

Rakkudos NFT Purchase Terms and Conditions

By purchasing Collectibles during the Sale Period (as defined below), you will be bound by these NFT Purchase Terms and Conditions (the “**Terms**”) and all terms incorporated by reference. If you have any questions regarding these Terms, please contact Shakudo Inc. (“**Shakudo**”) at [info@shakudo.io]. These Terms constitute a legally binding agreement by and between Shakudo and: (i) you as a participant in the Collectible Sale (defined below); and (ii) any subsequent owner(s) of a Collectible (defined below) (collectively and as applicable, “**You**” and “**Your**”). Each of You and Shakudo is a “**Party**”, and together the “**Parties**”.

1. Definitions

- (a) “**Collectible**” means a unique Rakkudos non-fungible token (an “**NFT**”) that, as of its genesis issuance, is linked to a display of Underlying Art and which represent pieces of programmable arts in the form of non-fungible digital assets that themselves may be created by reference to a smart contract on the Solana blockchain.
- (b) “**Collectible Sale**” means each sale hosted on the Collectibles Website during the Sale Period.
- (c) “**Collectibles Website**” means Magic Eden marketplace (<https://magiceden.io>), which is facilitated by the NFT platform of Euclid Labs Inc., a Delaware corporation.
- (d) “**Primary Transaction**” means a transaction in which a Collectible is first sold.
- (e) “**Prohibited Transferee**” means an individual (i) located in a country that is subject to a government embargo, or that has been designated by a Government as a terrorist-supporting country; or is (ii) listed on any government list of prohibited or restricted parties.
- (f) “**Sale Period**” means the dates on which the Primary Transactions shall occur, beginning on August 2, 2022 and ending on August 3, 2022.
- (g) “**Secondary Transaction**” means any transaction in which a Collectible is sold by one owner to another owner or is otherwise transferred in any manner that is not a Primary Transaction.
- (h) “**Underlying Art**” means the digital art that is provided by and owned by Shakudo Inc. and is linked to the Collectibles. For avoidance of doubt, the Underlying Art is digital in nature and does not include any items or representations that have physical dimensions such as mass or volume.

2. Purpose and Use of Collectibles

The purpose of the Collectible is to provide holders with benefits related to the Shakudo platform - a product built by a fast growing, revenue generating and venture backed tech company. Ownership of the Collectibles carries no rights, express or implied, unless otherwise determined in the sole discretion of Shakudo. In particular, you understand and accept that Collectibles do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue

shares, intellectual property rights or any other form of participation in or relating to the Shakudo platform, save and except as determined by Shakudo in its sole discretion and subject to any terms and conditions which Shakudo may impose on any such rights, revenue sharing or other participation. For example, the Collectibles may entitle holders to participate in a Shakudo referral program, and access to preKUDOS and KUDOS tokens. Whether or not the preKUDOS and KUDOS tokens will be issued in the future and what benefits may be attributed to the tokens as well as the details surrounding any referral program is to be determined by Shakudo in its discretion and will be communicated to holders of the Collectibles via the Rakkudos website located at <https://www.rakkudos.com/>. The Collectibles and any ancillary benefits related thereto are not intended to be a digital currency, security, commodity or any other kind of financial instrument. In the event of any inconsistency between the information contained on the Rakkudos website and the information contained in the Terms of Service, the Terms of Service prevail/control.

3. Agreement to Terms

By participating in the Collectible Sale, You acknowledge that You have carefully read and agree to the terms contained herein. The Terms govern Your participation in any Primary Transactions as well as Secondary Transactions. Shakudo's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. Shakudo will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond its reasonable control. Purchasing Collectibles from Shakudo does not create any form of partnership, joint venture or any other similar relationship between You and Shakudo. Except as otherwise provided herein, these Terms are intended solely for the benefit of You and Shakudo and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that Shakudo provide to You, including these Terms, will be provided in electronic form.

You further acknowledge that You have carefully read and have accepted the (i) Terms of Service of the NFT platform of Magic Eden (the "**Magic Eden Platform**") (to be found here: <https://magiceden.io/terms-of-service.pdf>) (the "**Magic Eden Terms of Service**") because the Magic Eden Terms of Service govern Your use of the Magic Eden Platform. If there is a conflict between the Magic Eden Terms and the Terms with respect to the Collectible Sale, the Collectibles, and Underlying Art, the Terms controls.

Shakudo may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at **[notification platform]** and update the "Last Updated" date above. The amended Terms will be effective immediately.

4. The Collectible Sale and Secondary Transactions

- (a) **Purchaser Qualification:** By purchasing Collectibles, You represent and warrant that:
 - (i) You have read and understand these Terms;
 - (ii) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Collectibles;
 - (iii) You have obtained sufficient information about the Collectibles to make an informed decision to purchase the Collectibles;

- (iv) You understand that the Collectibles confer no rights of any form with respect to Shakudo or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
 - (v) You are purchasing Collectibles for your own personal, non-commercial use. You are not purchasing Collectibles for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
 - (vi) Your purchase of Collectibles complies with applicable law and regulation in Your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in Your jurisdiction for purchasing the Collectibles and entering into contracts with Shakudo, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
 - (vii) You will comply with any applicable tax obligations in Your jurisdiction arising from Your purchase of Collectibles;
 - (viii) If You are purchasing Collectibles on behalf of any entity, You are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by You or any other employee or agent of such entity (references to "**You**" in these Terms refer to You and such entity, jointly); and
- (b) **Purchases:** During the Collectible Sale, You can purchase Collectibles made available on the Collectibles Website. You will be required to connect Your Solana wallet to the Magic Eden Platform in order to buy the Collectible. Your purchase of Collectibles from Shakudo during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel Collectible purchase requests at any time in our sole discretion.
- (c) **Form of Payment:** Magic Eden agrees to accept payment for the Primary Transaction purchase price in Solana cryptocurrency via the Collectibles Website through a Solana Wallet of choice, provided that Magic Eden may elect to accept other methods or forms of payment in its sole discretion. The U.S. dollar exchange rate for any other forms of payment shall be determined solely by Shakudo, Magic Eden, or an assignee or agent in accordance with reasonable and accepted market practices and additional transaction fees may apply. Before placing Your order, correct exchange rate information will be shared.
- (d) **Fees:** By buying or selling a Collectible on the Collectibles Website or any other platform, You agree to pay all applicable fees and, if applicable, You authorize Magic Eden to automatically deduct fees (including any transaction fees as applicable) directly from Your payments for the Primary Transaction or subsequent Secondary Transactions. Neither Shakudo nor Magic Eden have any insight into or control over these payments or transactions, nor does Shakudo or Magic Eden have the ability to reverse any transactions. Accordingly, Shakudo and Magic Eden will have no liability to You or to any third party for any claims or damages that may arise as a result of any transactions of the Collectibles that You engage in.

- (e) **Transfers:** All Secondary Transactions are subject to the following terms: (i) the Collectible transferee shall, by receiving an ownership interest in the Collectible, be deemed to accept all of the terms found in these Terms; (ii) the Collectible transferor shall provide notice to the transferee of the Terms, including a link or other method by which the terms of these Terms can be accessible by the transferee.
- (f) **Transfer Timing:** Shakudo anticipates that delivery of Collectibles from the Collectibles Website to purchasers will occur within **one week** after the Sale Period concludes but reserves the right to delay delivery up to **four weeks** after the conclusion of the Sale Period. Although the Shakudo does not anticipate any security issues arising from the sale of Collectibles, this timeframe is intended as a precautionary buffer period for Shakudo to resolve any such security issues.
- (g) **Taxes:** The purchase price that You pay for Collectibles is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to Your purchase of Collectibles, including, for example, sales, use, value added, and similar taxes. It is also Your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Shakudo is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from Your purchase of Collectibles.
- (h) **Your Information:** Shakudo may determine, in its sole discretion, that it is necessary to obtain certain information about You in order to comply with applicable law or regulation in connection with selling Collectibles to You. You agree to provide Shakudo such information promptly upon request and You acknowledge that Shakudo may refuse to sell Collectibles to You until You provide such requested information and Shakudo has determined that it is permissible to sell You Collectibles under applicable law or regulation.

5. Ownership of Collectible

As a purchaser of a Collectible, You own a cryptographic token representing the Underlying Artwork's creative artwork as a piece of property, but You do not own the creative artwork itself. If You acquire a Collectible, You acquire all personal property rights to that Collectible, such as the right to freely sell, transfer, or otherwise dispose of that Collectible. However, in exercising personal property rights over the Collectible, You represent and warrant that You will not transfer a Collectible in any Secondary Transaction to a transferee that is a Prohibited Transferee. Purchasers of Collectibles do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Underlying Art, excepting the limited license granted by the Terms.

6. License of Underlying Art

Shakudo reserves all exclusive copyrights to artworks underlying NFTs on the Collectibles Website, including but not limited to the right to reproduce, to prepare derivative works, to display, to perform, and to distribute the artworks. Purchasers may not infringe on any of the exclusive rights of the copyright belonging exclusively to Shakudo. If You acquire a Collectible, Shakudo hereby grants to You, for so long as You own the Collectible (as recorded on the relevant blockchain), a non-exclusive, non- sublicensable, royalty-free license to use, copy, and display the Underlying Art linked with Your purchased Collectible solely for the following purposes: (i) for Your own personal, non-commercial use, including to create one

back-up copy of the Underlying Art and a single physical print out of the Underlying Art, each to be retained only for so long as You own the associated Collectible; and (ii) efforts to sell or otherwise transfer the associated Collectible consistent with the ownership of it (e.g., posting the Underlying Art on a sales listing on an NFT marketplace). The license in the prior sentence is non-transferrable, except that it will automatically transfer in connection with the transfer of the Collectible.

7. Reservation of Rights

The Underlying Art is licensed, not sold. All rights to the Underlying Art is not expressly provided for in the Terms and are hereby reserved by Shakudo. Shakudo owns and will retain all title, interest, ownership rights and intellectual property rights in and to the Underlying Art. Without limitation, You shall not, nor permit any third party to do or attempt to do any of the following without express prior written consent from Shakudo: (i) modify the Underlying Art; (ii) use the Underlying Art to advertise, market, or sell any product or service; (iii) use the Underlying Art in connection with media that depicts hatred, intolerance, violence, cruelty, or any other subject matter that reflects negatively on Shakudo; (iv) use the Underlying Art in any other form of media, except solely for Your own personal, non-commercial use for so long as You own the Collectible; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Underlying Art; (vi) attempt to register any trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Underlying Art; or (vii) otherwise utilize the Underlying Art for Your or any third party's commercial benefit.

8. Termination of License to Underlying Art

Your license to the Underlying Art shall automatically and immediately terminate without notice, and all rights shall revert to Shakudo if at any time: (i) You breach any portion of this Agreement; (ii) You engage in any unlawful activity related to the Collectible (including transferring the Collectible to a Prohibited Transferee); or (iii) at Shakudo's sole determination and discretion, You disparage Shakudo, or their brands or products. Upon any termination, discontinuation or cancellation of Your license to Underlying Art, Shakudo may disable Your access to the Underlying Art and You must delete, remove, or otherwise destroy any back up or single digital or physical copy of the Underlying Art.

9. Shakudo's Rights and Obligations to Underlying Art

Shakudo is not responsible for repairing, supporting, replacing, or maintaining the website hosting the Underlying Art, nor does Shakudo have the obligation to maintain any connection or link between a Collectible and the corresponding Underlying Art.

10. Warranty Disclaimers

To the fullest extent permitted by applicable law and except as otherwise specified in a writing by Shakudo, (a) the Collectibles are sold on an "as is" and "as available" basis without warranties of any kind, and Shakudo expressly disclaim all implied warranties as to the Collectibles, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (b) Shakudo does not represent or warrant that the Collectibles are reliable, current or error-free, meet your requirements, or that defects in the Collectibles will be corrected; and (c) Shakudo cannot and does not represent or warrant that the Collectibles or the delivery mechanism for Collectibles are free of viruses or other harmful components.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

11. Assumption of Risk

Without limiting the foregoing, Shakudo explicitly disclaims any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement, and any warranties arising out of course of dealing or usage of trade. Shakudo makes no warranty that the Collectibles will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Shakudo makes no warranty regarding the quality, accuracy, suitability, timeliness, truthfulness, completeness or reliability of any information or content on the Collectibles. Digital underlying art and its descriptions are posted on the Collectibles website for informational purposes only and may not be independently verified by Magic Eden and/or its partners. Therefore, your reliance on such information is at your own risk. You should always verify information on the Collectibles website before making a bid or purchase. Because Shakudo does not control third-party sites and/or resources, you acknowledge and agree that Shakudo is not responsible for the accuracy or availability of any materials and/or external sites or resources. Your interactions with other Collectibles website users are solely between you and such users. You agree that the Collectibles website will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Collectibles website user, neither Shakudo nor Magic Eden is under any obligation to become involved.

By purchasing and holding a Collectible, you expressly acknowledge and assume the following risks:

- (a) **Risk of Losing Access to Collectibles Due to Loss of Private Key(s):** A private key, or a combination of private keys, is necessary to control and dispose of Collectibles stored in Your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with Your digital wallet or vault storing Collectibles will result in loss of such Collectibles. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service You use and may be able to misappropriate Your Collectibles.
- (b) **Risk of Loss of Digital Assets:** The Collectibles are intangible digital assets. They exist only by virtue of the ownership record maintained in the applicable blockchain network. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within such blockchain network, which Shakudo does not control. Shakudo does not guarantee that Shakudo or Magic Eden can affect the transfer of title or right in any collectible. You bear full responsibility for verifying the identity, legitimacy, and authenticity of assets you purchase through the Collectibles Website. Notwithstanding indicators and messages that suggest verification, Shakudo makes no claims about the identity, legitimacy, or authenticity of assets on the Collectibles Website or any purported secondary transactions. Shakudo is not responsible for any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the collectibles. Shakudo is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the collectibles, including forks, technical node issues or any other issues having fund losses as a result. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you in full.

- (c) **Risks Associated with the Solana Protocol:** Because Collectibles are based on the Solana protocol, any malfunction, breakdown or abandonment of the Solana protocol may have a material adverse effect on the platform or Collectibles. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Collectibles and the platform by rendering ineffective the cryptographic consensus mechanism that underpins the Solana protocol.
- (d) **Risk of Mining Attacks:** As with other decentralized cryptographic Collectibles based on the Solana protocol, the Collectibles are susceptible to attacks by miners in the course of validating Collectible transactions on the Solana blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and the Collectibles, including, but not limited to, accurate execution and recording of transactions involving Collectibles.
- (e) **Risk of Hacking and Security Weaknesses:** Hackers or other malicious groups or organizations may attempt to interfere with the Collectibles in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Shakudo team may intentionally or unintentionally introduce weaknesses into the core infrastructure, which could negatively affect the platform and the Collectibles.
- (f) **Risks Associated with Markets for Collectibles:** Shakudo will not support or otherwise facilitate any secondary trading or external valuation of Collectibles. Even if secondary trading of Collectibles 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 fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Collectibles (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.
- (g) **Risk of Uninsured Losses:** Unlike bank accounts or accounts at some other financial institutions, Collectibles are uninsured unless You specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Shakudo, to offer recourse to You.
- (h) **Risks Associated with Uncertain Regulations and Enforcement Actions:** The regulatory status of the Collectibles and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the platform and the Collectibles. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology, its applications and the sale of products derived from such distributed ledger technology, including any sales under the Primary Transaction or Secondary Transaction and the Collectibles. Regulatory actions could negatively impact such sales and the Collectibles in various ways, including, for purposes of illustration only, through a determination that Collectibles are a regulated financial

instrument that require registration or licensing. Shakudo may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

- (i) **Risks Arising from Taxation:** The tax characterization of Collectibles is uncertain. You must seek Your own tax advice in connection with purchasing Collectibles, which may result in adverse tax consequences to You, including withholding taxes, income taxes and tax reporting requirements.
- (j) **Unanticipated Risks:** Cryptographic tokens such as the Collectibles are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with Your purchase, holding and use of Collectibles, including those that the Shakudo cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.

12. Indemnification

(a) To the fullest extent permitted by applicable law, You will indemnify, defend and hold harmless Shakudo and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Shakudo Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) Your purchase or use of Collectibles, (ii) Your responsibilities or obligations under these Terms, (iii) Your violation of these Terms, or (iv) Your violation of any rights of any other person or entity.

(b) Shakudo reserves the right to exercise sole control over the defense, at Your expense, of any claim subject to indemnification under Section 12(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between You and Shakudo.

13. Limitation of Liability

- (a) To the fullest extent permitted by applicable law: (i) in no event will Shakudo or any of the Shakudo parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the Collectibles or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of Shakudo, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the Collectibles, exceed the amount you pay to us for the Collectibles.
- (b) The limitations set forth in Section 13(a) will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of Shakudo.

- (c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to You.

14. Release

To the fullest extent permitted by applicable law, You release Shakudo from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights You may have under any applicable legislation as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this release.

15. Governing Law

These Terms will be governed by and construed and enforced in accordance with the laws of the Ontario, Canada, without regard to conflict of law rules or principles (whether of the Ontario, Canada or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of the Ontario, Canada.

16. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES. IF YOU ARE LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SHAKUDO AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SHAKUDO.

- (a) **Binding Arbitration:** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and Shakudo (i) waive Your and Shakudo’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive Your and Shakudo’s respective rights to a jury trial. Instead, You and Shakudo will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- (b) **No Class Arbitrations, Class Actions or Representative Actions:**
Any Dispute arising out of or related to these Terms is personal to You and Shakudo and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a

representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

- (c) **Notice; Informal Dispute Resolution:** Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Shakudo shall be sent by e-mail to Shakudo at [info@shakudo.io]. Notice to You shall be by email to the then-current email address in Your Account. Your notice must include (i) Your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that You are seeking. If You and Shakudo cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either You or Shakudo may, as appropriate and in accordance with this Section 16, commence an arbitration proceeding or, to the extent specifically provided for in Section 16(a), file a claim in court.
- (d) **Process:** Any arbitration will occur in Ontario, Canada. Arbitration will be conducted confidentially by a single arbitrator in accordance with the procedures set out in the Arbitration Act, 1991, S.O. 1991, c. 17 (“**Arbitrator Rules**”), which are hereby incorporated by reference. The provincial and federal courts located in Ontario, Canada will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where You reside if the Dispute meets the requirements to be heard in small claims court.
- (e) **Authority of Arbitrator:** These Terms and the applicable Arbitrator Rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- (f) **Rules of Arbitration:** The Arbitrator Rules and additional information about the arbitration process in Ontario are available on the following website: <https://adr-ontario.ca/rules-codes/>. By agreeing to be bound by these Terms, You either: (i) acknowledge and agree that You have read and understand the Arbitrator Rules, or (ii) waive Your opportunity to read the Arbitrator Rules and any claim that the Arbitrator Rules are unfair or should not apply for any reason.
- (g) **Severability of Dispute Resolution and Arbitration Provisions:** If any term, clause or provision of this Section 16 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 16 will remain valid and enforceable. Further, the waivers set forth in Section 16 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

17. General Terms

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms

These Terms constitute the entire agreement between You and Shakudo relating to Your purchase of Collectibles from Shakudo. Shakudo may assign its rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. Shakudo will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Collectibles from Shakudo does not create any form of partnership, joint venture or any other similar relationship between You and Shakudo. Except as otherwise provided in herein, these Terms are intended solely for the benefit of You and Shakudo and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that Shakudo provides to You, including these Terms, will be provided in electronic form.

18. Contact Information

If You have any questions about this Agreement, please contact Shakudo at:

**229 Yonge Street
Suite 400
M5B1N9
Toronto, Ontario
info@shakudo.io**