

Terms of Use
Koi Labs Inc.

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KOI Labs Inc. (“**Koi**”, “**Koii**”, “**we**”, “**us**”, and “**our**”) is a distributed cloud computing network company that hosts the primary domain website, www.koii.network, providing information about Koi and our offerings. This encompasses our Koii node software and other related products or services (collectively referred to as the “**Services**”). These services include text, images, audio, code, and other materials, including third-party information.

THESE TERMS OF USE APPLY TO ALL USERS (“**USERS**”, “**YOU**” and “**YOUR**”) OF THE **SERVICES** (INCLUDING ALL OF THE CONTENT ON OR AVAILABLE THROUGH THE **SERVICES**), INCLUDING USERS WHO UPLOAD ANY MATERIALS TO THE **SERVICES**, USERS WHO ORDER AND/OR USE APPLICATIONS PROVIDED THROUGH THE **SERVICES**, AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE **SERVICES**. PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE **SERVICES** AND/OR ACQUIRING KOII TESTNET TOKENS (USED PRIMARILY FOR TESTING AND POTENTIAL REWARDS WITHIN THE KOII NETWORK WITHOUT ANY MARKET VALUE), YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN DO NOT USE THE **SERVICES** OR ANY OF ITS CONTENTS OR APPLICATIONS. THESE TERMS OF USE MAY BE AMENDED OR UPDATED BY KOI FROM TIME TO TIME WITHOUT NOTICE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR CONTINUED USE OF THE **SERVICES** AFTER ANY AMENDMENTS OR UPDATES SIGNIFIES YOUR ACCEPTANCE OF THE REVISED TERMS. ANY NEW FEATURES ADDED TO THE **SERVICES** WILL BE SUBJECT TO THESE TERMS OF USE, UNLESS STATED OTHERWISE. YOU SHOULD REVIEW THESE TERMS OF USE PERIODICALLY.

You may use the **Services** only if You can form a binding contract with us, and only in compliance with these terms of use and all applicable: (a) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations, and municipal by-laws, whether domestic, foreign, or international; (b) judicial, arbitral, administrative, ministerial, departmental, and regulatory judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any (i) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court, or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (ii) self-regulatory organization or stock exchange; (iii) entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government; and (iv) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing (“**Governmental Authority**”); and (c) policies, practices, and guidelines of, or contracts with, any **Governmental Authority**, which, although not actually having the force of law, are considered by such **Governmental Authority** as requiring compliance as if having the force of law, as the same may be amended from time to time and any successor thereto (collectively, “**Applicable Laws**”). Any use or access to the **Services** by anyone under eighteen (18) years of age is strictly prohibited and in violation of these terms of use.

By entering or using the **Services**, you represent that You:

- a. have the right, authority, and capacity to enter into these terms of use on behalf of Yourself and the person or entity that You represent (if applicable);
- b. are not prohibited from entering or using the **Services** under any **Applicable Laws**;
- c. are at least eighteen (18) years of age; and
- d. understand the risks associated with using the **Services**.

1. Conduct. You shall not:

- (a) copy or distribute any part of the **Services** (including all of the contents of the **Services**),
- (b) alter or modify any part of the **Services**,
- (c) upload, post, email, transmit, or otherwise make available on the **Services** any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to

- civil liability, violates any Applicable Laws, or is otherwise legally objectionable,
- (d) upload, post, email, transmit, or otherwise make available any falsehoods or misrepresentations or create an impression that You know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
 - (e) impersonate any person or entity or misrepresent their affiliation with a person or entity;
 - (f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Services or impersonate another person or organization;
 - (g) upload, post, email, transmit, or otherwise make available any material that You do not have a right to make available under any law or under a contractual relationship;
 - (h) upload, post, email, transmit, or otherwise make available any material that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party (including privacy and publicity rights);
 - (i) upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (j) upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Services or that of any users or viewers of the Services or that compromises a user's privacy;
 - (k) interfere with or disrupt the Services or servers or networks connected to the Services, disobey any requirements, procedures, policies, or regulations of networks connected to the Services or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
 - (l) intentionally or unintentionally violate any Applicable Laws;
 - (m) collect or store personal data about other users or viewers; or
 - (n) resell the content of the Services, the use of the Services, or access to the Services or the content of the Services.

You also agree not to access the Services in a manner that utilizes the resources of the Services more heavily than would be the case for an individual person using a conventional web browser. This includes using bots, spiders, or automation to manipulate or excessively increase gateway traffic to the Services. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on the Services.

1. **Intellectual Property Rights.** If You provide Koi with any suggestions, comments, or other feedback ("Feedback") relating to the Services, Koi may use such Feedback to improve the Services. Accordingly, You agree that:

- (a) Koi is not subject to any confidentiality obligations concerning the Feedback,
- (b) the Feedback is not confidential or proprietary information of You or any third party, and You possess all necessary rights to disclose the Feedback to Koi,
- (c) You grant to Koi (including all of its successors and assigns and any successors and assigns of any of the Koi Services) a perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable, non-exclusive right to use, reproduce, publicize, license, distribute, modify, adapt, publish, create derivative works from, translate, transmit, display, and otherwise commercialize Feedback in any Services,
- (d) You are not entitled to receive any compensation or reimbursement of any kind from Koi or any other users of the Services, and
- (e) You will have no claim against us for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights, or rights of attribution in connection with our use of any Feedback you provide.

You further acknowledge that accepting your Feedback does not mean we waive any rights to use similar or related ideas previously known to us, developed by our employees or consultants, or obtained from sources other than You.

2. **Use of the Services.** All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Services by viewers or users, is the sole responsibility of such viewers or users. This means that the viewer or user, and not Koi, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Services. Koi does not control such content posted to the Services and, as such, does not guarantee the accuracy, integrity or quality of such content. Users acknowledge that by using the Services, they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Koi be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted

or otherwise made available on the Services.

The information and materials on the Services may contain technical inaccuracies or typographical errors. Certain materials on the Services may have been submitted by viewers or other participants in the various forums on the Services. In no event shall Koi have any responsibility whatsoever for any information or materials submitted by any viewers or participants in any forums or contests on the Services and such viewers and participants shall be solely responsible for their participation in such forums.

Koi may alter, suspend, or discontinue the Services at any time and for any reason or no reason, without notice. The Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Koi may periodically add or update the information and materials on the Services without notice.

3. Advertising. You acknowledge and agree that the Services may be provided with advertisements. If You elect to have any business dealings with anyone whose products or services may be advertised on the Services, You acknowledge and agree that such dealings are solely between You and such advertiser and You further acknowledge and agree that Koi shall not have any responsibility or liability for any losses or damages that You may incur as a result of any such dealings. You shall be responsible for obtaining access to the Services and acknowledge that such access may involve third-party fees (such as Internet service provider access or data fees). You shall be solely responsible for any such fees and also for obtaining any equipment that is required to access the Services. It is your responsibility to ascertain whether any information or materials downloaded from the Services are free of viruses, worms, Trojan Horses, or other items of a potentially destructive nature.

Disclaimer Of All Representations, Warranties And Conditions. Koi develops open-source software. Koi does not operate any trading platforms or offer trade execution services, and therefore, has no involvement or control over your transactions.

You are responsible for complying with all Applicable Laws. You understand that Koi is not registered or licensed by any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of Koi's open-source software. Our website and the Services do not provide advice or recommendations. Koi does not act as an investment adviser or advisor to any person.

Koi does not own or control the software protocols related to the Services. Generally, these protocols are open-source, and anyone can use, modify, and distribute them. Koi is not responsible for these underlying protocols and does not guarantee their functionality, security, or availability.

THE SERVICES AND THE INFORMATION PROVIDED ON THE SERVICES ARE OFFERED "AS IS." SPECIFICALLY, KOI DOES NOT GUARANTEE THAT: (I) THE SERVICES OR INFORMATION ON THE SERVICES ARE ACCURATE OR COMPLETE; (II) THE SERVICES WILL OPERATE WITHOUT INTERRUPTIONS OR ERRORS; (III) DEFECTS WILL BE FIXED; (IV) THE SERVICES ARE FREE OF HARMFUL COMPONENTS; OR (V) THE SERVICES WILL MEET YOUR NEEDS. KOI DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY MATERIAL OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. KOI DOES NOT ENDORSE OR GUARANTEE ANY THIRD-PARTY PRODUCTS OR SERVICES ADVERTISED OR OFFERED THROUGH THE SERVICES.

6 NO RESPONSIBILITY FOR CONTENT. You acknowledge and understand that the content exchanged by the use of the Services is entirely the responsibility of the person from whom such content originated. Therefore, You may be exposed to content that is offensive, harmful to minors, indecent or

otherwise objectionable. KOI WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICES.

7. Release. Because Koi does not supervise or control the interactions among or between members of Koi and other persons or companies, and because Koi does not control the Arweave decentralized file network, credit card companies or other payment processing companies, and because Koi cannot guarantee the true identity, age, nationality of our website users, and because Koi has very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Services, you agree that You bear all risk. You agree to release Koi, its affiliates, and their respective officers, directors, shareholders, agents, employees, consultants, advisors, representatives, and third-party partners ("collectively, the "Koi Parties") and organizers and creators or hosts and their designees from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, now and in the future, arising out of or in any way connected with Your use of the Services, Your third-party transactions, and Koi's resolution of any disputes among users. You further waive any and all rights and benefits otherwise conferred by any Applicable Laws of any jurisdiction that would purport to limit the scope of a release or waiver.

8. INDEMNIFICATION. YOU SHALL INDEMNIFY AND HOLD THE KOI PARTIES HARMLESS FROM ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS), DUE TO OR ARISING OUT OF (A) MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICES, (B) YOUR USE OF THE SERVICES, INCLUDING ANY ACT OR OMISSION BY YOU OR USERS OF YOUR ACCOUNT OR ANY DATA OR CONTENT TRANSMITTED OR RECEIVED BY YOU, (C) ANY VIOLATION BY YOU OF THESE TERMS OF USE, (D) ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY), (E) YOUR VIOLATION OF ANY APPLICABLE LAWS, (F) YOUR WILLFUL MISCONDUCT OR (G) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICES WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE ACCESS CODE. YOU WILL CO-OPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

9. Links to Third-Party Websites. The Services may contain links to other websites that are not owned or controlled by Koi (collectively, "**Third Party Websites**"). Koi is not responsible for the content of any linked Third Party Websites. Any Third Party Websites or third party services accessed from the Services are subject to the terms and conditions of those Third Party Websites and/or third party services and You are responsible for determining those terms and conditions and complying with them. The presence on the Services of a link to any Third Party Websites does not imply that Koi endorses or accepts any responsibility for the content or use of such Third Party Websites, and You hereby release Koi from all liability and/damages that may arise from Your use of such Third Party Websites or receipt of services from any such Third Party Websites.

While Koi encourages links to the Services, we do not wish to be linked to or from any third-party web site which (i) contains, posts or transmits any (A) unlawful, threatening, abusive, libelous, defamatory, obscene, or illegal information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any Applicable Laws, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of Koi (B) material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, exploits people under the age of 18 in a sexual or violent manner or provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or (ii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. Koi reserves the right to prohibit or refuse to accept any link to the Services, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Services upon the request of Koi.

10. No Implied Endorsements. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by Koi of that third party, third party product or service.

11. No Advice. The information contained on the Services is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to You, and You should not rely upon the information to provide any such advice. No action should be taken based upon any information contained on the Services. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

12. Termination and Punitive Restrictions. Koi may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Services or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the terms of use or any other agreement that You may have with Koi (including, without limitation, non-payment of any fees owed in connection with the Services or otherwise owed by You to Koi), (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. Termination of Your access to the Services may also include removal of some or all of the materials uploaded by You to the Services. You acknowledge and agree that all terminations may be made by Koi in its sole discretion and that Koi shall not be liable to You or any third-party for any termination of Your access to the Services or for the removal of any of the materials uploaded by You to the Services. Any termination of these terms of use by Koi shall be in addition to any and all other rights and remedies that Koi may have. Further, in the event of any of the causes for termination listed above, Koi reserves the right to restrict your access and the visibility of Your content on the Services. Koi may assign a reputation score to You and/or allow other users of the Services to blacklist Your content, restricting the visibility of Your content to other users. For greater certainty, Koi hereby reserves the right to place any restrictions it deems fit on Your use of the Services, in Koi's sole discretion.

13. Security. Information sent or received over the Internet is generally unsecure and Koi cannot and does not make any representation or warranty concerning security of any communication to or from its websites or any representation or warranty regarding the interception by third parties of personal or other information.

14. Enforcement of Terms and Conditions. If any part of these terms of use is unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The failure of Koi to exercise or enforce any right or provision under these terms of use shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Koi must be in writing and shall only apply to the specific instance identified in such writing. No waiver by Koi of any provision of these terms of use shall be deemed to be a further or continuing waiver of such provision or any other provision. You agree that any cause of action that You may have arising out of or related to the Services or Your use of the Services must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

15. Copyright and Trademark Information. The Services, and the information and materials that it contains, excluding all material, content or information posted or upload by You and users to our websites or the Services, are the property of Koi and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws.

All Koi product names and logos are trademarks or registered trademarks of Koi Labs Inc. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries. Nothing contained on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services or any materials displayed on the Services, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of Koi. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Services.

Tokens for Testing. You acknowledge that digital tokens will be implemented in connection with the use of the Services for testing purposes ("Tokens").

TOKENS ARE ONLY INTENDED FOR THOSE PERSONS WHO ARE KNOWLEDGEABLE AND EXPERIENCED IN DISTRIBUTED CLOUD COMPUTING TECHNOLOGY AND RELATED TESTING PROTOCOLS. BY USING TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING THESE TEST TOKENS ARE INHERENTLY UNSTABLE, AND YOU AGREE TO ACCEPT THAT RISK. YOU FURTHER ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISKS ASSOCIATED WITH THE TOKENS AND THE SERVICES FOR TESTING PURPOSES.

THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT ANY FORM OF INVESTMENT, OWNERSHIP, OR MONETARY VALUE. THEY DO NOT REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE, A CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF KOI, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF KOI AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN KOI.

Testnet Tokens: Your use of our test environments and the services on such environments ("Testnet Services") involves the use of digital tokens on such testnets ("Testnet Tokens"). Testnet Tokens are for testing purposes only, have no economic value, and are for use only in test environments and for the Testnet Services in such environments. You acknowledge and agree that use of Testnet Tokens and the Testnet Services in these environments do not represent a guarantee, covenant, or warranty that the Services and/or the Tokens will be launched."

16. **Assignment.** You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of Applicable Laws, or otherwise without Koi's prior written consent. Koi may assign the terms of use, or any rights or licenses granted hereunder, at any time without notice.

17. **Survival.** In addition to Sections 5, 7, 8, 9, 15, 16, 17, 18, 19, 21 and 22, all representations, warranties and conditions made by You in these terms of use shall survive the termination of these terms of use. Unless otherwise explicitly identified as terminating elsewhere in these terms of use, all licenses granted by You in these terms of use shall survive their termination. All payment obligations incurred by You prior to the termination of these terms of use shall survive their termination.

18. **Entire Agreement.** These terms of use, together with any privacy policy that may be published on the Services, constitutes the entire agreement between the parties relating to the Services and all related activities. These terms of use shall not be modified except in writing signed by both parties or by a new posting of these terms of use issued by Koi.

19. **Governing Law and Jurisdiction.** These terms of use are entered into in **[Gibraltar]** and shall be governed by, and construed in accordance with, the laws of **[Gibraltar]**. You agree to submit to the exclusive jurisdiction of the courts of **[Gibraltar]** or any other judicial district or jurisdiction as we may determine in any and all actions, disputes or controversies relating hereto. The United Nations Convention on Contracts of the International Sale of Goods is expressly excluded. You further agree as follows: (a) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees; and (b) any claim must be brought individually and not consolidated as part of a group or class action complaint.

Risk Factors: You recognize the following significant risks associated with any use of our website, the Services, or the Tokens for testing purposes and expressly agree not to hold any Koi Parties responsible should any of these risks occur.

Risk of Losing Access to Testnet Tokens Due to Wallet Incompatibility: Your digital wallet must have a technical infrastructure that is compatible with the receipt, storage, and transfer of the Testnet Tokens. Addresses from non-compatible wallets will not be accepted. Moreover, your wallet address should not be linked to a third-party platform or service that holds the private key. You should have ownership of the private key if your address is linked to an exchange platform. Koi reserves the right to set additional conditions related to specific wallet requirements at any time, based on its sole discretion.

Risks Associated with Distributed Cloud Computing Protocols: Any malfunction, breakdown, discontinuation, unintended function, unexpected operation of, or attack on the protocol upon which the Testnet Tokens are issued might impact the Testnet Tokens, causing them to operate in an unexpected or unintended manner.

Risks Associated with Your Credentials: Any third party that obtains or learns of your digital wallet login credentials or private keys might be able to manage your Testnet Tokens. To minimize this risk, you should prevent unauthorized access to your electronic devices. It's recommended that you securely store private keys in one or more backup locations separated from the primary location. Additionally, you are responsible for providing the correct digital wallet address for the transfer of your Testnet Tokens. If you provide an incorrect address, loss of Testnet Tokens might occur.

Risk of Regulatory Actions in One or More Jurisdictions: Our website and the Testnet Services could be impacted by one or more regulatory inquiries or actions, which could impede or limit the ability of Koi to continue to develop the website or Testnet Services, or which could impede or limit your ability to use our website and the Testnet Services.

Risks Associated with New and Evolving Laws: Our website and the Testnet Services may be subject to a variety of international laws and regulations, including those related to financial or securities regulations, consumer privacy, data protection, consumer protection, content regulation, network neutrality, cybersecurity, intellectual property (including copyright, patent, trademark, and trade secret laws), defamation, and others. Such laws and regulations, and the interpretation or application of these laws and regulations, could change. Additionally, new laws affecting Koi could be enacted. As our website and the Testnet Services evolve, we may be subject to new laws, and the application of existing laws to us might change. These laws and regulations can be costly to comply with and may divert our attention and resources or restrict our operations. If we fail to comply, we could receive negative publicity and be subject to significant liabilities which could adversely impact our website and the Testnet Services.

Risk of Alternative, Unofficial Platforms: After the distribution of the Testnet Tokens and the continued development of the Testnet Services, alternative applications or platforms might be established, which use the same or similar open-source code and protocol underlying the Testnet Services. The Testnet Services may compete with these alternative, unofficial applications, which could potentially negatively impact the Testnet Services.

Testnet Token Generation Risk and Risk of Insufficient Interest in the Testnet Services: There are no guarantees regarding the timing of the Testnet Tokens being distributed or the release of the Testnet Services, each of which depends on many factors, some outside Koi's control. The Testnet Services may not be widely used by businesses, individuals, or other organizations, leading to limited public interest. Such a lack of interest could negatively impact the Testnet Services.

Risk that the Testnet Platform, as Developed, Will Not Meet Expectations: The Testnet Services are currently under continued development and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Testnet Services or the Testnet Tokens held by You may not be met due to various reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the Testnet Services.

Risk of Security Weaknesses in the Testnet Services: The Testnet Services consist, at least in part, of open-source software that may be based on other open-source software. There's a risk that Koi or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Testnet Services, interfering with the use of or causing the loss of Testnet Tokens.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Distributed Cloud Computing Technology: Advances in distributed cloud computing technology, or technical advances such as the development of quantum computing, could present risks to the Testnet Services by rendering ineffective the consensus mechanism that underpins the Testnet Services protocol. Distributed cloud computing application software and

platform protocols are still in an early development stage and relatively unproven. There's no warranty or assurance that the process for creating Testnet Tokens will be uninterrupted or error-free, and there's an inherent risk that the software could contain defects, weaknesses, vulnerabilities, or bugs causing, among other things, the complete loss of contributions and/or Testnet Tokens.

Risk of Network Attacks: Any distributed ledger or cloud computing technology used for the Services may be susceptible to attacks, including but not limited to: double-spend attacks, reorganizations, majority power attacks, "selfish-mining" attacks, and work race condition attacks. Any successful attacks present a risk to the Services, expected proper execution and sequencing of transactions, and expected proper execution and sequencing of computations. Known or novel attacks may be successful.

Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power of the Services: If the Services are rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which the Services can be provided. Under such a scenario, the Services could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the Services and the Testnet Tokens. Insufficiency of computational resources and an associated rise in the price of Testnet Tokens could result in businesses being unable to acquire scarce computational resources to run their distributed applications. This could result in lost revenues and disruption or halting of business operations.

Market Risks: Testnet Tokens are intended to be used solely in connection with the Services, and we do not support or otherwise facilitate any secondary trading or external valuation of Testnet Tokens. This restricts the contemplated avenues for using Testnet Tokens and could therefore create illiquidity risk to Testnet Tokens You hold. Even if secondary trading of Testnet Tokens is facilitated by third-party platforms, such platforms may be relatively new and subject to little or no oversight, making them more susceptible to market-related risks.

Specific Risks Relating to Value and Function of Testnet Tokens: The utility benefits of using Testnet Tokens to access services provided by Koi node operators can only materialize through user-driven adoption over time. Such adoption depends on a variety of factors, including the pace of user adoption and the organic community-driven expansion of the Services. The utility of Testnet Tokens will depend on the ability of the Services to adequately facilitate user-requested services. Inadequate supply may result in such Services taking more time, while inadequate demand may make it difficult to obtain Services, both of which may discourage participation.

Unanticipated Risks: Testnet Tokens in distributed cloud computing technology are a relatively new and comparatively untested concept. In addition to the risks discussed herein, there are risks that Koi cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.