

Kaoshi Terms of Use

These Terms of Use, together with Kaoshi's Privacy Policy, set forth the terms and conditions ("Terms") that apply to your access and use of all Kaoshi products and services (together, the "Kaoshi Services" or "Services"), that are made available through our websites including but not limited to www.kaoshinetwork.com, as well as through certain downloadable mobile applications (together, the "Site"). "Kaoshi" includes Kaoshi Inc. and its officers, directors, employees, consultants, affiliates, subsidiaries and agents. The Kaoshi Services may include, but are not limited to; access to third party money transfer platforms /price aggregation ;money swap service, platforms that enable users to access financial services in Africa ; Such services may include and are not limited to Pre -funded Wallets(which users have to pre - qualify for), Insurance Services, potentially Merchandize financing, mortgage options and investment options in Africa.

By using or accessing the Kaoshi Services you agree to these Terms, as updated from time to time in accordance with Section 8 below. Because Kaoshi provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific product or service. These Terms state that any disputes between you and Kaoshi must be resolved in binding arbitration or small claims court and that you waive the right to participate in any class action. You may opt out of arbitration and the class action waiver by following the procedures in Section 12.G below.

To use some of the Services, you may need to provide information such as credit card or bank account information to third parties. For more information, see our Privacy Policy.

1. Registration and Account Security. To use the Services you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services in compliance with any and all applicable laws and regulations.

a) Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password ("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Kaoshi for any purpose.

b) Responsibility for Your Account. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at info@kaoshi.network.

2. Specific Requirements for Certain Services. Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the Kaoshi Services:

a) Pre-Funded Wallets. A Pre-funded wallet is a service that allows users to submit a request maintain a a pre funded local wallet in their home country, where the user has access to the advanced funds to carry out their local needs. This service is subject to pre-qualification dependent on the User's use of Services provided on the Kaoshi platform and such User's financial data. In order to offer you a pre- funded wallet, the wallet Provider Partners need your consent to use and accept electronic signatures, records, and certain disclosures.

b) Price Aggregation/ Money Swap: Kaoshi provides members with access to its Price aggregation service and Money swap solution. In order to access this service, you must provide Kaoshi with the following pull authorization:

i. I hereby authorize Kaoshi and its wholly-owned subsidiaries to obtain and use consumer/financial data procured by third party Banking API providers, about me in order to provide me with access to The Services offered by Kaoshi as well as other financial products and services offered by Kaoshi partners. In the event that I undertake of Kaoshi's credit based services, I also hereby authorize Kaoshi to share my credit report with its partners providing the credit based services.

Money Transfers from third party providers may take up to five days to be completed and may not be reflected in your bank statement until that time. You are solely responsible for ensuring there are sufficient funds in your bank account at the time of transfer and, if not, you accept responsibility for any non-sufficient fund or overdraft fees that your bank may charge as a result. You can directly contact the customer service of the money transfer providers you engage, via the Kaoshi platform.

c) Kaoshi Extension/Linked Accounts. The extension is a feature that creates accounts for you with all third-party money transfer service providers – should you decide to use the price aggregation service. The feature also enables tracking of these accounts and automatic log in, when a third-party transfer provider is selected from the Kaoshi platform. By using the Linked account Service, you grant Kaoshi and its third-party API service providers, permission to access your third-party financial accounts designated by you.

e) Forums. Kaoshi may offer features that allow users to share content, comments and opinions on financial topics with other users in the Community Forum, as well as other user discussion forum platforms (collectively, the "Forum"). Your use of the Forum is governed by these Terms of Use, as well as our community guidelines.

i) Forum content are the contributions of independent users not affiliated with Kaoshi, whose opinions are their own. Kaoshi does not guarantee the accuracy, integrity or quality of the opinions and advice posted on the Forum. Your use of any user content provided in the Forum is at your own risk.

ii) Kaoshi may, but is not required to, monitor Forum content and reserves the right to edit, correct or delete any Forum content for any reason at our sole discretion.

iii) You hereby grant to Kaoshi a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, translate, transmit and distribute any content, information or material you submit or post to the Forum, in any medium now in existence or hereafter developed, for any purpose, including commercial uses.

iv) We may terminate a user's access or ability to use the Forum, immediately, without notice, and at our sole discretion, for user's failure to comply with any terms or conditions of the Terms of Use or community guidelines.

3. Third Party Services.

b) Sharing Information with Third Parties. To use some of the Services, you may need to provide information such as credit card information, bank account numbers, and other sensitive financial information, to third parties. By using the Services, you agree that Kaoshi may collect, store, and transfer such information on your behalf, and at your sole request. More information is available in our Privacy Policy. You agree that your decision to make available any sensitive or confidential information is your sole responsibility and at your sole risk.

Money Transfer Services: Kaoshi makes no representations as to the use or disclosure of information provided to third party money transfer websites. You agree that these third-party services are not under Kaoshi's control, and that Kaoshi is not responsible for any third party's use of your information.

c) Non-Endorsement of Third Parties. The Services may contain links to third party websites and services. Kaoshi provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that Kaoshi has not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

4. Prohibited Conduct. You agree not to:

a) Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;

b) Violate or encourage others to violate the rights of third parties, including intellectual property rights;

c) Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;

d) Interfere in any way with security-related features of the Services;

e) Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making

unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;

f) Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without Kaoshi's express written permission;

g) Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or

h) Sell or otherwise transfer the access granted herein.

5. Intellectual Property and User Content. Kaoshi Services are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to Kaoshi, except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact:

Kaoshi Inc.,

16192 Coastal Highway, Lewes,

DE 19958,

United States of America

Email: info@kaoshi.network

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Kaoshi has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of Kaoshi or others.

6. Indemnification. You agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless Kaoshi from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between

you and any third party. Kaoshi reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

7. Termination. If you violate these Terms, your permission to use the Services will automatically terminate. In addition, Kaoshi in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting Customer Service at info@kaoshi.network. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but Kaoshi may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Services.

8. Modification of the Terms. Kaoshi reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

9. Disclaimers of Warranties. The Services are provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although Kaoshi seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Services, and there may at times be inadvertent technical or factual errors or inaccuracies.

a) No Warranties. Kaoshi specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Services. Kaoshi is not responsible for the loss of, damage to, or unavailability of any information you have made available through the Services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the Services.

b) No Guarantee Of Accuracy. Kaoshi does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.

c) Services Provided For Informational Purposes. The information provided through the Services is provided solely for informational, educational, or convenience purposes. Kaoshi and the Services are not endorsed by or affiliated with FINRA, and Kaoshi is not a financial institution or insurance provider. Kaoshi makes no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Services. Before making any financial decisions or implementing any financial strategy, including recommendations of third parties identified through the Services, Kaoshi

recommends that you obtain additional information and advice of accountants or other financial advisors who are fully aware of your individual circumstances.

d) No Warranties Regarding Third Parties. Kaoshi makes no representations, warranties, or guarantees, express or implied, regarding any third-party service or advice provided by a third party, or any quotes or offers provided through the Services. Kaoshi does not endorse any particular advisor or other third party. Kaoshi acts solely as an intermediary between you and third-party service providers and expressly disclaims any and all liability for any content, products, or services provided by such service providers. See Section 3, above, for more information regarding third parties and third-party services.

10. Limitation of Liability. In no event will Kaoshi be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Kaoshi has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

11. Governing. These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles. Subject to Section 12, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Kaoshi agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Delaware, for the purpose of litigating all such disputes. We operate the Services from our offices in Delaware, and we make no representation that information and materials included in the Services are appropriate or available for use in other locations.

12. Dispute Resolution by Binding Arbitration; Class Action Waiver. In the interest of resolving disputes between you and Kaoshi in the most expedient and cost-effective manner, you and Kaoshi agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction ("Agreement to Arbitrate"). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other users.

YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU AND KAOSHI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

a) Claims To Be Resolved By Binding Arbitration. You and Kaoshi agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the

subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of these Terms.

b) Exceptions. Notwithstanding Section 12(A), you and Kaoshi agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in any competent court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.

c) Arbitrator. Any arbitration between you and Kaoshi will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA, or by contacting Kaoshi.

d) Notice and Process. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Kaoshi should be addressed to: Kaoshi Inc., 16192 Coastal Highway, Lewes, DE 19958, United States of America ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and Kaoshi do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Kaoshi may commence an arbitration proceeding.

e) Fees. In the event that you commence arbitration in accordance with these Terms, Kaoshi will, at your request, reimburse you for your payment of the arbitration filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any request for payment of fees by Kaoshi should be submitted by mail to the AAA along with your Demand for Arbitration and Kaoshi will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse Kaoshi for all fees associated with the arbitration paid by Kaoshi on your behalf that you otherwise would be obligated to pay under the AAA's rules.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in the state of Delaware. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

f) **No Class Actions.** Unless both you and Kaoshi agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AND KAOSHI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

g) **Opt-Out.** If you are a new Kaoshi user, you can choose to reject the arbitration agreement contained in this Section 12 ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed in Section 12(D), above.

The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and the user name(s) and email address(es) associated with the Kaoshi account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with Kaoshi.

h) **Modifications.** If Kaoshi makes any future change to this Agreement to Arbitrate (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future change, your account with Kaoshi shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.

i) **Severability and Enforceability.** If an arbitrator or court decides that any part of this Section 12 is invalid or unenforceable, the other parts of this Section 12 shall still apply. If the entirety of this Section 12 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 11 shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.

13. Modification of the Services. Kaoshi reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that Kaoshi will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

14. General.

a) **Entire Agreement.** These Terms, together with the Privacy Policy constitute the entire and exclusive understanding and agreement between you and Kaoshi regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

b) **No Waiver.** The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the

Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

c) Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

d) Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

e) Partner Terms. In some instances, Kaoshi's third party partners require that Kaoshi users agree to be bound by some additional terms of use that are specific to particular products or services ("Partner Terms"). In the event of any conflict between the Partner Terms and Kaoshi's Terms of Use, Kaoshi's Terms of Use are overarching.