

# TERMS OF SERVICE

## Hello and welcome to Kattana!

This Terms of Service ("Terms") govern your use and access of our website accessible at <https://kattana.io> (the "Site"). By using or accessing the Site, you agree to be bound by these Terms as well as our Privacy Policy. By visiting our Site, you are agreeing to these Terms, so please read carefully. These Terms outline approved uses of Site, various licenses that we grant to you, and licenses that you grant us. If you do not agree to these Terms, do not use or access the Site. Please note: Kattana Ltd is referred to as "Kattana", "Company", "we", "us" or "our". "You" and "your" refers to anybody who accesses or uses, in any way, the Site. If you are accessing or using the Site on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, "you" and "your" will refer to that entity.

**IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE SITE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW SECTION 9 BELOW FOR DETAILS REGARDING ARBITRATION.**

Anyways, in case of questions feel free to contact us at [info@kattana.io](mailto:info@kattana.io)

## Disclaimers

Please be aware that Kattana's project is using the cutting-edge technology such as blockchain, smart contracts and zero-knowledge proofs, which involve some risks as described below.

Using our Site means that you understand and accept all the described herein risks. Otherwise, please immediately stop using our Site. Also, in addition to all the risks described herein, there are other known and unknown risks associated with the use of the Site and Kattana's solutions. If you have any questions, comments, or suggestions, please contact us via email: [info@kattana.io](mailto:info@kattana.io)

You understand and agree that we are providers of software Site and do not custody, control or manage user funds in any manner whatsoever. The Site enable access to an online, decentralized and autonomous protocol and environment, and associated decentralized networks, that are not controlled by the Company. We do not have access to your private key and cannot initiate a transfer of cryptocurrency or otherwise access your Virtual Currency. We are not responsible for any activities that you engage in when using your wallet, or the Site, including the Site. Information displayed through the Site including "APRs" and information about prices, Liquidity and Pools are provided by third parties and/or calculated for informational purposes and we do not provide any warranties such information. Kattana cannot and does not represent or guarantee that any of the information available through our Site is accurate, reliable, current, complete or appropriate for your needs. The information displayed through the Site including "APRs" and information about prices, Liquidity and Pools are provided by third parties and/or calculated for informational purposes. Your use of any third-party scripts, indicators, ideas and other content is at your sole risk. You expressly understand and agree that your use of the Service is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Site and the code proprietary or open source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Site, code and any related information are accurate, complete, reliable, current or error-free.

The Site (including the Site) are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Kattana has no control over, and no duty to take any action regarding: which users gain access to or use the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Kattana from all liability for you having acquired or not acquired Content through the Site. Kattana makes no representations concerning any Content contained in or accessed through the Site, and Kattana will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site.

You acknowledge that Kattana is not responsible for transferring, safeguarding, or maintaining your private keys or any Virtual Currency associated therewith. If you lose, mishandle or have stolen associated Virtual Currency private keys, you acknowledge that you may not be able to recover associated Virtual Currency, and that Kattana is not responsible for such loss. You acknowledge that Kattana is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

You further acknowledge that blockchain applications are code subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Site or Content and the trustworthiness of any third-party websites, products, smart-contracts, or Content you access or use through the Site. You further expressly acknowledge and represent that blockchain applications can be written maliciously or negligently, that Kattana cannot be held liable for your interaction with such applications and that such applications may cause the loss of property or even identity. This warning and others later provided by Kattana in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Site or Content. To the maximum extent permitted under applicable Law and the Site (and any of their content or functionality) provided by or on behalf of us are provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Site (including any related data) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Site are correctable or will be corrected.

## Site

The Site provides a user interface that displays price information on Virtual Currency and otherwise facilitates your ability to execute Virtual Currency transactions with other users. Also, Kattana Rights such modern deficiencies as lack of quality historical data, slow processing of a large volume of data, API possibilities within prosperous market solutions. Kattana is not in any way involved in any such transactions even when the Site are used in any way to execute the transaction. Together with facilitating users' ability to execute Virtual Currency transactions, Kattana additionally provides users with great features as scalable charts, informative trading panel with market and limit orders, depth analysis of ERC-20 addresses (P&L, profitability, etc.). In addition, Kattana is also an informative platform that aggregates cryptocurrency news. All together is packed in simple UI & UX design. All the transactions related to the Site are executed outside of Kattana's direct or indirect control.

Kattana does not interact with the Virtual Currency involved at any stage of the transaction. The Site are constantly changing, so you might see features come and go as we continue to improve our experience and Site for users. The Site include: a user interface that enables access to an online, decentralized and autonomous protocol and environment that renders price information and autonomous smart contract mechanisms of digital assets ("Virtual Currency"); aggregate cryptocurrency newfeed; a tool to deeply analyse ERC-20 address; full of features trading panel. Kattana is primarily a developer of software and Site. Be aware that while the Site provide an interface to submit instructions to other Kattana users to effectuate Virtual Currency transactions, all the transactions performed via the Site are executed peer-to-peer directly between the users' digital wallet through a smart contract. Your use of the Site is at your own risk and solely at your sole discretion. We do not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing Site, and we have no oversight involvement, or control with respect to your Virtual Currency, or related transactions including instructions made through the Site. Furthermore, we do not transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any Virtual Currency, security, financial instrument, or other digital or physical asset and transactions are performed on the third-party platforms, subject to any associated third-party terms.

We reserve the right in our sole and absolute discretion to make changes to how we operate and provide our Site, including adding new site, modifying existing Site, or suspending, discontinuing, or terminating your access to any or all portions of our Site. Our new sites may be subject to additional terms and conditions, which are posted separately from these terms but are incorporated and form a part of these Terms if you decide to use or access those features.

## Your actions

We do not control your transactions and stop a transaction or attempt to reverse a transaction after it occurred. There are some strict rules: do not in any way harm Kattana, Site or other users. And also: you're ultimately responsible for any transactions/decisions/conclusions as relevant to the Site. Please review, obtain, or otherwise seek additional information or support before performing a transaction in Virtual Currency. By using or accessing the Site, you represent and warrant that you understand that there are inherent risks associated with Virtual Currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that the Company is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Site facilitate your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or Virtual Currencies and cannot and do not ensure that any transaction details you submit or receive via our Site will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding your transactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information provided through the Site does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Company.
- None of the information provided through the Site is financial, investment, legal or any other professional advice or advice as such; all the information provided through the Site is of statistical and announcement nature only.
- Kattana does not act as an agent for any of the users.
- Kattana does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation.
- You are solely responsible for reporting and paying any taxes applicable to your use of the Site.
- Although it is intended to provide accurate and timely information on the Site, the Site or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or relevant tools are your sole responsibility.
- Kattana cannot and will not be liable for any loss or damage arising from your failure to comply with this Terms.

In order to allow other users to have a full and positive experience of using the Site you agree that you will not use the Site in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- Is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your cryptographic wallet or anyone else's (such as allowing someone else to log in to the Site as you);
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Violates the security of any computer network, or cracks any passwords or security encryption codes;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Site.

As it has been already stated, we only provide you with the relevant interface and software and neither has control over your transactions, nor encourages you to perform any. Any transaction performed by you via the Site remains your sole responsibility as well as any decisions and conclusions made using the info provided at the Site.

However, if you, at your sole discretion, decide to perform a transaction, we would like to friendly advise you to be aware of the following:

- InfringeBefore performing Virtual Currency transactions, it is worth (a) having the necessary technical expertise and ability to evaluate the secure operation of your digital wallet or any use of our Site; (b) having the knowledge and information to solely evaluate the risks and compliance requirements under applicable laws of any use of the Site, as well as any risks associated with the Virtual Currencies generally.
- The transaction details you submit via the Site may not be completed, or may be substantially delayed, by the relevant blockchain used to process the transaction. There are no warranties or guarantees that a transfer initiated on the Site will successfully transfer title or right in any Virtual Currency. Once transaction details have been submitted to a blockchain, we cannot assist you to cancel or otherwise modify your transaction or transaction details.
- If you experience any problem with any Virtual Currency purchased from or sold to a third party through the Site, you bear the entire risk.
- You are solely responsible for securing your private key(s). Kattana does not have access to your private key(s). If you lose your key(s), you won't be able to use your funds on the Ethereum blockchain or another network.
- Decisions to buy, sell, hold or trade in Virtual Currencies risk and are best made based on the advice of qualified financial professionals. Any trading in Virtual Currencies involves a risk of substantial losses. Before undertaking any transactions, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through Kattana or our Site.

## Eligibility

Using the Site you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Site, (c) are not located, established or registered in any of the jurisdictions enlisted below titled "Prohibited Localities."

You may not use the Site if you are otherwise barred from using the Site under applicable law.

You are solely responsible for following all laws and regulations applicable to you and your use or access of the Site. If your use or access of the Site conflicts with any applicable law, rule or regulation, you may not use the Site.

By using or accessing the Site, you represent to us that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or excluded or denied persons, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or any other government authority.

We make no representations or warranties that the information, products, or Site, or our Content (defined below), are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Site in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Site or the provision of any of our Content to any person, geographic area, or jurisdiction, at any time and in our sole and absolute discretion.

Prohibited Localities: Kattana does not onboard corporate accounts of entities or personal accounts located in, established in, or a resident of Afghanistan, Bangladesh, Bolivia, Burundi, Central African Republic, Crimea Region, Cuba, Dem. Rep. Congo, Ecuador, Eritrea, Republic of Guinea, Guinea-Bissau, Hong Kong, Iran, Iraq, Kyrgyzstan, Lebanon, Libya, Mainland China, Mali, Burma (Myanmar), Namibia, Nepal, North Korea, Singapore, Somalia, Sudan, South Sudan, Syria, United States, Venezuela, Yemen, Zimbabwe.

Kattana also does not onboard corporate accounts located in or a resident of British Virgin Islands.

You agree not to access the Site using any technology for the purposes of circumventing this Terms.

## Fees

You may incur fees associated if you use certain functionality accessible through the Site. While we do not charge fees for access to the Site and the transactions, you may incur fees when you use the Site.

The following charges may be involved while using the Site:

- We provide our API and other Site to third-parties on the Software-as-a-Service basis. If you access the Site through a third-party platform or service, any fees charged therein are charged exclusively and solely by such third-party Site or platforms and not by us.
- In connection with your use of the Site, you agree to bear all costs necessary to conduct a transaction, such as "gas" cost on the Ethereum network or any other cost on any other blockchain-based networks, for the computational resources required to perform a transaction on the particular blockchain. We will try to provide you with the accurate estimates of these charges for your information, but this information is highly volatile and can change quickly and we cannot and do not guarantee the accuracy, stability, availability of this information. You specifically acknowledge and agree that the Company has no control over: (a) any Ethereum and other blockchains transactions; (b) the calculation or method of payment of any gas or other charges and costs; or (c) any actual payments of gas and other charges.
- You must ensure that you have a sufficient balance of Ether stored at your Ethereum Address or other cryptocurrency on the respective addresses to complete any transaction on the Ethereum and other blockchains before initiating such Ethereum and other blockchain transaction.
- There may be fees associated with certain you use of the Kattana. If you attempt to use a certain plan fee specified on the Site, the fees may be charged by us, if any, and the applicable fees for the particular plan will be displayed through the Site for your confirmation. By confirming the plan fees, you agree that you will be charged such fee monthly or holding a certain amount of plan fees.
- Mentioned fees are subject to the changes and the use of certain plat fees will be continued only after your consent on such fees change.

## Indemnification

If someone sues us because of something you did, you're responsible for it, so read the below carefully.

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from: (a) your access to and use of the Site; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Site with your assistance or using any device or account that you own or control.

## Limitation of Liability

It's really important to highlight how our liability is limited when it comes to issues you may encounter with our Site. Please read the whole section carefully.

You expressly understand and agree that Kattana and our affiliates and service providers, and their respective officers, directors, agents, joint ventures, employees, and representatives will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including without limitation damages for loss of goodwill, use, data, or other intangible losses (even if Kattana has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability, or otherwise, arising from: (i) the access to, or the inability to access or use the Site; (ii) the cost of procurement of substitute goods and Site resulting from any goods, data, information, or Site purchased or obtained or messages received or transactions entered into through or from the Site; (iii) unauthorized access to or alteration of your transmissions or data; or (iv) any other matter relating to the Site. In no event will Kattana's aggregate liability arising out of or in connection with the Site exceed the amount of fees paid by you to us in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

## Intellectual Proprietary Rights

The Site and information, data, text, images, written posts and comments, software, scripts, maps, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Site, features and functionality (including but not limited to all information, software, scripts, algorithms, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by our licensors or other providers of such material, and subject to copyright, trademark, patent, trade secret and other intellectual property or proprietary rights law. Kattana and associated names, logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors (if and as applicable). You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

We grant you limited, non-exclusive, revocable permission to make use of the Site and some of the Site (collectively, "Access"). This Access shall remain in effect until and unless terminated by you or us.

You promise and agree that you will not redistribute or transfer the Site. All trademarks, service marks, trade names, logos, domain names, and any other features of the Kattana brand are the sole property of Kattana or its licensors. The Terms do not grant you any rights to use any Kattana brand features whether for commercial or non-commercial use. You agree to abide by our user guidelines, and not to use the Site or any part thereof in any manner not expressly permitted by the Terms. Except for the rights expressly granted to you in the Terms, Kattana grants no right, title, or interest to you in the Site or some of the Site. Third party software (for example, open source software libraries) included in the Site are made available to you under the relevant third-party software library's license terms. Notwithstanding anything herein to the contrary, nothing in the Terms entitles you to copy, modify, fork, merge, combine with another program or create a derivative work of the Site, including without limitation the Site.

Except as expressly set out in this Terms or as specifically permitted by any local law, you agree:

- not to copy the Site except where such copying is incidental to normal use of the Site, or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Site;
- not to make alterations to, or modifications of, the whole or any part of the Site, or permit the Site or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Site or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Site with another software program, and provided that the information obtained by you during such activities: undefined not to provide or otherwise make available the Site in whole or in part (including object and source code), in any form to any person without prior written consent from Kattana;
- to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the Site.

Please see our Privacy Policy for information on how we collect, use and share your information.

## Arbitration and Waiver

A third party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but you should read this section carefully for details on how it works.

Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Site or any other dispute with the Company (collectively, "Disputes") resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Company agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

You and the Company agree that any dispute is personal to you and the Company and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, you and the Company agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

You and the Company agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to the Company shall be provided by sending an email to [info@kattana.io](mailto:info@kattana.io). Your notice must include: (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking. If you and the Company cannot resolve the Dispute within thirty (30) days of the Company receiving the notice, either you or the Company may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the Company agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the Company agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute). These Terms are governed by and will be construed under the laws of England and Wales without regard to the conflicts of law provisions of such jurisdiction. Any Dispute under this Terms shall be finally settled by Binding Arbitration (as defined below). Any unresolved Dispute arising out of or in connection with these Terms, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this Clause 9 to the extent they are consistent with it. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in London, United Kingdom, in English, in accordance with the LCIA Arbitration Rules.

As limited by these Terms and applicable arbitration rules, the arbitrator will have: (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

## Finally

We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use or access the Site after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Site including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Site.

The Site provide links to other World Wide Web or accessible sites, applications or resources provided by third parties. Because we have no control over such sites, applications and resources, you acknowledge and agree that we are not responsible for the content and availability of such external sites, applications or resources. We do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites, applications or resources.

These Terms (and any additional terms, rules and conditions of participation that may be posted on the Site) constitute the entire agreement with respect to the Site and supersedes any prior agreements, oral or written. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over these Terms to the extent of the conflict.

Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

Just in case you lost our mail...

If you have any questions, claims, complaints or suggestions, please, contact us at [info@kattana.io](mailto:info@kattana.io)