

ADAKawaii.io Terms of Use

Effective as of 3.9.2021

1. These Terms of Use agreement ("Agreement") set forth the general terms and conditions of your use of the ADAkawaii.io website ("Website", "Site" or "Service") and any of its related products and services (collectively, "Services"), in which users can buy tickets in order to collect non-fungible tokens. This Agreement is legally binding between you ("User", "Client", "you" or "your") and this Website operator ("Operator", "we", "us", "our" or "Company").

By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. The Agreement apply when you view or use the Service via our Website at <https://adakawaii.io>

If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. If you do not agree to be bound by this Agreement in their entirety, you may not access or use the Service You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use.

If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.

YOU ARE AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY, WHICHEVER IS OLDER, IN YOUR STATE AND/OR COUNTRY OF RESIDENCE.

ABOUT THE SERVICE

The Service allows you to buy tickets in order to collect non-fungible tokens.

COLLECT NTFs

You are allowed to buy tickets in order to collect non-fungible tokens. You can order up to 50 tickets per one order. These tickets entitle you to receive random non-fungible tokens under conditions found on this adakawaii.io to your address in a day after purchase. **Please choose address with your very own private keys.**

After purchase you will receive link to full image version of your NFT. You can print it for private purpose as you want. This Agreement does not transfer to you any intellectual property owned by us or third parties.

FEES

You will not be able to use our services enabling you to buy tickets to collect non-fungible tokens without respective fees paid. These fees are found on adakawaii.io

WARRANTY DISCLAIMER

THE SERVICE, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/ OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES

RELEASE TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LINKS TO OTHER RESOURCES

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, the Operator will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

We may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (“Third Party Applications, Software or Content”). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or

completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

USE RESTRICTIONS

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of this Agreement.

By transmitting and submitting any User Content while using the Service, you agree as follows:

(a) You are solely responsible for your account and the activity that occurs while signed in to or while using your account;

You will not post information that is malicious, libelous, false or inaccurate;

(b) You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;

(c) You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the "License Grant" and "Intellectual Property" provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use;

(d) You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and

You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility.

The Site is not responsible for any public display or misuse of your User Content. The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to attempt to, or harass, abuse or harm another person or group;
- (h) to use another user's account without permission;
- (i) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet;
- (j) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (k) for any obscene or immoral purpose; or
- (l) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet.

We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

INTELLECTUAL PROPERTY

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of the Operator or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of the Operator or third party trademarks.

Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and requires that the users do the same. We have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR LOST DATA), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE LAWYER' S FEES) ARISING FROM, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, THE APIS OR THE CONTENT EXCEED THE PORTION OF THE FEES RECEIVED BY US IN THE THREE (3) MONTHS PRIOR TO SUCH CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE HAVE NO WARRANTY, INDEMNIFICATION OR OTHER OBLIGATION OR LIABILITY WITH RESPECT TO THE CLIENT'S PRODUCT OR ITS COMBINATION, INTERACTION, OR USE WITH ANY MINTING SERVICES OR THE APIS.

Limitation of Liability. In addition to any other limitation of liability set forth in this terms of use, you expressly agree that in no event shall the Service, its officers, directors, employees, contractors, affiliates, or agents be liable to you or any third party for:

- (a) any direct, indirect, punitive, incidental, special, consequential damages or any damages incurred by you, however caused and under any theory of liability. This shall include, but is not limited to lost profits (directly or indirectly), loss of data, loss of goodwill or business reputation, or other intangible loss;
- (b) any loss or damage that may be incurred by you arising out of or in any way connected with the use or performance of the Website; the delay or inability to use the Website; the provision of or failure to provide services; for any information, documents and publications obtained through the Website; or otherwise arising out of the use of the Website;
- (c) any loss or damage arising out of unauthorized access to or alteration of your transmissions of data and for any material or data sent or received or not sent or received; and
- (d) any loss or damage arising out of any inaccuracies in the translation of information, documents and publications on the Service's foreign language websites or for any misunderstandings resulting from differences in language usage, dialect or particular regional usage in such translations.

The limitations on the Service's liability apply even if the Service has been advised of or it should have been aware of the possibility that such losses or damages could arise.

Indemnity. The Client agrees that Company and its affiliates and their respective shareholders, directors, officers, employees, representatives, agents, contractors, customers and licensees (collectively, the "Indemnified Parties") shall have no liability whatsoever for, and the Client shall indemnify and hold harmless the Indemnified Parties from and against, any and all claims, losses, damages, liabilities, costs and

expenses (including reasonable lawyer' s fees) arising from, in connection with or related to:

- (a) any use the Client or its end users makes of the API, the Content or the minting services;
- (b) the Client' s relationships or interactions with any end users or third party distributors of the Client's Product;
- (c) the Client's Product;
- (d) the Client' s breach of the terms of this Agreement or
- (e) the gross negligence, wilful misconduct or fraud of the Client, its affiliates and their respective shareholders, directors, officers, employees, representatives, agents, contractors, customers and licensees.

Backups. We are not responsible for the Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

GENERAL TERMS

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT adakawaii.io REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

These Terms of Use and your use of the Site are governed by the laws of the Czech Republic, without regard to conflict of law provisions.

Acceptance of these terms. You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Changes and amendments. We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the

subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

Dispute resolution. The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Czech republic without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Czech republic . The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Czech republic , and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Communication. If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to hello@cardanians.io. Communications made through the Service' s email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation. For contractual purposes, you:

- (a) consent to receive communications from us in an electronic form via the email address you have submitted; and
- (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.