

Terms and Conditions
INKY TOKEN

This document constitutes an agreement or the terms of service, terms of use or terms and conditions (“**Terms**”) between you and INKYverse Labs LLC (“**Company**,” “**we**,” “**us**,” and “**our**”) and its Affiliates, that governs the relationship between you and the Company with respect to your use of the Site Services. The Company provides access to the Site Services and any related services subject to your compliance with these Terms. Thus, it is important that you carefully read and understand these Terms.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING “I ACCEPT,” OR OTHERWISE ACCESSING OR USING THE SITE SERVICES OR SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SITE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE TERMS AND ANY OTHER PAGES, POLICIES, TERMS, CONDITIONS, LICENSES, LIMITATIONS, OR OBLIGATIONS CONTAINED WITHIN OR ON THIS SITE, THESE TERMS SHALL PREVAIL.

IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THESE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE SERVICES. YOUR USE OF THE SITE SERVICES, AND THE COMPANY’S PROVISION OF THE SITE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BETWEEN THE COMPANY AND YOU TO BE BOUND BY THESE TERMS.

1. DEFINITIONS

In these Terms and all documents incorporated herein by reference, the following capitalized words have specific meanings which are defined within this Clause or inline within the corresponding Clause of this Agreement. If the word appears in an uncapitalized manner, then the accepted literary definition shall apply.

- (a) “**Affiliate**” means, in relation to either party, a direct or indirect subsidiary of the party, a holding company of the party, and any other subsidiary of that holding company. In the event of the Company, Affiliate also includes any legal entity that is more than 25% beneficially owned by the Company or an Affiliate. In the event the party is a natural person, Affiliate includes any spouse, sibling, parent, or legal entity that is more than 25% beneficially owned by the party or any Affiliate.

- (b) **“AML”** means anti-money laundering, including, all Laws applicable to the parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, including the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, terrorism, or Economic Sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing.
- (c) **“Anti-Corruption”** means all Laws applicable to each party prohibiting corruption or bribery of Government Officials, kickbacks, inducements, and other related forms of commercial corruption or bribery.
- (d) **“CCL”** means the Commerce Control List of the US Department of Commerce Bureau of Industrial Security.
- (e) **“CTF”** means counter-terrorist financing.
- (f) **“DEX”** means a peer-to-peer marketplace that facilitates the exchange of digital assets, such as cryptocurrencies or tokens, directly between users without the need for a centralized intermediary, utilizing blockchain technology and smart contracts to automate and secure the exchange process, ensuring transparency, immutability, and user autonomy.
- (g) **“Digital Tokens Address”** means an alphanumeric identifier that represents a potential destination for a cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets transfer, which typically is associated with a user’s Digital Tokens Wallet. This definition also includes any registered domain name address (i.e., blockchain or Ethereum Name System, or similar) used to reduce the Digital Tokens Address to a convenient human-readable form.
- (h) **“Digital Tokens Wallet”** means a software application, hardware device, or other mechanism that provides a means for holding, storing, and transferring cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, including a user’s Digital Tokens Address, balance, and cryptographic keys.
- (i) **“Economic Sanctions”** means financial sanctions, trade embargoes, export or import controls, anti-boycott, and restrictive trade measures enacted, administered, enforced, or penalized by any applicable Laws.

- (j) **“FATF”** means the Financial Action Task Force.
- (k) **“Fiat”** means the money or currency of any country or jurisdiction that is designated as legal tender, and circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance.
- (l) **“FinCEN”** means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury.
- (m) **“Government Approval”** means any authorization, license, permit, consent, approval, franchise, concession, lease, ruling, certification, exemption, exception, filing or waiver by or with any Government necessary to conduct the business of either party or the execution, delivery and performance of the Site Services or any transaction entered into under these Terms.
- (n) **“Government Official”** means an officer or employee of any Government, a director, officer, or employee of any instrumentality of any Government, a candidate for public office, a political party or political party official, an officer or employee of a public international organization, and any Person who is acting in an official capacity for any of the foregoing, even if such Person is acting in that capacity temporarily and without compensation.
- (o) **“Government”** means any national, federal, state, municipal, local, or foreign branch of government, including any department, agency, subdivision, bureau, commission, court, tribunal, arbitral body, or other governmental, government appointed, or quasi-governmental authority or component exercising executive, legislative, juridical, regulatory, or administrative powers, authority, or functions of or pertaining to a government instrumentality, including any parasternal company, or state-owned (majority or greater) or controlled business enterprise.
- (p) **“Inky Contest(s)”** means any contest or rewards-based program that the Company may introduce from time to time.
- (q) **“Inky Token(s)”** means the cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets issued by the Company.
- (r) **“Laws”** means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified, enforced, or administered by any Government that apply to you or the Site.
- (s) **“Losses”** means, collectively, any claim, application, loss, injury, delay, accident, cost, business **interruption** costs, or any other expenses (including attorneys’ fees or the costs of

any claim or suit), including any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses.

- (t) **“OFAC”** means Office of Foreign Assets Control of the U.S. Department of the Treasury.
- (u) **“Person”** includes an individual, association, partnership, corporation, company, other body corporate, trust, estate, and any form of organization, group, or entity (whether or not having separate legal personality).
- (v) **“Personal Information”** has the meaning set out in the Privacy Policy.
- (w) **“Prohibited Jurisdiction”** means any of: United States of America, Cuba, Democratic People’s Republic of Korea (North Korea), Afghanistan, Iran, Russia, Syria, Venezuela, or Crimea (a region of Ukraine annexed by the Russian Federation).
- (x) **“Prohibited Person”** means a citizen or resident of, Government or Government Official of, or Person in or subject to the jurisdiction of, any Prohibited Jurisdiction; and any Sanctioned Person.
- (y) **“Sanctioned Person”** refers to any Person or Digital Tokens Address that is: (i) specifically listed in any Sanctions List; (ii) directly or indirectly owned 50 percent or more by any Person or group of Persons in the aggregate, or a Digital Tokens Wallet associated with such Person or Persons, referred to in any Sanctions List, or Government or Government Official of any Prohibited Jurisdiction; or (iii) that is subject to any Government Approval or otherwise sanctioned, restricted, or penalized under applicable Economic Sanctions, AML, or CTF Laws.
- (z) **“Sanctions List”** means the “Specially Designated Nationals and Blocked Persons” (“SDN”) List and the Non-SDN List, including the “Sectoral Sanctions Identifications List”, published by OFAC; the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published by the Central Bank of Costa Rica, or under Economic Sanctions, AML, or CTF Laws of or by Governments of Costa Rica, the United States and the United Nations.
- (aa) **“Terms”** means these Terms and Conditions, as they may be changed, amended, or updated from time to time, including any documents incorporated therein by reference.

- (bb) **“Virus”** means any computer programming script or code with a purpose to, effect of or that could be reasonably be expected to: (i) cause any unplanned interruption of the operation of a website or computer systems, (ii) unauthorized use of 1 or more computer systems, (iii) altering, destroying, or inhibiting the use of a website, software or computer systems; or (iv) block access to, or prevent the use or accessibility of a website or computer systems.
- (cc) **“you”** or **“your”** means the user.

2. APPLICABILITY OF THESE TERMS

- 2.1 These Terms apply to any and all users of inkytoken.com and inkycoin.com, as well as any other subdomains, websites, distributed, mobile, or Web3 applications (**“Apps”**), data feeds, advanced programming interfaces (**“API”**) provided by the Company (collectively, the **“Site”**). You should read these Terms carefully to determine which provisions apply to you.
- 2.2 These Terms will continue to apply to you in respect to all services on the Site. By accessing or interacting with the Site, acquiring or swapping an Inky Token through a DEX, transferring Inky Tokens to a custodial or non-custodial Digital Tokens Wallet, or participating in Inky Contests (collectively or individually, the **“Site Services”**), the user (referred to herein as **“you”** or **“your”**) agrees to these Terms and that any acquirer or other transferee of the Inky Tokens of the user shall be subject to these Terms.
- 2.3 By acquiring an Inky Token in any way (for example, though a centralized or decentralized exchange), the acquirer (also referred to herein as **“you”** or **“your”**) also agrees to these Terms and that any subsequent acquirer or other transferee of the Inky Tokens of the user shall be subject to these Terms.

3. MODIFICATIONS AND AMENDMENTS TO THESE TERMS

- 3.1 These Terms and any documents incorporated herein may be amended, changed, or updated by the Company at any time and without prior notice to you. No consent of any Person is required for the Company to issue any modification or amendment to these Terms or any documents incorporated herein.
- 3.2 In the event that you do not agree to the resulting terms and conditions contained within any modifications or amendments to these Terms or any documents incorporated herein, your sole remedy is to discontinue use of the Site and Site Services, sell, transfer or liquidate your holdings of Inky Tokens.

4. GENERAL GRANT OF LICENSE TO USE SITE AND SITE SERVICES

- 4.1 If you (a) acquire a Inky Token, (b) are not a Prohibited Person, (c) do not acquire Inky Tokens for the benefit of a Prohibited Person, and (d) comply with these Terms, the Company grants you the limited right to use the Site Services. The right to use the Site Services is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these Terms.
- 4.2 Nothing in these Terms gives you any license (other than as set out in this Clause), right, title, or ownership of, in, or to the Site, any of the Site Services, the Copyrights or the Marks. The Company may suspend or terminate the provision of Site Services to you, as required by applicable Laws or where the Company determines that you have violated, breached, or acted inconsistent with any of these Terms.

5. GENERAL RESTRICTIONS AND ADVISORIES ON USE OF SITE AND SITE SERVICES

- 5.1 The access or use of Inky Tokens, the Site, and/or any of the Site Services is void where such access or use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws.
- 5.2 Every Prohibited Person is strictly prohibited from directly or acquiring, indirectly holding, owning, Inky Tokens in any way or otherwise transacting on or using any Inky Tokens, the Site Services or the Site.
- 5.3 The Inky Tokens and Site Services are complex and carry a high level of risk and are not appropriate for persons who do not possess the appropriate level of knowledge and experience to deal in them. The Company has not assessed the suitability of the Inky Tokens or Site Services for you, or any group of users. Under no circumstances should any comment or statement which may be made by the Company or any of its Affiliates toward you be considered as investment or legal advice and should not be relied upon as such.

6. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Company on each day on which you acquire a Inky Token, or utilize or access the Site or the Site Services, in each case with reference to the facts and circumstances existing at such date, as follows:

- (a) that, if you are an individual user, you are 18 years of age or older and that you have the capacity to contract under applicable Laws;

- (b) that, if you are registering to use or using the Site on behalf of a legal entity, (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) is not insolvent, in receivership, or has filed or is contemplating filing for bankruptcy or similar protections from creditors available to it within any jurisdiction where it legally operates; and (iii) you, and any individuals utilizing the services on behalf of the legal entity are duly authorized by such legal entity to act on its behalf;
- (c) that you understand the risks associated with using the Site, that you are not prohibited or restricted from using the Site by Clause V or any other provisions of these Terms, and that you are not otherwise prohibited by applicable Laws from using, or acting for the benefit of another Person that is prohibited or restricted from using the Site;
- (d) that you have had the opportunity to seek legal, accounting, taxation and other professional advice regarding these Terms and the Site Services;
- (e) that you will not use the Site or any Site Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable AML Laws or CTF Laws, or to deal in any unlawful cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, Fiat, property, funds, or proceeds;
- (f) that you will not transact on the Site or use any Site Services with anything other than Fiat, funds, cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets that have been legally obtained by you, that belong to you, and that are free and clear of all liens, claims, and/or encumbrances;
- (g) that you are currently in compliance with, and must, at your own cost and expense, comply with all Laws that relate to or affect the Site Services conducted under these Terms, including AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or other tax Laws;
- (h) that you consent to any and all tax and information reporting under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, or other tax Laws as the Company may reasonably determine;
- (i) that neither you nor any of your Affiliates shall use any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, Fiat, property, proceeds or funds subject to the Site Services of the Site directly or indirectly (i) on behalf of or for the benefit of a Prohibited Person or any Person subject to the jurisdiction of a Prohibited Jurisdiction, except where authorized under any Government Approval or not restricted by applicable Laws; (ii) in violation of or as prohibited, restricted, or penalized under applicable

Economic Sanctions Laws; or (iii) in any way that would violate, be inconsistent with, penalized under, or cause the omission of filing of any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws;

- (j) that you have not (i) violated; (ii) been fined, debarred, sanctioned, the subject of Economic Sanctions-related restrictions, or otherwise penalized under; (iii) received any oral or written notice from any Government concerning actual or possible violation by you under; or (iv) received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, or Economic Sanctions Laws;
- (k) that neither you nor any of your Affiliate is: (i) itself or owned (beneficially or of record) or controlled by a Sanctioned Person; (ii) involved in any transaction, transfer, or conduct, whether or not by using or receiving the Site Services or Digital Tokens Address, that is likely to result in you or your Affiliates, shareholders, directors, officers, employees, agents, or partners becoming a Sanctioned Person; (iii) residing or domiciled in, or transferring cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, Fiat, funds, or property to, from, or through any Digital Tokens Wallet, Digital Tokens Address or engaging in any transaction on the Site from a Prohibited Jurisdiction; (iv) a Government or Government Official of a Prohibited Jurisdiction or (v) otherwise a Prohibited Person;
- (l) that neither you or any of your Affiliates', shareholders, directors, officers, employees, agents, or partners has directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets or Fiat, to a Government Official or individual employed by another entity in the private sector in violation of any applicable Anti-Corruption Laws;
- (m) that you will not falsify or materially omit any information or provide misleading or inaccurate information requested by the Company arising from your activities on the Site or use of any Site Services, and that if any information provided to the Company becomes incorrect or outdated, you will promptly provide corrected information to the Company;
- (n) that you shall not introduce or transmit any Virus into the Site or the Company and its Affiliates' computer systems;
- (o) that you acknowledge and agree that any instructions received or undertaken that have been signed by your wallet's valid private keys are deemed to be valid, binding, and conclusive regardless of whether there is any error resulting from an instruction made by you or on your

behalf, any error resulting, directly or indirectly, from fraud or the duplication of any instruction made by you or on your behalf or the malfunction of any device or compromise of credentials used by you to deliver instructions, and that the Company may act upon those instructions without any liability or responsibility attaching to it;

- (p) that you will accurately and promptly report all income associated with your activity on the Site pursuant to applicable Laws and pay all taxes thereon; and
- (q) that you will accurately and promptly inform the Company if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

7. PROHIBITED USES

So long as you use the Site or Site Services, or hold any Inky Token, you may not, under any circumstances:

- (a) use the Site or any Site Services in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in any contraband cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, Fiat, funds, property, or proceeds;
- (b) use the Site or any Site Services if any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws, prohibit, penalize, sanction, or expose the Company to liability for any Site Services furnished or offered to you under these Terms;
- (c) use the Site or any Site Services to evade taxes under the Laws of Costa Rica or any other jurisdiction(s) applicable to you or the Site;
- (d) acquire Inky Tokens, or otherwise transact on the Site, or use any Site Services, with anything other than Fiat or cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets that have been legally obtained by you and that belong to you;
- (e) access using misleading or inaccurate information presented to the Site or to the Company, or perpetrate or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- (f) use the Site or any Site Services to engage in conduct that is detrimental to the Company, including but not limited to by engaging in any “sybil attack”, “DoS attack” or “griefing

attack” or theft of any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property or interfere with the Site or any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets;

- (g) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative activities;
- (h) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of any Inky Token;
- (i) access the Site or use any Site Services utilizing any virtual private network, proxy service, or any other third-party service, network, or product with the effect of disguising your IP address or location, or access the Site or use any Site Services from, or being subject to, the jurisdiction of any Prohibited Jurisdiction or Government or Government Official thereof;
- (j) utilize any Site Services or the Site for the financial or other benefit of a Prohibited Person; or
- (k) violate, promote, or cause a violation of, or conspire or attempt to violate these Terms or applicable Laws.

Any use as described in this Clause shall constitute a “Prohibited Use”. If the Company determines or suspects that you have engaged in any Prohibited Use, the Company may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include making a report to any Government, law enforcement, or other authorities, without providing any notice to you about any such report and, suspending or terminating your access to any Site Services. The Company may, at its sole and absolute discretion, seize and deliver your property (including the Inky Tokens) to any applicable Government, law enforcement, or other authorities where circumstances warrant or in accordance with Laws.

8. ACQUIRING INKY TOKENS

8.1 Inky Tokens may be used, kept, or exchanged online wherever parties are willing to accept Inky Tokens, placed into an Inky Contests contract, all subject to the limitations in these Terms. The Inky Tokens may be issued by the Company on multiple blockchains in its sole

discretion, and Inky Tokens on one blockchain may not be readily exchangeable for Inky Tokens on a different blockchain.

- 8.2 Inky Tokens may be available on various decentralized and open-source blockchains and protocols. Blockchains and protocols can sometimes experience events called “forks” where an alternative version of a blockchain or protocol is created. Where forks occur, it is possible that multiple versions of cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets available on such blockchain or protocol could be created, for example, one on each fork. Due to the nature of Inky Tokens, if a fork creates two or more cryptographic tokens, which purport to be Inky Tokens, it is only possible for one of those cryptographic tokens to be an Inky Token. As a result, in the event of a fork only the cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets on the blockchain or protocol that the Company or its Affiliate announces on its website as being supported by the Company or such Affiliate are Inky Tokens. Any other cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets resulting from the fork are not Inky Tokens.
- 8.3 The Company is under no obligation to support any particular blockchain or protocol, any forked version of any particular blockchain or protocol or any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets resulting from a fork of a blockchain. Where a blockchain or protocol on which Inky Tokens are issued is forked, the Company may elect to suspend Site Services temporarily or for an extended period on little or no notice. The Company will determine, at its sole discretion, whether to support a particular fork of a blockchain or protocol or whether to cease support for all version of a particular blockchain or protocol. Where the Company determines to cease support for a particular blockchain or protocol, you will take all actions reasonably necessary to effectuate the migration of your Inky Token to a supported blockchain or protocol identified by the Company. The Company assumes no liability or responsibility whatsoever arising out of or relating to any personal failure to effectuate such migration of your Inky Token to another blockchain or protocol identified by the Company.
- 8.4 The Company assumes no liability or responsibility whatsoever for any losses or other issues that might arise from the Company electing to support or not support a particular blockchain or protocol, any forked version of any blockchain or protocol or any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets resulting from a fork of a blockchain or protocol.
- 8.5 It is also possible that a third-party could create cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets which claims to be an alternative version of Inky Tokens, such as by “wrapping” or “bridging” Inky Tokens. These cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital

assets are not Inky Tokens and are not issued or supported by the Company, nor can they be used to access any Site Services.

9. INKY CONTESTS

- 9.1 Unless otherwise specified, all Inky Contests are open only to persons who (i) are resident in a country or territory where the Inky Contest are available, as determined by the Company in its sole and absolute discretion and comply with these Terms, (ii) are eighteen (18) years of age or older (or such other legal age of majority applicable in the jurisdiction where a User is resident) at the time of entry, and (iii) meet all other entry rules, regulations, vesting conditions, and criteria in addition to these Terms, as specified in the announcements, promotional materials or other communications made available to you in respect of the Inky Contests (the “**Contests Materials**”).
- 9.2 The Inky Contests will begin and end at the times specified by the Company (the “**Contest Period**”). Entry methods for the Inky Contests will be specified in the Contests Materials and all entries must be received during the Contest Period. The Company’s relevant computer is the official timekeeping device for entry in the Inky Contests. Normal time rates, if any, charged by the User’s internet service or mobile provider will apply.
- 9.3 Users may enter by following the instructions set out in the Contests Materials.
- 9.4 When submitting an entry, a User is required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms may be disqualified from the Inky Contests at the Company’s sole and absolute discretion. Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person’s agents. The Company will disqualify any entry from individuals who do not meet the eligibility requirements. All entries submitted in compliance with these Terms and not disqualified or void are considered “**Eligible Entries.**” All entries are the property of the Company.
- 9.5 By entering the Inky Contests, Users: (i) agrees to be bound by these Terms and by the interpretation of these Terms by the Company and by the decisions of the Company, which are final and binding in all respects; (ii) acknowledges compliance with these Terms; and (iii) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth in these Terms.

- 9.6 Inky Contests prizes will be as specified by the Company (the “**Prize**”). From time to time during the Contest Period, the Company may, in its sole discretion, award bonus Prizes to Users.
- 9.7 If for any reason the Prizes, or any part of a Prize, is unavailable or a Prize or related event is delayed, cancelled or postponed, or for any other reason, the Company reserves the right to modify the Inky Contests in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Terms, as determined by the Company in its sole discretion. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by the Winner (as defined below). The Company, its Affiliates, any sponsors, collaborators or partners, shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilise a Prize. In the event a potential Winner cannot accept the Prize, such Prize will be cancelled. The Prizes are provided “as is”. Users acknowledge that the Company and its Affiliates, or any sponsors, collaborators or partners have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, including any implied warranty of merchantability or of fitness for a particular purpose. Any prizes pictured in advertising and other Contest Materials are for illustrative purposes only.
- 9.8 The winner or winners (each a “**Winner**”) of the Inky Contest will be determined according to the method specified by the Company in the Contest Materials, at the Company’s sole and exclusive discretion.
- 9.9 Where such an element exists in the Inky Contest, the Company’s appointed judges (“**Judges**”) will select the winner of the Prize by applying the judging criteria as specified by the Company in the Contest Materials. The Winner will be selected based on the rules and regulations specified in the Contest Materials. The decisions of the Judges will be final on all matters relating to the judging.
- 9.10 The Winner will be notified within such period specified by the Company (in the Contests Materials or otherwise) following the earlier of the selection of the Winner and the end of the Contest Period by email (at the email address provided with the entry), by phone (at the phone number provided with the entry), or such other method specified by the Company.
- 9.11 If the Winner cannot be reached after a reasonable effort has been exerted within one (1) day (or such other time specified by Company) from when the initial notification is sent, the Winner forfeits the Prize.

- 9.12 By entering the Inky Contests, the User agrees that the Company and its Affiliates, or any sponsors, collaborators or partners reserve the right to make a public announcement, announcing the Winner on either the Site, or in any manner (including, without limitation, social media (e.g. Telegram, Twitter), which they deem appropriate.
- 9.13 The Winner may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, within the period specified by the Company after being notified of being a potential Winner.
- 9.14 The Winner is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by the Company. Forms must be received within the period specified by the Company after notification of winning. If the Winner does not complete all forms necessary within the time given and/or in the event of non-compliance by the Winner, such Winner shall be disqualified and shall forfeit the Prize and all privileges that may otherwise be due to a Winner shall be terminated.
- 9.15 Provided that the Winner is in compliance with the Terms and after having successfully proven eligibility, the Winner will be officially confirmed as the Winner. The Company expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary.
- 9.16 ANY VIOLATION OF THESE TERMS BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE INKY CONTESTS AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

10. RISKS AND LIMITATIONS OF LIABILITY

- 10.1 Inky Tokens can be volatile, and markets shift quickly in terms of price, liquidity, market depth, and exchange dynamics. The information presented on or through the Site is made available solely for general information purposes, and the Company and its Affiliates do not warrant the accuracy, completeness, or usefulness of this information. You are solely responsible and liable for all activity on the Site; and, for knowing the correct status of your Inky Tokens on the Site, even if presented incorrectly by the Site at any time. You acknowledge and agree to be fully responsible and liable for your actions and inactions on the Site and all gains and Losses sustained from your use of the Site and any of the Site Services; and to be fully responsible for safeguarding access to, and any information provided through, the Site and any of the Site Services, including, Digital Tokens Wallet, Digital Tokens Address, private keys, usernames, passwords, and bank account details.
- 10.2 There is no guarantee against losses from Inky Tokens or the use of Inky Tokens.

- 10.3** While processing transactions in Inky Tokens at the Site, the Company may be required to share your user information with other contractual third parties, including financial institutions, or as required under applicable Laws or demanded upon a lawful request by any Government. You hereby irrevocably grant full permission and authority for the Company to share this information with such contractual third parties, or as required under applicable Laws or demanded upon a lawful request by any Government, and release the Company from any liability, error, mistake, or negligence related thereto. You accept all consequences of transferring Inky Tokens, including to any third-party custodian, hardware wallet, or offline storage solution. ***You specifically understand and agree that if you elect to acquire Inky Tokens, loss of your private key(s) or seed phrases may result in your token holdings being permanently and irreversibly inaccessible.***
- 10.4 Inky Token transactions are not reversible. Once you send Inky Tokens to an Digital Tokens Address, whether intentionally or by a fraudulent or accidental transaction, you accept the risk that you may lose access to, and any claim on, those Inky Tokens indefinitely or permanently.
- 10.5 All statements contained herein, statements made in press releases or in any place accessible by the public and oral statements that may be made by the Company or its Affiliates, may constitute forward-looking statements (including statements regarding the intent, belief or current expectations with respect to market conditions, business strategy and plans, financial condition, specific provisions and risk management practices). You are cautioned not to place undue reliance on these forward-looking statements given that these statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results to be materially different from that described by such forward-looking statements, and no independent third party has reviewed the reasonableness of any such statements or assumptions. These forward-looking statements are applicable only as of the date indicated in the Whitepaper, the Company and its Affiliates expressly disclaim any responsibility (whether express or implied) to release any revisions to these forward-looking statements to reflect events after such date.
- 10.6 All information provided by or on behalf of the Company is for informational purposes only and should not be construed as professional, accounting, or legal advice. You should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of the Company. Before you make any financial, legal, or other decisions involving the Site Services, you should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate.

10.7 To the maximum extent permitted by applicable law, and notwithstanding anything otherwise expressly provided herein, the Company disclaims any and all liability related to the following:

- (a) *Use of Blockchain Technology*: The Company utilizes experimental cryptographic and blockchain technologies, including tokens, cryptocurrencies, stablecoins, “smart contracts,” consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems in providing the Site Services. You acknowledge and agree that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto. To the maximum extent permitted by applicable law, the Company disclaims any and all liability related to the foregoing.
- (b) *Certain Risks of Blockchain Technology*: The technology utilized in delivering the Site Services depends on public peer-to-peer networks that are not under the control or influence of the Company and are subject to many risks and uncertainties. The Company may have limited or no ability to change these technologies, other than ceasing to support certain “smart contracts” and adding support for new “smart contracts”.
- (c) *Asset Prices*. The fiat-denominated prices and value in public markets of assets such as SOL, and other digital assets have historically been subject to dramatic fluctuations and are highly volatile. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets may decline below the price for which you acquire such asset through the Service or on any other platform. You acknowledge and agree that the costs and speeds of transacting with cryptographic and blockchain- based systems are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any ETH or other cryptocurrency, or other digital assets associated with the Site Services.
- (d) *Regulatory Uncertainty*. *Blockchain* technologies and digital assets are subject to many legal and regulatory uncertainties, and the Site Services, and other digital assets could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit your ability to continue the use and enjoyment of such assets and technologies.

- (e) *Cryptography Risks*. Cryptography is a progressing field. Advances in code cracking or technical advances such as the *development* of quantum computers may present risks to the Inky Tokens, the Site Services, and other digital assets, including the theft, loss or inaccessibility thereof.

- (f) (h) *Essential Third-Party Software Dependencies*. Smart contracts deployed in relation to Inky Tokens are public software utilities which are accessible directly through a Digital Tokens Wallet. Because the Site Service does not provide Digital Tokens Wallet software, such software constitutes an essential third-party or User dependency without which the Site Services cannot be utilized and other digital assets cannot be used. The Company cannot guarantee the continued operation of such third-party platforms.

- (g) THE SITE SERVICES AND ALL INFORMATION OR CONTENT AVAILABLE THROUGH THE SITE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE SERVICE AND ALL INFORMATION AND CONTENT AVAILABLE THROUGH THE SITE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, ACQUISITIONS, USAGE, OR TRADE. THE COMPANY DOES NOT WARRANT THAT THE SITE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY INFORMATION OR CONTENT (INCLUDING USER CONTENT) OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND THE COMPANY DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

11. NO REPRESENTATIONS AND WARRANTIES BY THE COMPANY

- 11.1 The Company makes no representations, warranties, covenants, or guarantees to you of any kind and, to the extent permitted by applicable Laws, the Company expressly disclaims all representations, warranties, covenants or guarantees, express, implied or statutory, with respect to the Site and the Site Services.

11.2 The Site and the Site Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

11.3 The Company may also provide access to features or services that are identified as “beta” or pre-release. Without limiting the preceding sentences in this Clause, you understand that such services are still in development, may have bugs or errors, may be incomplete, may materially change prior to a full commercial launch, or may never be released commercially.

12. LIMITATION OF LIABILITY AND RELEASE

12.1 To the maximum extent permitted by applicable Law, you irrevocably agree and acknowledge that the Company or its Affiliates do not assume any liability or responsibility for, and the Company or its Affiliates shall have no liability or responsibility for any Losses directly or indirectly arising out of or related to:

- (a) any breach by you of these Terms;
- (b) the Site, and your use of it;
- (c) the Site Services, and your use of any of them;
- (d) any failure by you or any Affiliate of you to comply with applicable Laws;
- (e) any information available through the Site, whether originating from the Company or Affiliates, or any other Person;
- (f) the real or perceived value of Inky Tokens, or the price of Inky Tokens displayed on the Site at any time;
- (g) any failure, delay, malfunction, interruption, or decision (including any decision by the Company to vary or limit your use of the Site or Site Services) by the Company in operating the Site or providing any Site Service;
- (h) any stolen, lost, or unauthorized use of your data, or information, any breach of security or data breach related to your Digital Tokens Wallet information, or any criminal or other third-party act affecting the Company or any of its Affiliates;
- (i) the Company electing to support or not support a particular blockchain or protocol, any forked version of any particular blockchain or protocol or any cryptographic

tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets resulting from a fork of a blockchain or protocol;

- (j) your failure to effectuate the migration of your Inky Tokens to another blockchain or protocol when advised to do so by the Company;
- (k) any legal or regulatory inquiries, actions, suits, investigations, claims, fines, judgements, due to many legal and regulatory uncertainties surrounding blockchain and cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets, which could impede or limit your ability to continue the use and enjoyment of such assets and technologies; or
- (l) any offer, representation, suggestion, statement, or claim made about the Company, the Site, or any Site Service by any Affiliates.

12.2 You hereby agree to release the Company and its Affiliates from liability for all such Losses, and you shall indemnify, save, and hold the Company and its Affiliates harmless from and against all such Losses. To the maximum extent permitted by applicable Law, the foregoing limitations of liability, releases and indemnities shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if the Company and its Affiliates have been advised of or should have known of the possibility of such Losses and damages, and without regard to the success or effectiveness of any other remedies. Except for indemnification obligations and breach of confidentiality, the Company's aggregate liability for any Losses shall not exceed \$100 (United States Dollar One Hundred Only).

13. INTELLECTUAL PROPERTY

13.1 The trademarks, service marks, and trade names, including both word marks and design marks ("the **Mark(s)**") are either (i) property of the Company, or (ii) used by the Company under license. You agree not to appropriate, copy, display, reverse engineer, or use the Marks or other content without express, prior, written permission from the Company or the owner of the Marks.

13.2 Unless otherwise indicated, all materials on the Site are either (i) property of the Company or (ii) used by the Company under license ("**Copyrights**"). You agree not to copy, display, or use the Copyrights or other content without express, prior, written permission from the Company or the respective owner.

- 13.3 You may link to the Site’s homepage or other pages, provided you do so in a way that does not, in the Company’s opinion, damage or take advantage of the Company’s reputation. You may not cause the Site or portions of it to be displayed on or by any other site (for example, framing, deep linking, or in-line linking), or otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms.
- 13.4 The Company may make certain API functionality available to you. When such API’s are made available, they shall be subject to specific licensing requirements that are in addition to these Terms.
- 13.5 The Site may provide certain social media features that enable you to link, send communications, or display certain content from the Site. You may use these features solely as they are provided by the Company.
- 13.6 The Site and Site Services are protected by copyright, trademark, trade secret and other intellectual property or proprietary rights laws in various jurisdictions. All rights not expressly granted to you in these Terms are reserved by the Company or its licensor(s). Except as expressly authorized by the Company, you will not (i) license, sublicense, rent, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any Person all or any part of the Site or Site Services in any way; (ii) copy, modify, republish, distribute, or make derivative works based upon all or any part of Site or Site Services; (iii) “frame” or “mirror” all or any part of the Site or Site Services on any other server or wireless or Internet-based device; or (iv) reverse engineer or access all or any part of Site or its Site Services in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of all or any part of the Site or Site Services, or (c) copy any ideas, features, functions, or graphics of all or any part of the Site or Site Services.
- 13.7 All Marks, Copyrights, or other content displayed on the Site or provided as part of the Site Services are intended for use by natural persons only. The Company expressly prohibits access or use of the Marks, Copyrights, content, Site, or Site Services by “Artificial Intelligence” (“AI”) algorithms or models, for use in training, editing, or analysis by any AI text generating technology, or for use as inputs or development of any automated trading algorithm or program without the express written consent of the Company, and payment to the Company of the required licensing fee accompanying such consent.

14. ASSIGNMENT AND THIRD-PARTY RIGHTS

- 14.1 These Terms, and any of the rights, duties, and obligations contained or incorporated herein, are not assignable by you without prior written consent of the Company. Any attempt by you

to assign these Terms without written consent is void. However, the provisions of these Terms which expressly apply to the Inky Tokens shall continue to apply to such tokens following their transfer by you.

14.2 These Terms, and any of the rights, duties, and obligations contained herein, are freely assignable by the Company without notice or your consent.

14.3 Subject to the foregoing, these Terms, and any of the rights, duties, and obligations contained or incorporated herein, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal or legal representatives, successors and assigns of you and of the Company.

14.4 None of the provisions of these Terms, or any of the rights, duties, and obligations contained or incorporated herein, are for the benefit of or enforceable by any creditors of you or the Company or any other persons.

15. NO ADVICE

The Company does not provide any investment, portfolio management, legal, accounting, tax or other advice, or advice on trading techniques, models, algorithms, or any other strategies.

16. FORCE MAJEURE

The Company is not responsible for damages caused by delay or failure to perform undertakings under these Terms, when the delay or failure is due to fires; strikes; floods; power outages, acts of God or the state's enemies; acts of any Government or Government Official; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by suppliers or common carriers; acts or omissions of other Persons; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, the Company is excused from all performance obligations under these Terms.

17. HEADINGS

The headings and sub-headings in these Terms are for ease of reference only and are not to be considered in the construction or interpretation of any provision or provisions to which they refer.

18. SEVERABILITY

If any provision of these Terms or part thereof, amended periodically, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision to the extent of its illegality, unenforceability, invalidity, or voidness, as may be, and everything else in these Terms continues in full force and effect.

19. EXTENDED MEANINGS

Unless otherwise specified in these Terms, words importing the singular include the plural and vice versa and words importing gender include all genders. The word "include", "includes" or "including" will be interpreted on an inclusive basis and be deemed to be followed by the words "without limitation".

20. NO WAIVER

- 20.1 Any failure by the Company to exercise any of its rights, powers, or remedies under these Terms, or any delay by the Company doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by the Company does not prevent either from exercising any other rights, powers, or remedies. The remedies of the Company are cumulative with and not exclusive of any other remedy conferred by the provisions of these Terms, or by law or equity.
- 20.2 You agree that the remedies to which the Company is entitled include (i) injunctions to prevent breaches of these Terms and to enforce specifically the terms and provisions hereof, and you waive the requirement of any posting of a bond in connection with such remedies, and (ii) the right to recover the amount of any Losses by set off against any amounts that the Company would otherwise be obligated to pay to you.

21. RESOLUTION OF DISPUTES

- 21.1 Any dispute, claim, controversy, or action arising out of or related to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) the operations and services of the Site, or (c) your access to or use of the Site Services at any time, with us that cannot be resolved through such informal process or through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by a single arbitrator mutually appointed by the Parties, and judgment on the award rendered may be entered in any court having jurisdiction thereof. We agree that any claim we may have against you or your business will also be subject to his arbitration provision. The arbitration will be conducted by a single neutral arbitrator in the English language in San Jose, Costa Rica unless we both agree to conduct the arbitration by telephone, electronic means or

written submissions. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Statement, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or the Company.

- 21.2 The arbitrator shall follow the substantive law of Costa Rica, without regard to its conflicts of laws principles.
- 21.3 You and the Company agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You and the Company expressly waive any right to pursue any class or other representative action against each other.

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except that all claims must be brought within 1 year after the claim arises (the 1 year period includes the 120 day informal resolution procedures described above).

- 21.4 This provision survives termination of your account or relationship with the Company, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.
- 21.5 YOU UNDERSTAND THAT YOU AND YOUR BUSINESS WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.
- 21.6 You and the Company agree that any Party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one

Person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one Inky Token user cannot and may not affect any other Inky Token users.

21.7 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SITE SERVICES BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.

22. GOVERNING LAW

These Terms shall be governed by and construed and enforced in accordance with the Laws of Costa Rica and shall be interpreted in all respects as a Costa Rican contract. Any dispute, controversy, claim or action arising from or related to your access or use of the Site or these Terms likewise shall be governed by the Laws of Costa Rica, exclusive of choice-of-law principles.

23. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that the Company may provide in connection with these Terms through publication on any part of the Site or to your authorized e-mail address on file with the Company. Such notices shall be deemed effective and received by you on the date on which the notice is published on any part of the Site or on which the e-mail is sent to such authorized e-mail address. These Terms may be accepted electronically, and it is the intention of the Parties that such acceptance shall be deemed to be as valid as an original signature being applied to these Terms.

24. COMPLIANCE WITH SECURITIES LAWS

Inky Tokens have NOT been registered with any US Federal, State, or Local securities regulators, nor with any banking, insurance, commodities, futures, or other financial regulatory body in any jurisdiction. The Company believes that Inky Tokens and the Site Services falls outside of the statutory or interpreted regulatory definition of a "Security" within applicable US Securities Laws; however the Company has not sought a formal determination of this belief from any financial regulatory agency in any jurisdiction. Cryptocurrency regulations are in a state of constant and rapid evolution. It is the intent of the Company to comply with applicable and relevant regulations within the jurisdictions that we operate.