

Terms of Use

Updated: September 25, 2018

NINJA Platform

Welcome to the NINJA Platform! This Terms of Use (together with our Privacy Policy, incorporated herein by reference, the “Agreement”) is a legal agreement between you and NINJA Platform (“NINJA Platform” or “we”). By accessing our website NINJAPlatform.com (the “Site”), you agree to comply with and be legally bound by the Agreement. If you do not agree, please do not access our Site. Our Site is not for minors (persons under 18 or under the legal age in your jurisdiction). If you are minor, then please do not use the Site.

What We Do

NINJA Platform is an online blockchain technology-based fundraising platform. We provide online fundraising tools carried out with the help of blockchain technology and smart contracts to individuals and entities that wish to raise cryptocurrencies for businesses and projects they care about (the “Services”). Each person or entity that creates a business project (a “Project Creator”) can set up a project page where they can post stories, photos, audio clips, and videos about their business project and receive cryptocurrency transfers from those who support the project (the “Backers,” and together with Project Creators and visitors to the Site, “Users”). Through our search tools, all visitors to the Site can search through all of the business projects and choose to provide their cryptocurrencies to the ones that they wish to support. Even though anyone can become a Backer by contributing cryptocurrency towards any business project, only Backers can become Project Creators and create their own campaigns on the Site.

NINJA Platform only provides a technology platform that allows Project Creators to connect with Backers. By providing cryptocurrency to a project, Backers enter into contracts directly with Project Creators. NINJA Platform is not a party to those agreements. All dealings are solely between Users. We make no representations about the quality, safety, morality or legality of any project or the truth or accuracy of any User Content that appears on the Site. We do not guarantee that provided cryptocurrency will be used as promised or that the business projects will reach their goals. Those who access or use the Service do so at their own risk and volition and are solely responsible for compliance with applicable law.

Eligibility to Use the Site

You may view Content on the Site without registering, but as a condition for certain aspects of the Service, you may be required to register on the Site and create an account. This process includes selecting a screen name and a password. When creating an account, you represent and warrant that:

- (a) all information you submit is truthful, current, complete and accurate;
- (b) your use of the Service does not violate any applicable law or regulation; and
- (c) you are at least 18 years of age (or a legal age in your jurisdiction) or have received parental consent and supervision when using the Service and your parent or legal guardian also agrees to be bound by this Agreement and agrees to be responsible for your use of the Service.

We reserve the right to terminate your account, your project and your use of the Site at any time, for any reason at our sole and absolute discretion.

Project Creators’ Additional Representations

If you are a Project Creator, you additionally represent and warrant that:

- (a) You are raising cryptocurrency for a cause or activity that is legal under all applicable federal, state and local laws and regulations;

(b) You will use all raised funds solely for the purpose you have stated on the Site, and under no circumstances may you use the funds for any other purpose;

(c) You will comply with any applicable obligation of registration or licensing requirements if you offer digital tokens, which may therefore be considered an offer of shares or units in a collective investment scheme; and

(d) You will comply with any applicable tax obligations in your jurisdiction

arising from receiving of cryptocurrency.

You understand and agree that, if asked by NINJA Platform, you will be required to provide supplementary information about yourself or your organization. You authorize NINJA Platform to conduct background inquiries.

Backers' Additional Representations

If you are a Backer, you additionally represent and warrant that any cryptocurrency transfer that you make through NINJA Platform is legal in your jurisdiction. We will not be held liable for any loss or damages due to your non-compliance.

Further, you agree that your use of the Service and reliance upon any of the materials available at the Site is solely at your own risk. You should ask questions and investigate any project and Project Creators to the extent you feel is necessary before you make a cryptocurrency transfer. While we take reasonable efforts to review projects for compliance with the eligibility requirements, we do not verify, endorse or control any of the information on the Site (outside of official documentation).

All cryptocurrency transfers are made voluntarily and at your sole discretion and you realize all risks of using cryptocurrency and blockchain technology, which are generally understood and recognized in accordance with the warnings of the financial regulators of countries across the world, as well as the risks specified in this agreement.

Intellectual Property

The Site contains trademarks, service marks and domain names owned by NINJA Platform or other third parties. Unless specifically noted that such trademarks, service marks or domain names belong to a third party, NINJA Platform owns all trademarks, service marks and domain names displayed on the Site, whether registered or unregistered, including but not limited to, the name NINJA Platform, our logo, our design patterns and our other graphics, NINJAPlatform.com website trade dress, and other indicia of origin of NINJA Platform products and services. The use of our intellectual property is strictly prohibited, unless we have granted our prior written consent.

The content of the Site, including text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and any other works of authorship, both individually and as they are compiled on the Site (the "Content"), and software used on this Site, are the property of NINJA Platform or third parties, and are protected by copyright and other Singapore and foreign intellectual property and related laws, rules and regulations. The Content includes both material owned or controlled by NINJA Platform ("NINJA Platform Content"), and material owned or controlled by third parties and licensed to NINJA Platform, including User Content (as described below). Any use of the Content not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other laws. You agree to abide by all copyright notices, information, or restrictions contained in or attached to any of the Content.

License Grant

We hereby grant you a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Service and the Content subject to your eligibility and your continued compliance with this Agreement. We are not responsible to ensure, and disclaim any responsibility for, your ability to open, use or view the Content we provide. As between you and us, we retain all right, title and interest in and to the Content (other than your own User Content), and all related intellectual property rights. We reserve all rights not granted in this Agreement.

User Content

As a User of the Site, you may create business projects, post, upload, publish, submit or transmit your comments, reviews, opinions, videos, and other content ("User Content"). We do not guarantee any confidentiality with respect to any User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant that:

(a) you own or have the necessary permissions to your User Content to enable use of the User Content in the manner contemplated by this Agreement;

(b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content, will infringe, misappropriate or violate a third party's patent, trademark, trade secret, copyright or other proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and

(c) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person.

For clarity, you retain all of your ownership rights in your User Content. By submitting your User Content to the Site, you hereby grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licenseable and transferable license to (and to allow others acting on our behalf to) access, view, use, reproduce, adapt, modify, distribute, sell, stream, broadcast, prepare derivative works of, publicly display, publicly perform and otherwise exploit such User Content in connection with the Service and our business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any and all media formats and through any and all media channels.

We neither endorse the content of your communications, postings or data, nor assume any responsibility for any threatening, libelous, obscene, harassing or offensive material contained in such materials or any crime facilitated by use of the Site. You agree to hold us and our affiliates, employees and agents free of responsibility for any potentially damaging User Content posted by you.

Unsolicited Idea Submissions

We are always happy to hear from our Users and are grateful for your comments and suggestions how to improve our Services. The following policy applies to all third party submissions of ideas, comments, suggestions, improvements, proposals or materials:

(a) all submissions are non-confidential and non-proprietary;

(b) we will not be liable for any use or disclosure of any submission; and

(c) we can use the submission for any purpose whatsoever, commercial or otherwise, without compensation to the submitting person.

Prohibited Activities

By accessing and using the Site, you agree that you will not use the Site and the Service for any unlawful or prohibited purpose. You may not attempt, through any means, to gain unauthorized access to any part of the Site or the Service, other account, computer system or network connected to our server. NINJA Platform reserves the right, in its sole and absolute discretion, to monitor any and all use of the Site and remove any User Content at any time.

Without limiting the foregoing, you will not use the Site and the Services to:

(a) post or otherwise transmit any User Content that (i) is unlawful, false, misleading, inaccurate, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of

another's privacy, hateful racially, ethnically or that encourages conduct that would be considered a criminal offense, give rise to civil liability, or is otherwise objectionable; (ii) depicts or advocates the use of illicit drugs; (iii) makes use of offensive language or images; (iv) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (v) poses or creates a privacy or security risk to any person; (vi) infringes any intellectual property or other proprietary rights of any party; (vii) are "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (viii) 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 (ix) in the sole judgment of NINJA Platform, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose NINJA Platform or its users to any harm or liability of any type;

(b) violate any applicable local, state, national, international or other law or regulation, or any order of a court, including without limitation, rules about intellectual property rights, the Internet, technology, data, email or privacy;

(c) access the Site and the Content from territories where such website and consent are illegal or strictly prohibited;

(d) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;

(e) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

(f) interfere with, disrupt or damage the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(g) use the Services to transmit, distribute, post or submit any information concerning any other person without their permission;

(h) harvest or collect email addresses or other contact information of other Users by electronic or other means without their consent;

(j) "stalk" or harass any other User or collect or store any information about any other User;

(k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services;

(l) register for more than one user account or register for a user account on behalf of an individual other than yourself;

(m) transfer or sell your account and/or username to another party;

(n) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(o) use automated scripts to access, search collect information or otherwise interact with the Services (including without limitation robots, spiders or scripts) or use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;

(p) other than with respect to your own User Content, (i) use, reproduce, duplicate, copy, sell, resell or exploit the Content; (ii) compile a collection of Content, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise; or (iii) otherwise remove any text, copyright or other proprietary notices contained in the Content;

(q) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction;

(r) modify, translate, or otherwise create derivative works of any part of the Service; or

(s) advocate, encourage, or assist any third party in doing any of the foregoing.

Acknowledgements

You agree and understand that by posting User Content in the future on the platform, you will be exposing your information and knowledge to others. Under no circumstances will NINJA Platform be liable for any consequences resulting from you sharing your information with other people, including, but not limited to, for any errors or omissions, or for any loss, injury or damage of any kind incurred as a result of such actions. You release NINJA Platform from any claims related to the sharing of your information through the Site, including personally identifiable information. You acknowledge that NINJA Platform has no control over, and no duty to take any action regarding: which persons gain access to your information; how they use such information and what effects this may have on you.

Success fees

NINJA Platform charges success fees as follows:

(a) a fee of 5% per transaction of an ICO after it has successfully reached 50% of its goal funds;

All success fees charged by NINJA Platform are carried out with the help of smart contracts and are not refundable.

After a business project has ended, NINJA Platform remits all transferred cryptocurrency (less any license fee) to the Project Creator in the form of a transfer from ETH account of the campaign to the Project Creator's ETH wallet. If the project is found to be in violation of the terms of this Agreement, NINJA Platform reserves the right to terminate the project and the Project and initiate Refund.

Creator's user account and return funds to Backers.

NINJA Platform does not warrant that funds will be used for any particular purpose and is not responsible for any misuse of the funds by the beneficiary or user. In addition, cryptocurrency transfers made on NINJA Platform are carried out with the help of smart contracts and nonrefundable. NINJA Platform cannot reverse a blockchain transaction which has been communicated to and confirmed by the blockchain network. After NINJA Platform transfers funds to the Project Creator, all further dealings are solely between you and such organizations and individuals. By using this Site you understand and agree that NINJA Platform shall not be responsible for any losses or damages incurred as a result of any project. In the event of a dispute between users (including but not limited to project creators, donors, beneficiaries, and third parties), you agree to release NINJA Platform, its employees, agents, affiliates, directors, officers, representatives, subcontractors, advisors and volunteers or anyone else who has participated in the creation, development or delivery of this Site from all claims, damages and demands that may or may not be known, suspected or related to such disputes about our Service. Although NINJA Platform shall not be held liable for the actions of a Project Creator, NINJA Platform reserves the right to terminate any business project and remove the business project and/or User at any time and for any reason.

Users and/or beneficiaries have full responsibility for all applicable taxes for funds paid. User agrees to indemnify, defend and hold NINJA Platform harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on NINJA Platform by the relevant taxing authorities with respect to any funds paid.

External Links

This Agreement applies only to the Site and the Services. In using the Services, you may be exposed to content and information, for example, data, text, files, information, usernames, graphics, images, photographs, profiles, audio, video, messages, services or links, from other users or third parties such as producers ("Third-Party Content"), either at the Site or through links to third-party websites or mobile applications. Because we do not review, monitor, operate or control any such Third-Party Content, you acknowledge and agree that we are not responsible for the availability of

such websites or mobile applications and do not endorse and are not responsible or liable, directly or indirectly, for any content, advertising, products, services or other materials on or available from such websites or mobile applications. We make no guarantees, representations or warranties as to, and shall have no liability for, any content delivered by any third party, including, without limitation, the accuracy or subject matter of any content, or the use of any personal information you provide to any such website. You acknowledge and agree that use of such links is entirely at your own risk. We may discontinue links to any other website or mobile applications at any time and for any reason.

Disclaimer of Warranties

ALL INFORMATION AVAILABLE AT OUR SITE IS PROVIDED ON "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NINJA Platform DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SITE AND THE SERVICES IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE SERVICES YOU OBTAIN THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, WILL BE OF A CERTAIN QUALITY, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR THE TECHNOLOGY THAT MAKES IT AVAILABLE, ARE IMMUNE TO HACKER ACTIVITY, ELECTRONIC OR NON-ELECTRONIC TAMPERING, COMPUTER CRIME OR THEFT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE AND SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE. YOU (AND NOT WE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHERS. YOU UNDERSTAND THAT NINJA Platform DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS POSTED ON THE SITE.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

IN NO EVENT SHALL NINJA Platform (FOR PURPOSES OF THIS SECTION, "NINJA Platform" OR "WE" INCLUDES NINJA Platform'S EQUITY HOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS, REPRESENTATIVES OR AFFILIATES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR THE SERVICES OR WITH THE DELAY OR INABILITY TO USE THE SITE OR THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE AND THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OF INFORMATION THROUGH THE SITE, INJURY TO PERSONAL PROPERTY, BODILY INJURY OR EMOTIONAL DISTRESS, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY AGREE THAT WE WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR THE SERVICES. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SITE OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification

You agree to defend, indemnify and hold harmless NINJA Platform, our subsidiaries and affiliated companies, and their officers, employees, directors, contractors and agents, from and against any and all claims, causes of actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) and all amounts paid in settlement arising out of, connected with, or accruing from (a) your access to or/and use of the Site, the Services or the Content; (b) your violation of this Agreement, (c) your violation of any applicable law; (d) your User Content, or (e) your interaction with any User. NINJA Platform may assume the exclusive defense and control of any matter for which you have agreed to indemnify NINJA Platform and you agree to assist and cooperate with NINJA Platform in the defense or settlement of any such matters.

English Language

In the event of a conflict between these Terms and a foreign language version of our Terms of Use, the English language version of these Terms govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

International Use

We do not represent or warrant that the Site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations, including laws regulating the export of data. We may limit the availability of the Site, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion. Accessing the Site is prohibited from territories where the Site's Content is illegal.

Cooperation with Authorities and Police Enforcement

We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the Service when requested.

Modifications

We may occasionally modify the Terms of Use or the Privacy Policy. All changes will be effective upon posting on the Site. You can determine when the Terms of Use or the Privacy Policy were last revised by referring to the "Last Updated" legend at the top of the page. You agree to be bound by any such changes if you continue to use the Site after such changes have been posted. We may change, restrict access to, suspend or discontinue the Site, or any portion of the Site, at any time.

Right to Discontinue Services; Termination

NINJA Platform may, in our sole discretion and without liability to you or to any third party, with or without cause, with or without notice, suspend or discontinue, temporarily or permanently, the Site, the and the Services (or any part thereof) and/or deactivate or cancel your NINJA Platform account or Project. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR TERMINATION OF YOUR ACCESS TO THE SITE OR THE SERVICES.** All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Copyright Notice Policy

NINJA Platform respects copyright law and expects its Users to do the same.

No Legal Advice

Nothing contained in this Agreement or the Service constitutes legal advice. If you have any questions regarding your legal rights and legal obligations, you should consult with your attorney.

Notification Procedures

You agree that NINJA Platform may provide notifications to you via email or through posting on our Site.

Absence of guarantees of income or profit

There is no guarantee that Ninja Tokens will grow in value. If it happens, there are no guarantees that the rate of Ninja Tokens will not decrease, including significantly, due to some unforeseen events, or events over which the developers have no control, or because of force majeure circumstances.

Risks associated with Ethereum

Any failure or malfunctioning of the Ethereum protocol may lead to the trading network of Ninja Tokens working unexpectedly.

Regulatory uncertainty

Blockchain technologies are subject to supervision and control by various regulatory bodies around the world. Ninja Token may fall under one or more requests or actions on their part, including but not limited to restrictions imposed on the use or possession of digital tokens such as Ninja Tokens, which may slow or limit the functionality or repurchase of Ninja Tokens in the future.

By sending cryptocurrency to purchase Ninja Tokens from us, you represent and warrant that:

Your purchase of Ninja Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to,

(i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Ninja Token and entering into contracts with the NINJA Platform,

(ii) any foreign exchange or regulatory restrictions applicable to such purchase, and

(iii) any governmental or other consents that may need to be obtained;

(b) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Ninja Tokens; and

(c) You are not a citizen or resident of a geographic area in which acceptance of delivery of the Ninja Token is prohibited by applicable law, decree, regulation, treaty, or administrative act.

The regulatory status of the Ninja Token and distributed ledger technology is unclear or

unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ninja Token. It is likewise difficult to predict how or whether legislatures or

regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including Ninja Tokens. Regulatory actions

could negatively impact the Ninja Token in various ways, including, for purposes

of illustration only, through a determination that the purchase, sale and delivery of the Ninja Token constitutes unlawful activity or that the Ninja Token are a regulated instrument that require registration or licensing of those instruments or

some or all of the parties involved in the purchase, sale and delivery thereof. NINJA Platform may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Quantum computers

Technical innovations, like the development of quantum computers, may pose a danger to cryptocurrencies, including Ninja Tokens.

Risk of losing funds

Funds collected in fundraising are in no way insured. If they are lost or lose their value, there is no private or public insurance representative that buyers can reach out to.

Returning funds

If a campaign does not end successfully, is canceled by its Project creator or moderators, the funds are returned to the wallets of those users who transferred funds to the wallet of the smart campaign. Fees charged by NINJA Platform are non-refundable even if a campaign does not end successfully.

Risks of using new technologies

Ninja Tokens are a new and relatively untested technology. In addition to the risks mentioned in this document, there are certain additional risks that the team of the NINJA Platform platform cannot foresee. These risks may manifest themselves in other forms of risk than those specified herein.

Integration

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Contract. All previous agreements, discussions, presentations, warranties, and conditions are combined in this document. There are no warranties, representations, conditions, or agreements, express or implied, between the parties, except those explicitly stated in this Agreement. This Agreement may be changed or amended only by a written document duly executed by the parties.

Miscellaneous

- **Reservation of Rights.** We reserve all rights not expressly granted by this Agreement.
- **Dispute resolution.** This Agreement shall be governed by and construed in accordance with the laws of Estonia.
- **Material Terms.** You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by us to provide the Site.
- **If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, that term or provision will be deemed modified to the extent necessary to render such term or provision enforceable, and the terms and conditions hereunder will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of this Agreement.**
- **Assignment; Waiver.** You may not transfer, assign or delegate any of your rights, obligations or privileges hereunder; we may do so at any time. Any assignment of the foregoing other than as provided for in this section shall be null and void. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
- **Complete Agreement.** This Agreement, including any references mentioned and incorporated herein, together with such changes as may be subsequently made by we, constitutes the complete agreement between you and us, our subsidiaries, affiliated companies, licensors, and those third parties assisting in the operation of the Site with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral. This Agreement may not be amended by the user. This Agreement supersedes any previous quotations, correspondence, or other communications, written or oral, between you and us.

Questions about Our Terms of Use

If you have any questions or concerns regarding this Agreement, you may contact us by e-mail at TheNinjaPlatform@gmail.com and kyano@interacthub.io