

## Terms Of Service

These terms of use (Terms of Use) govern your use of our Platforms, including our website (www.pikachu.to), mobile applications and other digital platforms.

Please read these Terms of Use carefully before accessing or using our Platforms. By accessing or using our Platforms, you signify your acceptance, assent and agreement to these Terms of Use. If you do not agree to these Terms of Use, then you are not authorised to continue to use our Platforms.

### About Us

- As we continue to better enhance your experience, we are also looking to roll out mobile applications and other digital platforms in time. Our Website, mobile applications and other digital platforms as well as smart contracts (collectively, our Platforms) are or shall be owned and edited by us.
- The information and content on our Platforms are not intended for distribution to or used by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. If you access our Platforms from such other locations, you do so on your own initiative and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- In order to use our Platforms, you must not be included in any trade embargoes or economic sanctions lists (such as United Nations Security Council Sanctions List), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or the denied persons or entities list of the U.S. Department of Commerce.
- Our Platforms are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use our Platforms.

### Our Privacy Policy

- In addition to these Terms of Use, our Privacy Policy , which sets out the terms on which we process any personal data we collect from you, or that you provide to us, also applies to your use of our Platforms.

### About our Hosting Services

- Hosting services for our Website is provided by AWS and we use AWS Network Firewall protection.
- Our mobile applications (when launched) may be hosted by us or by other companies and you should refer to the relevant conditions of use of such other companies.

### Changes to these Terms of Use

- We may make changes from time to time to these Terms of Use by amending this page. Please check this page regularly to stay informed of any changes we made, as they are binding on you.
- The latest version of these Terms of Use will always be available on our Website. Any new version of these Terms of Use will take effect and govern the use of our Platforms and your relationship with us immediately upon the date of posting. By continuing to use our Platforms, you acknowledge, accept and agree to be bound by the terms of these updates and amendments.

### Changes to our Platforms

- We may update our Platforms from time to time, and may change the content at any time. However, please note that any of the content on our Platforms may be out of date at any given time, and we are under no obligation to update it.
- We do not guarantee that our Platforms, or any content on it, will be free from errors or omissions.

### Accessing our Platforms

- Our Platforms are made available free of charge.
- We do not guarantee that our Platforms, or any content on them, will always be available or be uninterrupted. Access to our Platforms is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Platforms without notice. We will not be liable to you if for any reason our Platforms are unavailable at any time or for any period.
- You are responsible for making all arrangements necessary for you to have access to our Platforms.
- You are also responsible for ensuring that all persons who access our Platforms through your internet connection or device are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
- You must not use our Platforms for any illegal or unauthorised purpose.
- You must not access our Platforms through automated and non-human means, whether through a bot, script or otherwise.
- We do not represent that content available on or through our Platforms is appropriate or available in your locations. We may limit the availability of our Platforms or any service or product described on our Platforms to any person or geographic area at any time. If you choose to access our Platforms from your location, you do so at your own risk.

### Prohibited Use

- You must not access or use our Platforms for any purpose other than that for which we make our Platforms available. You must also not use our Platforms in connection with any commercial endeavours, except if we have expressed agreed to allow you to do so in a contract with us.
- Specifically, you must not, without our written permission, do any of the following:
- Make any unauthorised use of our Platforms, such as collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;

- Circumvent, disable, or otherwise interfere with security-related features of our Platforms, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of our Platforms and/or the content contained therein;
- Interfere with, disrupt, or create an undue burden on our Platforms or the networks or services connected to our Platforms;
- Attempt to bypass any measures of the Site designed to prevent or restrict access to our Platforms, or any portion of our Platforms;
- Systematically retrieve data or other content from our Platforms to create or compile, directly or indirectly, a collection, compilation, database, or directory;
- Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as users' account details and passwords;
- Attempt to impersonate another user or person or use the username of another user;
- Use any information obtained from our Platforms to harass, abuse, or harm another person;
- Use a buying agent or purchasing agent to make purchases on our Platforms;
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojans, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of our Platforms or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of our Platforms;
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- Except as may be the result of standard search engines or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses our Platforms, or using or launching any unauthorised script or other software;
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of our Platforms;
- Delete the copyright or other proprietary rights notice from any content in our Platforms;
- Copy or adapt our Platforms' software, including but not limited to Flash, PHP, HTML, JavaScript or other code;
- Use our Platforms as part of any effort to compete with us or otherwise use our Platforms and/or its content for any revenue-generating endeavour or commercial enterprise;
- Make improper use of our support services or submit false reports of abuse or misconduct;
- Harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of our Platforms to you;
- Use our Platforms to advertise or offer to sell unauthorised goods and services;
- Engage in unauthorised framing of or linking to our Platforms;

- Disparage, tarnish, or otherwise harm, in our opinion, us and/or our Platforms; or
- Use our Platforms in a manner inconsistent with any applicable laws or regulations.

#### Intellectual Property

- Unless otherwise stated, we are the owner or the licensee of all intellectual property rights in our Platforms and in the material published on it, including but not limited to source codes, databases, functionalities, software, website designs, audio, video, texts, photographs, and graphics. Those works are protected by legislation such as copyright, designs and trademark legislations and under international treaties and national laws worldwide.
- In general, all trademarks, logos and service marks (collectively, trademarks) that appear on our Platforms are registered, unregistered or otherwise protected by our trademarks or are licensed for use by us by third-parties. Other trademarks are proprietary marks and are registered to their respective owners. Nothing contained on our Platforms should be construed as granting, by implication or otherwise, any licence or right to use any trademark without our prior written permission or that of such third-party who owns the trademark. Misuse of any trademark displayed on our Platforms, or any other content on our Platforms, except as provided herein, is strictly prohibited.
- All content on our Platforms are also either copyright or are licensed for use by us. All rights are reserved.
- Our status (and that of any identified contributors) as the authors of content on our Platforms must always be acknowledged.
- You are not authorised to, sell, reproduce, distribute, communicate, modify, display, publicly perform, report or otherwise prepare derivative or second-hand works based on or use any part of the content on our Platforms in any way for any public or commercial purposes unless otherwise stated in these Terms of Use without obtaining a licence to do so from us or our licensors. The content on our Platforms may also not be displayed or communicated by you on any other platform, in a networked computer environment or on any other digital platform for any purpose whatsoever without a licence to do so from us or our licensors.
- You are also not authorised to systematically retrieve data or other content from our Platforms to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission.
- Provided that you own our NFT asset, you are granted a limited licence to create fan-art and merchandise from such NFT asset which can be used commercially given that you follow the terms hereunder:
  - Before creating any fanart, you must either own the NFT asset you are creating the fanart from or obtain permission from the owner of the NFT asset to do so;
  - The fanart must not use the original NFT asset. Your fanart must instead be a work unique and different from (but possibly inspired by) the original NFT asset; and
- In the event of breach of any of these Terms of Use, your permission to use our Platforms will automatically terminate and any copies made of any content on our Platforms must be immediately destroyed. Any unauthorised use of the content on our Platforms may infringe copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### No Reliance on Information

- The content on our Platforms is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platforms.
- Although we make reasonable efforts to update the information on our Platforms, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platforms is accurate, complete or up-to-date.

### Limitation of our Liability

- To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Platforms or any content on it, whether express or implied.
- We try to ensure that the information provided on our Platforms is accurate and complete. However, we do not warrant or represent that the content in our Platforms is accurate, error-free or reliable or that use of our Platforms will not infringe rights of third-parties.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our Platforms or use of or reliance on any content displayed on our Platforms.
- If you are a business user, please note that in particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.
- If you are a consumer user, please note that we only provide our Platforms for domestic and private use. You agree not to use our Platforms for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platforms or to your downloading of any content on it, or on any website linked to it.
- We will maintain certain data that you transmit to our Platforms for the purpose of managing the performance of our Platforms, as well as data relating to your use of our Platforms. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or which relate to any activity by you on our Platforms. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.
- We assume no responsibility for the content of websites linked on our Platforms. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- You agree and acknowledge that we have made our Platforms available to you and entered into these Terms of Use in reliance on the terms therein, including these

limitations of liability, which reflect a reasonable and fair allocation of risk between the parties and form an essential basis of the bargain between us. We would not be able to provide our Platforms to you without these limitations.

- You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by a third-party due to or arising out of the (1) use of our Platforms; (2) breach of these Terms of Use; (3) breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third-party, including but not limited to intellectual property rights; or (5) any overt harmful act from any other person's use of our Platforms with whom you connected. Notwithstanding the foregoing, we reserve the right to assume the exclusive defence and control of any matter for which you are required to indemnify us at your expense, and you agree to cooperate with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

#### Assumption of Risks

- You accept and acknowledge each of the following:
- The prices of blockchain assets are extremely volatile. Fluctuations in the prices of other digital assets could materially and adversely affect the value of your NFTs, which may also be subject to significant price volatility. We cannot guarantee that you will not lose money.
- You are solely responsible for determining whether and which Taxes apply to your transactions.
- There are risks associated with using internet-based and digital assets, including, but not limited to, the risk of hardware, software and Internet connection issues, introduction of viruses and malicious software, unauthorised access by third-parties to information stored in your digital wallet etc. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum network.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development and the potential utility or value of the NFTs.
- Updates and patches to the Ethereum network may have unintended, adverse effects on the NFTs.

#### Uploading Content to our Platforms

- Whenever you make use of a feature that allows you to upload any content, questions, comments, suggestions, ideas, feedback or other information regarding our Platforms (Submissions) to our Platforms, or to make contact with other users of our Platforms, you must comply with the content standards set out in these Terms of Use. You warrant that any such Submissions complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

- Any content you upload to our Platforms will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third-parties. We also have the right to disclose your identity to any third-party who is claiming that any content posted or uploaded by you to our Platforms constitutes a violation of their intellectual property rights, or of their right to privacy.
- We will not be responsible, or liable to any third-party, for the content or accuracy of any content posted by you or any other user of our Platforms.
- We have the right to remove any posting you make on our Platforms if, in our opinion, your post does not comply with the content standards set out in these Terms of Use.
- The views expressed by other users on our Platforms do not represent our views or values.
- You are solely responsible for securing and backing up your content.

#### Viruses

- We do not guarantee that our Platforms will be secure or free from bugs or viruses.
- You are responsible for configuring your device, information technology, computer programmes and platform in order to access our Platforms. You should use your own virus protection software.
- You must not misuse our Platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platforms, the servers on which our Platforms are stored or any server, computer or database connected to our Platforms. You must not attack our Platforms via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platforms will cease immediately.

#### Linking to our Platforms

- You may link to our Platforms, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- Our site must not be framed on any other site.
- We reserve the right to withdraw linking permission without notice.
- The website in which you are linking must comply in all respects with the content standards set out in these Terms of Use.
- If you wish to make any use of content on our Platforms other than that set out above, please contact [contact@Pikachu.to](mailto:contact@Pikachu.to)

### Third-Party Links and Resources in our Platforms

- Where our Platforms contains links to other sites and resources provided by third-parties, these links are provided for your information only. We have no control over the contents of those sites or resources.
- The inclusion of any link to such third-party sites does not imply endorsement by us of those sites. We have not reviewed all of the content contained in the linked sites and we are not responsible for the content or accuracy of any off-site pages or any other sites linked to our Platforms. If you choose to click through any link to off-site pages or third-party sites then this is and deemed to be done at your own risk.
- We may also allow third-parties to display their advertisements and other information on the Website. We simply provide the space to place such advertisements, and we have no other relationship these third-party advertisers. The inclusion of advertisements does not imply endorsement by us of the subject matter of the advertisements. We have not reviewed the contents of the advertisements and we are not responsible for the content or accuracy of any such advertisements. If you choose to click the advertisement link to off-site pages or third-party sites then this is and deemed to be done at your own risk.

### Termination and Suspension

- We may terminate, block or suspend your access to and use of our Platforms if we reasonably believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use, or violated our rights, our affiliated companies or any third-party, with or without notice to you. You agree that we may modify or discontinue providing access to our Platforms, with or without notice to you. You agree that we will not be liable to you or any third-party as a result of such modification or discontinuation. The provisions entitled "Limitation of our Liability" and "General Provisions" will survive termination of these Terms of Use.

### General Provisions

- We make no representation that the content on our Platforms is appropriate or available for use in every country of the world. You are responsible for compliance with applicable local laws, keeping in mind that access to our Platforms may not be legal by certain persons or in certain countries.
- If any provision, or part thereof, of these Terms of Use is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Terms of Use, and the legality, validity or enforceability of the remainder of the provisions of these Terms of Use shall not be affected, unless otherwise required by operation of applicable law.
- These Terms of Use constitute the entire agreement between you and us in relation to the use of our Platforms, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.
- Any waiver by us of a breach of any provision of these Terms of Use will not operate to be interpreted as a waiver of any other or subsequent breach.



#### Applicable Law and Jurisdiction

- Please note that these Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims), are governed by the laws of the Panama. You and we both agree that the courts of Bulgaria will have exclusive jurisdiction.

#### Partnerships

- Our Platforms may form official partnerships with third parties. All official partnerships will be announced on our Platforms, and that of the third party.
- Any third party who solely announces a partnership may be false.

#### Transak and Fiat Transactions

- All Fiat transitions associated with, or performed as part of our Platforms will be handled by our Wert Partner, Wert (<https://wert.io/>).
- Fiat transactions are limited to a maximum of \$10,000 USD.
- All Fiat transactions are subject to Wert's Terms of Service and user agreements (<https://support.wert.io/en/>)

#### 21. Contact Us

- If you have any questions or comments about these Terms of Use, or matters generally, please contact us at [contact@Pikachu.to](mailto:contact@Pikachu.to) You can also use this email address if you wish to request a copy of the personal data we hold about you.

Thank you for using our Platforms.

Last Updated: 25st, May 2023