both of which may discourage participation. The compensation for providing Koi node services will depend on the resale price for the Tokens received for such services, which may be lower than the compensation that might have been received through other arrangements. No promises of future performance or value are or will be made with respect to Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that Tokens will hold any particular value.

Unanticipated Risks: Cryptographic tokens are a relatively new and comparatively untested technology. In addition to the risks discussed herein, there are risks that Koi cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.