

Yoki Origins

Terms & Conditions

This Terms and Conditions (“This T&C”) sets forth the terms and conditions of use for the Yoki Origins (“This Service”) provided by Stake Technologies Pte Ltd (“Company” or any of “We” or “Us”)

Before using This Service, please read This T&C carefully. If you do not agree to This T&C and Privacy Policy, you may not use This Service.

1. Definitions.

In This T&C, unless the context requires otherwise:

- (i) **“This Website”** means the accessible from the following URL ore its successor URL:
<https://yoki.astar.network>] ;
- (ii) **“Prospective User”** shall have the meaning as defined in Article 2.1.;
- (iii) **“User”** means a Prospective User with whom This Agreement has been executed in accordance with Article2.2;
- (iv) **“This Agreement”** shall have the meaning as defined in Article 2.2.;
- (v) **“User Wallet”** shall have the meaning as defined in Article 2.1(1).;
- (vi) **“Linked Account”** shall have the meaning as defined in Article 2.1(2).;
- (vii) **“User Wallet Information”** shall have the meaning as defined in Article 3.1.;
- (viii) **“Service Modification etc.”** shall have the meaning as defined in Article 6.1.;
- (ix) **“Service Usage Information”** shall have the meaning as defined in Article 4.2.;
- (x) **“Service Fee”** shall have the meaning as defined in Article 5.;
- (xi) **“Prohibited Acts”** shall have the meaning as defined in Article 5.;
- (xii) **“Documents etc.”** shall have the meaning as defined in Article 13.1.;
- (xiii) **“Confidential Information”** shall have the meaning as defined in Article 12.1.;
- (iv) **“Intellectual Property Rights”** means copyrights, patents, utility model rights, design rights, trademarks, and any other intellectual property rights (including the right to acquire such rights or to apply for registration of such rights);
- (xv) **“This e-mail Address”** means the e-mail address that User submitted to Company as a part of an information related to Linked Account;
- (xvi) **“Linked Service”** means an external service that is linked to This Service;
- (xvii) **“Anti-Social Forces, etc.”** means a crime syndicate, a member of a crime syndicate, a person who has been a member of a crime syndicate for less than five years, a quasi-constituent of a crime syndicate, a company or organization affiliated with a crime syndicate, a general meeting house, a social or political action group, a special intelligence group, a right wing group or other antisocial group, or any other person who is equivalent to such a group;
- (xviii) **“Force Majeure”** means any of the following events or any other force majeure event:

- a Typhoons, earthquakes, floods and any other natural disasters;
- b Infectious diseases and any other epidemics;
- c War, civil war, revolution, insurrection, division of the state, or the threat thereof;
- d Fires and explosions;
- e Emergencies similar to (i) through (iv) above;
- f Failure of telecommunication service provided by telecommunication carriers that causes communication failure or interruption due to power failure or any other reasons
- g Revision, amendment, repeal, or change in interpretation of laws and regulations (including cases where the effect of such revision, amendment, repeal, or change is retroactive to the past);
- h Malware, spyware, worms or any other computer viruses of a type that cannot be prevented by ordinary security measures (including, but not limited to, computer viruses for which virus patterns, virus definition files, etc. are not provided in ordinary computer anti-virus software); or damage caused by unauthorized access by a third party;
- i Modification of all or part of the contents of the Linked Service, suspension or interruption of all or part of the provision of the Linked Service, or modification of the terms of use or any other terms and conditions of the Linked Service;
- j Reasons related to a software (including OS, middleware, and DMBS, but excluding Linked Service.), hardware or databases;
- k Search, seizure, verification, or any other compulsory dispositions pursuant to the Code of Criminal Procedure, the Act on Communications Interception for Criminal Investigation, or any other laws and regulations

2. Use of Service

- 2.1 Entity or person who wishes to use This Service (“**Prospective User**”) use This Service in one of the following ways:
 - (i) Linking a cryptocurrency wallet that the User has the authority to manage and dispose of (hereinafter referred to as “**User Wallet**” **together with the cryptocurrency wallet set forth in the next item.**) with This Service by using a method specified by the Company or a service designated by the Company;
 - (ii) Linking a Google account, X (formerly Twitter) account, or any other account of Linked Service designated by the Company (“**Linked Account**”) with This Service, and generating a cryptocurrency wallet in a manner determined by the Company.
- 2.2 When the Prospective User completes procedures described in the preceding paragraph, an agreement shall be executed between the Company and the User for the use of This Service in accordance with This T&C (“**This Agreement**”).
- 2.3 The User shall prepare, at the User's own expense and responsibility, all software programs, information terminals, communication means, and computer security

measures (including but not limited to anti-virus measures) necessary for the use of This Service.

- 2.4 If a minor uses This Service, the consent of a person with parental authority or other legal representative shall be required for all acts related to the use of This Service (including consent to This T&C.).
- 2.5 If the Company reasonably determine that the User is a citizen or resident of a country or region (including but not limited to the United States of America, China, Afghanistan, Myanmar, Syria, Yemen, North Korea, and Iran.) where the use of This Service is restricted or prohibited by applicable laws or regulations in that country, or where digital items or services sold through This Service could be construed as subject to securities regulations, or where there is a risk of such restrictions or prohibitions being applied to the User, the Company shall refuse the use of This Service by the User. In addition, for the purpose of such determination, the Company may request the User to provide us with information on the user's nationality, place of residence, permanent residency, and any other information.

3. Management of User Wallet Information.

- 3.1 User shall be responsible for managing their private keys, seed phrases, passwords, and any other information related to User Wallet (“**User Wallet Information**”), and shall take necessary measures to prevent unauthorized use by third parties. User shall be responsible for any and all actions taken by himself/herself or any third party using User Wallet Information.
- 3.2 User shall not allow any third party to use or share User Wallet Information with any third party, except as permitted by us.
- 3.3 The Company may deem all acts performed using User Wallet Information, regardless of who the actual user is, to have been performed by the User pertaining to the User Wallet Information.
- 3.4 In the event that a User’s User Wallet Information has been or may be misused by a third party, the User shall promptly notify us of such misuse and take necessary measures to avoid such misuse.

4. Purchase Digital Items etc.

- 4.1 User may purchase NFTs, digital items, and any other digital items or services through This Service by paying an amount determined by the Company by credit card payment, cryptocurrency payment, or any other manner determined by the Company (including cases in which specific conditions are attached, such as the completion of prescribed tasks). The gas fee and any other expenses for such purchase shall be borne by the User or a third party designated by the Company. For the avoidance of doubt, although the Company may provide digital goods or

services through randomness, the Company does not provide services that violate gambling or any other laws and regulations, and the Company does not guarantee that the User will be able to obtain the specific digital goods or services than the User desire.

- 4.2 A purchase agreement for the digital items or digital services described in the preceding paragraph shall be executed between User and Company when the User completes the procedures for the purchase of the digital items or digital services described in the preceding paragraph by the manner prescribed in the preceding paragraph.
- 4.3 In addition to the services provided in Paragraph 1 above, the Company may provide any and all digital services, paid or free of charge, through This Service.

5. Prohibited Acts.

With respect to the use of This Service, the User shall not engage in any of the following acts (“**Prohibited Acts**”) by himself/herself or any third party:

- (i) Any act that violates or may violate This T&C or laws and regulations;
- (ii) Any act that offends or may offend public order and morals;
- (iii) Any act that infringes or may infringe Intellectual Property Rights, portrait rights, privacy rights, honor, property, or any other rights or interests of the Company or any other third party;
- (iv) Any act that assists or encourages any of the act listed in the preceding three items;
- (v) Use by minor User without the consent of a legal representative;
- (vi) Profit sharing with Anti-Social Forces, etc. or any other act involving Anti-Social Forces, etc.;
- (vii) Harassment, slander, or any other similar act against the Company or any other third party;
- (viii) Use of This Service by impersonating other User or any other third party;
- (ix) Use of This Service for illegal or unjust purposes, or use of This Service in a manner that may damage or degrade the Company’s social reputation;
- (x) Using This Service or accessing This Service, or collecting or inputting information, by using information gathering bots, robots, scrapers, or other automated means;
- (xi) Falsifying or deleting information pertaining to the Company or other User or other information posted on the Website;
- (xii) Uploading information to This Service or This Website, transmitting such information to the Company or a third party, or making such information available for reception, that falls under any of the following or is deemed by the Company to fall under any of the following:

- a Information containing expressions that defame or discredit the Company or a third party;
 - b Information containing violent or cruel expressions;
 - c Information containing obscene expressions;
 - d Information that includes expressions that promote discrimination;
 - e Information including expressions that promote suicide, self-injury, etc. or inappropriate use of drugs;
 - f Information including illegal solicitation, advertisement, etc.;
 - g Information including expressions that may cause discomfort to others;
 - h Personal information or any other information that the User does not have the legal and legitimate right or permission to obtain, upload to This Service, or transmit to us or a third party;
 - i Information obtained in an illegal manner;
 - j Information that contains computer viruses or other harmful computer programs;
- (xiii) Any act of modifying, deleting, decompiling, disassembling, or reverse engineering programs related to This Service or the Website, or any act of using network monitoring or detection software to determine the site architecture of This Website;
- (xiv) Interfering with or impairing the consistency or security of the system of This Service, or attempting to decipher transmissions to or from the server running This Service;
- (xv) Unauthorized access or any other act that place an excessive burden on the network or system of This Service or This Website;
- (xvi) Providing services or products that are similar to or competitive with This Service, using This Service for the preparation of such services or products, or using This Service for any other purpose other than the purpose of This Service;
- (xvii) Use of This Service using a cryptocurrency wallet or Linked Account that User do not have the authority to manage and dispose of.
- (xviii) In addition to the preceding items, any act that infringes on the rights or interests of the Company or any third party;

- (i) Any Other act that the Company deem inappropriate, and that the Company has notified the User in advance with a reasonable period of time to request cancellation.

6. Service Modification etc.

- 6.1 We may change, modify, or add to This Service (“**Service Modification etc.**”) in whole or in part, or temporarily suspend or discontinue providing This Service in whole or in part, for any of the following reasons:
 - (i) When adding new functions to This Service, or changing, suspending, making private, or deleting existing functions or screen layouts;
 - (ii) When inspecting or maintaining hardware, software, telecommunications equipment, or other related equipment or systems related to This Service;
 - (iii) In the event that provision of all or part of This Service becomes difficult due to computer or telecommunication line failures, mishandling, excessive concentration of access, unauthorized access, hacking, or any other unforeseen factors;
 - (iv) In the event of security problems related to This Service;
 - (v) In the event of a Force Majeure occurs;
 - (vi) In the event that it becomes difficult to continue the operation of This Service due to the application or threat of application of laws and regulations, actions based on laws and regulations, or the establishment of new laws and regulations.
 - (vii) When Service Modifications etc. is necessary due to management reason;
 - (viii) When Service Modifications etc. is necessary due to any other reasons similar to those described in the preceding items.
- 6.2 Notwithstanding the provisions of the preceding paragraph, if the Company deems it unavoidable, the Company may do the Service Modification etc. or terminate all or part of This Service at the Company’s sole discretion.
- 6.3 In the event that the Company take any of the measures stipulated in the preceding 2 paragraphs, the Company shall notify the User to that effect. Such notice shall be given in advance in cases where such action will have a significant impact on the User or in other cases deemed necessary by the Company, but this shall not apply in cases of emergency.
- 6.4 The Company shall give notice of the preceding paragraph by posting the details and schedule on This Website or direct notification to the e-mail address.

7. Termination by User.

- 7.1 The Company may allow User to terminate This Agreement in accordance with the manner separately determined by the Company. In this case, the User shall no longer be able to use This Service from the timing when the termination takes effect, separately determined by the Company

7.2 Notwithstanding the preceding paragraph, if there are any unfulfilled obligations under This T&C, the termination by the User according to the preceding paragraph shall not take effect, and it take effects only after completing the fulfillment of such unfulfilled obligations.

8. Termination etc.

- 8.1 If the User falls under any of the following items, the Company may, without prior notice or demand, temporarily or indefinitely suspend all or part of the use of This Service, terminate This Agreement, or issue a warning or take any other measures necessary for the proper operation of This Service by notifying the user in question.
- (i) In the event that the User acts the Prohibited Acts or any other violation of any of the provisions of This T&C;
 - (ii) In the event that the User does not respond to our inquiries or any other communications requesting a response for 30 days or more;
 - (iii) If a petition is filed for commencement of bankruptcy proceedings, corporate reorganization proceedings, civil rehabilitation proceedings or special liquidation, or other similar proceedings;
 - (iv) In the event of dishonored bills, suspension of clearance of bills, or suspension of bank transactions;
 - (v) In the event of provisional seizure, attachment, provisional disposition, or in the event that the auction procedure is initiated, or when a provisional seizure is received due to delinquent payment of taxes and dues;
 - (vi) In the event of discontinuation of business, dissolution, or any other suspension of business activities;
 - (vii) In the event that the User whereabouts become unknown due to reasons attributable to the user.
 - (viii) In addition to the preceding items, if the Company reasonably determines that allowing the User to use This Service is inappropriate.
- 8.2 Termination based on the preceding paragraph shall not preclude the Company from claiming compensation for damages from the User, and the User who has been terminated shall naturally forfeit the benefit of the term and must immediately repay all debts owed to the Company.

9. Intellectual Property Rights.

Intellectual Property Rights and any other rights to any and all content and any other creations (including but not limited to digital items and digital services stipulated in Article 4.1.) provided by the Company to Users in connection with This Agreement or provided by the User to the Company shall belong to the Company.

10. Compensation for Damages

- 10.1 In the event of any damage to the Company or any third party caused by User's violation of This T&C or User's willful misconduct or negligence in connection with the use of This Service, the User shall indemnify the Company for all such damages (including reasonable attorneys' fees).
- 10.2 Even in the event that the Company is liable to the User for damages in connection with This Service, whether for default, tort, or any other cause, the scope of our liability shall be limited to direct, actual, and ordinary damages, and the total amount of the consideration for the digital items or digital services stipulated in Article 4.1 purchased by User up to the time of occurrence of such damages, which the Company has actually received from the relevant user.

11. No Warranty, Disclaimer etc.

- 11.1 The Company does not warrant the following items, and shall not be liable for any damages arising out of or in connection with the following items, except in the case of willful misconduct or gross negligence on the part of the Company:
 - (i) That This Service is suitable for the User's specific purpose or has the functionality, commercial value, accuracy, usefulness, or completeness that the user expects;
 - (ii) That This Service or the Linked Service conforms to applicable laws and regulations, or is continuously available.
 - (iii) That This Service conforms to the terms of use of the Linked Service or that This Service can be continuously linked with the Linked service;
 - (iv) This Service does not infringe on the rights or interests of any third party.
- 11.2 Except as otherwise required by law, the Company shall not be obligated to store any information provided by the User. User shall store such information at their own risk and expense.
- 11.3 Any dispute arising between the User and a third party in connection with This Service or This Website shall be resolved by the User at its own responsibility and expense. Although the Company shall endeavor to resolve such disputes from a neutral standpoint, the Company shall not assume any obligation, responsibility, or burden with respect to the resolution of such disputes. If the Company deems it necessary to resolve the dispute and ensure the integrity of This Service, the

Company may confirm the facts with the User who is a party to the dispute, and the User shall cooperate with the Company's confirmation of the facts.

- 11.4 The User shall be responsible for and bear all taxes and public charges imposed on the User arising out of or in connection with the use of This Service, and the Company shall not be obligated to confirm the type, amount, status of payment, etc. of such taxes and public charges of User.
- 11.5 Neither the Company nor the User shall be liable for any delay, failure to perform or any other failure to properly perform its obligations under This Agreement due to or in connection with Force Majeure.
- 11.6 Except in the case of willful misconduct or gross negligence on the part of the Company, the Company shall not be liable for any of the following damages incurred by the User, irrespective of default of obligation, tort or any other cause:
- (i) Damage caused by a malfunction or lack of performance of the internet connection service for use of This Service or any other connection environment of the User;
 - (ii) Damages incurred as a result of the termination pursuant to the Article 10.;
 - (iii) Damages incurred due to inadequate management or error in use of the User Wallet Information by the User, or use of the User Wallet Information by a third party;
 - (iv) Damages incurred by loss or misplacement of the user's User Wallet Information by the user;
 - (v) Damages incurred due to the User's failure to comply with procedures, security standards, etc. set forth by the Company;
 - (vi) Damages caused by errors, bugs or other malfunctions of This Service;
 - (vii) Damages caused by malfunction or loss of terminal equipment used by the User, malware, spyware, worms, or any other computer viruses or hacking, cracking or any other unauthorized access by a third party;
 - (viii) Damages caused by falsehoods, errors, omissions, or omissions of changes in the information submitted as an information related to Linked Account;
 - (ix) Damages incurred as a result of actions taken by the Company pursuant to This T&C (including termination of This Agreement).

12. Confidentiality.

- 12.1. User shall keep confidential any and all information that the Company designate as confidential and disclose in connection with This Service or This User Agreement ("**Confidential Information**").
- 12.2. User may use the Confidential Information solely for the purpose of using This Service or fulfilling your obligations under This Agreement, and User shall not disclose, divulge, or publish the Confidential Information to any third party without our prior written consent.

13. Exclusion of Anti-Social Forces, etc.

- 13.1. User and its officers represents and warrants that he/she does not fall under the category of Anti-Social Forces, etc. and will not fall under such category in the future.
- 13.2. We and the User shall ensure that he/she will not commit any of the following acts by himself/herself or any third party:
 - (i) Violent acts of demand
 - (ii) Unreasonable demands beyond legal responsibility
 - (iii) Threatening words or deeds, or using violence
 - (iv) Acts of damaging the Company's credibility or obstructing the Company's business by spreading false rumors, using deceptive means or force
 - (v) Involvement with Anti-Social Forces, etc., regardless of the method or manner.
- 13.3. In the event that a User is found to fall under the Anti-Social Forces, etc., the Company may terminate This Agreement immediately and prospectively by giving notice to the User.
- 13.4. We shall not be liable to compensate for any damages incurred by the User as a result of the termination under the preceding paragraph.

14. Notification.

- 14.1. Except as otherwise provided in This T&C, notices and other communications to User by the Company shall be made by posting on the Website, sending an e-mail to This e-mail Address, or by other means determined by the Company.
- 14.2. In the event that We send a notice or any other communication to This e-mail address or any other contact information submitted by the User as an information related to Linked Account, the User shall be deemed to have received such communication at the time it arrives.
- 14.3. Except as otherwise provided in This T&C, any inquiries regarding This Service or any other notice or other communication from the User to the Company shall be made by sending an e-mail to an e-mail address separately designated by the Company or by other means determined by the Company.

15. Modification of This T&C.

- 15.1 In any of the following cases, we may change This T&C by specifying the effective date of the change, publicly announcing the fact that This T&C are being changed, the content of the changed This T&C and its effective date by posting the revised This T&C on the Website, or by other appropriate means:
- (1) If the content of the modification is compatible with the benefit of the User;
 - (2) If the content of the modification is not contrary to the purpose of This T&C and is reasonable in light of the necessity of the modification, the reasonableness of the content after the modification, and other circumstances related to the change.
- 15.2 Any modification of This T&C pursuant to the preceding paragraph shall take effect from the effective date of the preceding paragraph, and the modified This T&C shall apply to the User.
- 15.3 If the User continues to use This Service after the modification of This T&C takes effect, the User shall be deemed to have agreed to the modification of This T&C.
- 15.4 If the User does not agree to the modification of This T&C, the User may terminate This Agreement by notifying the Company through procedures separately determined by the Company no later than one day prior to the effective date of the modification stipulated in Paragraph 1.

16. No Assignments

- 16.1 User shall not assign, transfer (including in the event of a merger or corporate split), pledge as collateral, or otherwise dispose of its position under This Agreement or its rights or obligations under This Agreement to any third party without prior written consent of the Company.
- 16.2 In the event that we transfer (including mergers, corporate divestitures, and any other cases in which This Service is transferred.) all or part of our business pertaining to This Service to the third party, we may, upon such transfer, transfer to the transferee the contractual status, rights, and obligations based on This Agreement, as well as any and all information regarding the User we obtained through This Service, and the User shall consent to such transfer in advance.

17. Severability

Even if any provision of This T&C or part thereof is determined to be invalid or unenforceable under any law or regulation, the remaining provisions of This T&C or the remaining portions of provisions that are determined to be invalid or unenforceable in part shall remain in full force and effect. In such a case, we and the User shall endeavor to modify the invalid or unenforceable provision or portion thereof to the extent necessary to make it legal and enforceable, and to ensure that the intent, legal and economic effect of the invalid or unenforceable provision or portion thereof is equivalent.

18. Language

Although we may provide translations of This T&C in English or other languages, the Japanese version of This T&C shall prevail (hereinafter in this article, the Japanese version shall be referred to as “Japanese T&C”, and the other language version as “Other Language T&C”). However, in the event of conflict or discrepancy between the Japanese T&C and Other Language T&C, the Japanese T&C shall prevail and the Other Language T&C shall be interpreted and applied so as to conform to the Japanese T&C.

19. Good Faith Consultation.

We and the User shall, in addition to the laws and regulations and commercial practices, consult with each other in the spirit of good faith to resolve any questions of interpretation regarding This T&C, matters not stipulated in This T&C, and other matters related to This T&C.

20. Governing Law and Jurisdiction.

20.1 This T&C and This Agreement shall be governed by and construed in accordance with the laws of Japan.

20.2 The Tokyo District Court shall have exclusive jurisdiction in the first instance over any litigation or other dispute arising out of or in connection with This T&C or This Agreement.
