

Terms & Conditions & Disclaimer

TERMS AND CONDITIONS OF TOKEN SALE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE CAREFULLY. THE TERMS AND CONDITIONS SHALL NOT AND CANNOT BE CONSIDERED AS AN INVITATION TO ENTER INTO AN INVESTMENT OR SALE OF REGULATED FINANCIAL INSTRUMENTS.

THE TERMS AND CONDITIONS (THE "T&C" OR "TERMS") APPLY TO THE BUYER OF THE KISEKI TOKEN (HEREINAFTER "SEKI" or "KISEKI TOKEN"). PLEASE READ THESE TERMS CAREFULLY BEFORE MOVING ONTO THE TOKEN PRE-SALE AND SALE.

IF YOU DO NOT AGREE TO OR UNDERSTAND THESE TERMS AND CONDITIONS (OR ANY PART THEREOF), PLEASE DO NOT PURCHASE ANY SEKI TOKENS. BY PURCHASING KISEKI TOKENS, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS IN THESE TERMS AND CONDITIONS. YOU MAY NOT USE OUR WEBSITE, SERVICES, PLATFORMS, AND ACQUIRE SEKI UTILITY TOKENS, IF YOU ARE UNDER 18 YEARS OLD, AND IF YOU ARE A CITIZEN, RESIDENT, HABITANT OR LEGAL ENTITY INCORPORATED IN RESTRICTED USE AREAS AS DESCRIBED BELOW IN THE ARTICLE 6.

1. INTENTIONS OF PARTIES

The Company intends to issue and sell KISEKI, blockchain tokens as more particularly described in the white paper (the "white paper") available at www.KisekiWallet.com (the "Website").

You shall purchase SEKI tokens from Pinksale.finance.

By purchasing KISEKI tokens (hereinafter referred to as: SEKI) you participate in a creation of the project and use the SEKI token within the ecosystem.

This document and any other document, produced and signed by KISEKI does not constitute an offer or solicitation to sell shares or securities. If you have any questions regarding these Terms, please contact us at kisekiwallet@gmail.com.

You wish to purchase from the Company a specific number of SEKI as part of its private or public sale. These Terms set out the terms and conditions upon which the Company will issue and sell SEKI to you.

You understand and accept that SEKI: (a) is not a loan to the Company; (b) does not provide you with any ownership or other interest in the Company; (c) is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment; (d) is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; (e) is not any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person; and (f) is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products, (g) is not considered as goods or services.

Protections offered by applicable law in relation to the purchase and offering of the financial instruments and/or investments do not apply to the sale and purchase of SEKI and neither this Terms nor the white paper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

2. UTILITY OF TOKENS

Ownership of SEKI carries no rights, express or implied, other than the right to use SEKI as a utility token as disclosed in the website and in the white paper.

In particular, you understand and accept that SEKI does not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue, dividends, voting rights, shares, intellectual property rights or any other form of participation or governance in or relating to the Company, unless expressly stated henceforth.

SEKI should not be acquired for speculative or investment purposes with the expectation of making a profit on resale.

The purpose and utilities of the SEKI token are specified in depth in the white paper.

3. TERMS OF TOKEN PURCHASE

Subject to these Terms, the Company shall issue to you and you shall purchase from the Company, a specific number of SEKI.

You shall pay the purchase price for your desired amount of SEKI tokens by:

- Transfer the amount of BNB that is equal to the purchase price of SEKI tokens to the designated Company's crypto wallet. The value of BNB tokens at the time of purchase of the SEKI tokens shall be used and determined by the applicable price on the Binance exchange.

For every purchase of SEKI Tokens a buyer shall receive a respectful receipt of the purchased tokens.

The amount of SEKI purchased by you under these Terms shall be distributed to your BEP-20 wallet address. Time schedule of SEKI distribution shall be disclosed during the sale period of SEKI.

4. CANCELLATION, REFUNDS, REFUSAL OF PURCHASE REQUESTS

Your purchase of SEKI from us is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation, or (ii) as otherwise determined by us in our sole discretion prior to the completion of the distribution of SEKI.

It is in our sole discretion to refuse or cancel SEKI purchase requests at any time and for any reason whatsoever.

5. ACKNOWLEDGMENTS OF RISKS & DISCLAIMERS

To the fullest extent permitted by applicable law and except as otherwise specified in writing by the

Company, (a) SEKI is sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and the Company expressly disclaims all implied warranties as to SEKI, including, without limitation, implied warranties of merchantability, usage, suitability or fitness for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (b) the Company cannot and do not represent or warrant that SEKI is reliable, current or error-free, meets your expectations or requirements, or that defects in SEKI will be corrected.

You acknowledge and agree that the Company is under no obligation to issue replacement SEKI in the event any SEKI or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible

or unusable for any reason.

The Company may add new terms or policies to the Service Terms and Policies in our sole and absolute discretion, and may update each of the Service Terms and Policies from time to time according to modification procedures set forth therein. In the event of any conflict between this Terms and the Service Terms and Policies, the Service Terms and Policies shall take precedence.

It shall be your responsibility to regularly check the Website for any such notices.

Acquiring and storing SEKI Utility Tokens involves various risks, in particular that SEKI may not be able to launch some operations and continue developing its platform or community. Therefore, and prior to acquiring SEKI, any user should carefully consider the risks, costs, and benefits of acquiring SEKI within the Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of SEKI network and operations) or any other risks as indicated in the T&C, should not acquire SEKI, at this stage or later.

There is a risk that in some jurisdictions SEKI Tokens might be considered as a security, now or in the future. Company does not give warranties or guarantees that SEKI Utility Token are not a security in all jurisdictions. Each user of SEKI shall bear its own legal or financial consequences of SEKI Token being considered a security in their respective jurisdiction. The legal ability of a Company to provide

SEKI Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that SEKI Tokens are not legal in certain jurisdiction, Company will base on its sole discretion either (a) cease operations in that jurisdiction, or (b) adjust SEKI Tokens in a way to comply with the regulation should that be possible and viable. It is your obligation to check if acquisition and disposal of SEKI Tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use SEKI should their use not be legal in the relevant jurisdiction. The law in certain jurisdictions may limit or restrict the purchase and / or sale of SEKI Tokens, as stated at the beginning of this document.

PURCHASE OF SEKI TOKENS INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD NOT SPEND ANY FUNDS IN THIS TOKEN SALE UNLESS YOU CAN AFFORD TO LOSE YOUR ENTIRE AMOUNT SPENT.

Additionally, any kind of trading of virtual assets and currencies involves significant risk. The value of virtual assets/currencies has high volatility, which means that value can increase and decrease significantly in a very short period of time and at any given moment. Such price fluctuations bring huge uncertainty and fear. The value of a virtual currency and collapse in demand may be influenced by many factors, including irrational (or rational) bubbles, loss of confidence in the currency, changes in software development, government decisions, creation of a competitive currency, technical problems, political or non-political statements, statements of influencers and news and hacker attacks. Your virtual assets may be lost by losing your password, private key or other security code.

There are also other potential risks that may not be foreseen here or in the Terms of sale. Do not buy SEKI tokens just because you have fear of missing out (FOMO). If you are uncertain, you can wait until the tokens are listed on the exchange and buy the tokens there.

Value of SEKI Tokens may fluctuate and you may suffer loss in value of such acquired SEKI Token. In addition to loss of value risk, SEKI Tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.

You agree that you purchase, receive and hold the SEKI tokens at your own risk and that the tokens are provided on an 'as is' basis without representations and warranties of any kind, either express or implied. It is your own responsibility to determine if you are legally allowed to purchase SEKI tokens in your jurisdiction and whether you can resell SEKI tokens to another purchaser in any given jurisdiction. You bear the sole responsibility for determining or assessing the tax implications of your participation in the crowd sale, purchasing, or receiving and holding SEKI tokens in all respects and in any relevant jurisdiction.

You represent and warrant to us that the contributed funds do not derive from any illegal activity and allow us appropriate Anti-Money Laundering (AML) / counter terrorist financing (CTF) Checks.

KISEKI founders, team members and any third party involved in the project do not represent, warrant or assume any legal liability arising out of or related to the accuracy, reliability, or completeness of any material contained in this white paper or any accompanying material or statements. To the maximum extent permitted by the applicable laws, regulations and rules, CU

Limited staff will not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this white paper or any part thereof, or any accompanied material, statements or information provided on the KISEKI website by you.

These terms and conditions may (but not necessarily) be updated or altered according to the latest version of the white paper prevailing over previous versions. We will notify you about the changes but it is your own responsibility to stay tuned and keep up with the changes.

6. PROHIBITION OF SALE AND PURCHASE

You should also not participate in a token sale if you are a citizen, a (permanent) resident, a green card holder, or have any type of residential certificate in any of the following countries: Bangladesh, Bolivia, People's Republic of China, Cuba, Algeria, Ecuador, Islamic republic of Iraq, Iran, Cambodia, Sri Lanka, Morocco, North Macedonia, Republic of Nepal, Pakistan, North Korea, Singapore, Seychelles, United States of America, Venezuela and other countries, not stated here that prohibit or limit the token sale according to laws, rules, legal acts and other regulations OR countries that consider token sale as selling stocks and other regulated financial instruments.

7. COMPANY REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants to you that:

(a) The Company is a company duly organized, validly existing and in good standing under the laws of Slovenia and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be

issued to you, has been duly authorized by all necessary actions on the part of the Company.

(c) This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(d) To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(e) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(f) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument.

(g) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

8. PURCHASER'S REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company that:

(a) You have read and understood all the terms of this Terms (including all Schedules) and the white paper.

(b) You acknowledge and consent that the white paper may change during the time leading up to the date of distribution of SEKI to you hereunder, and you accept the obligation to promptly read new versions of the white paper, which will be made available via the Website.

(c) You have good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, blockchain-like technology and blockchain-based software systems to understand this Terms and to appreciate the risks and implications of purchasing SEKI.

(d) If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to

purchase SEKI, accept this Terms and enter into a binding agreement with the Company. If you are a legal person, you are duly organised, validly existing and in good standing under the laws of your domicile and each jurisdiction where you conduct business or where your assets are located. Either natural or legal person, you are not a citizen, resident (tax or otherwise), or domiciliary and/or green card holder of prohibited areas of purchase, stated in Article 6.

(e) You have obtained sufficient information about the SEKI project to make an informed decision to purchase SEKI.

(g) You are purchasing SEKI to participate in the project. You are not purchasing SEKI for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

(h) Your purchase of SEKI shall be made in full compliance with any applicable regulation, your own national jurisdiction and its laws, national tax obligations to which you may be subject in any relevant jurisdiction.

(i) The contributions made to purchase SEKI are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use SEKI to finance, engage in, or otherwise support any unlawful activities. To the extent required by applicable laws and regulations, you shall fully comply with all anti-money laundering and counter-terrorism financing requirements in all relevant jurisdictions.

(j) You understand that you must bear the economic risk of purchasing SEKI for an indefinite period of time. You understand that to the extent SEKI is security under the laws of any jurisdiction in which SEKI is to be traded or the subject of transfers, such trades or transfers of SEKI may be restricted by such laws, and that no market exists or is expected to develop for SEKI.

You hereby acknowledge that the Parties have entered into these Terms in reliance upon the representations and warranties being true, accurate, complete and non-misleading.

9. CONFIDENTIALITY

The Parties shall keep confidential, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and information concerning the transactions contemplated by this Terms (including without limitation all commercial information such as sale price, number of tokens sold, discount (if any), as well as schedule for delivery of tokens).

10. MISCELLANEOUS

This Terms sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between the Parties. Any provision of this instrument may be amended, waived or modified only upon the written agreement between the Parties.

In the event any one or more of the provisions of this Terms is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Terms operate or would prospectively operate to invalidate this Terms, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Terms and the remaining provisions of this Terms will remain operative and in

full force and effect and will not be affected, prejudiced, or disturbed thereby.

All rights and obligations hereunder will be governed by the laws of Slovenia, without regard to the conflicts of law provisions of such jurisdiction. Any dispute between the Parties arising out of or relating to these Terms or its subject matter shall be resolved in the courts of Slovenia.