

**DARLING WAIFU
WEBSITE USAGE
TERMS AND CONDITIONS**

Dated: 20 September 2021

NOTICE TO USERS

The following Terms and Conditions (“T&Cs”) govern your (“**you**” or the “**User**”) use of the Darling Waifu Website (the “**Website**”), owned and operated by Smile Capital. Ltd., 525 S Winchester Blvd, San Jose, CA 95128, EE.UU. (the “**Company**”). User and Company may be referred as Party or Parties herein below. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction, including in the United States of America (U.S.A.).

These T&Cs describe the usage of the Company’s Website. Please read these T&Cs carefully – by using the Website in any way, you acknowledge that you have read these T&Cs and you agree to be fully bound by them. IF YOU DO NOT AGREE TO THESE T&CS, IN PART OR AT ALL, DO NOT ACCESS OR USE IN ANY WAY OR FORM THE WEBSITE.

By accessing or using the Website, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Team**”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the content, usage or access to and of the Website.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE ANY PORTION OF THESE T&Cs AT ANY TIME FOR ANY REASON. ALTHOUGH WE AIM TO INFORM KNOWN USERS OF SUCH CHANGES, THIS MAY NOT ALWAYS BE POSSIBLE. THUS, IT REMAINS YOUR OBLIGATION TO REVIEW THESE T&Cs PERIODICALLY. ANY CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. THE INFORMATION SET FORTH IN THE WEBSITE MAY NOT BE EXHAUSTIVE AND DOES NOT IMPLY ANY ELEMENTS OF A CONTRACTUAL RELATIONSHIP OR ANY KIND OF INVESTMENT CONTRACT. NOTHING IN THE WEBSITE CONSTITUTES PROFESSIONAL ADVICE. THE COMPANY DOES NOT GUARANTEE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, CURRENT STATE OR COMPLETENESS OF THE AVAILABLE INFORMATION.

1. RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION OF INFORMATION

1.1 No regulatory authority has examined or approved the Website’s content and/or these T&Cs, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Website’s content and/or these T&Cs to you does not imply that the applicable laws, regulatory requirements or rules have been complied with. The distribution or dissemination howsoever of all or any part of the Website’s

content and these T&Cs may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any such restriction applies, you are responsible for informing yourself in respect of the same and for observing any such restrictions which are applicable to your possession and/or dissemination of all or any part of the Website's content and these T&Cs at your own expense and without liability to the Company.

1.2 Persons to whom a copy of all or any part of the Website's content and these T&Cs has been distributed or disseminated, provided access to or who otherwise have all or any part of the Website and these T&Cs in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any information contained herein for any purpose whatsoever nor permit nor cause the same to occur.

2. COPYRIGHT OF COMMUNICATIONS

2.1 You agree that any materials, information or communications transmitted between you and the Company in any form, or between you and any other Company's user as the case may be, are non-confidential and will become the sole, exclusive property of the Company.

2.2 The Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

3. WEBSITE USAGE LICENSE

3.1 The Company grants you a limited, nonexclusive, non-transferable license ("License") to access its network (proprietary or hosted) and use its Website and services available thereunder. As a condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these T&Cs. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

3.2 This License is subject to these T&Cs. Any other use of the Company's services not expressly permitted by these T&Cs is prohibited. All other rights are reserved by the Company and its licensors, if any, including that to any content or functionality as presented on the Website.

3.3 All content included on the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website (collectively, "**Company Content**"), is the property of the Company or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

3.4 You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company Content, in whole or in part, found on the Website. Company Content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any Company Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Company Content. You will use Company Content solely for your personal use, and will make no other use of Company Content without the express written permission of the Company and other copyright owners, if any. You agree that you do not acquire any ownership rights in any Company Contents. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors, if any, except as expressly authorized by these T&Cs.

4. TERMINATION

4.1 We may terminate or suspend your License to use the Website and/or any services available thereunder without prior notice or liability for any reason whatsoever, including (but not limited to) breaching of any element, however minor, of these T&Cs. Nothing in these T&Cs or in any other communication or action by the Company or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

4.2 THE USE OF THE WEBSITE IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE T&Cs AND SUCH UNAUTHORIZED USE COULD RESULT IN THE TERMINATION OR SUSPENSION OF YOUR LICENCE TO USE THE WEBSITE.

4.3 All provisions of the T&Cs which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity. 5. ASSIGNMENT 5.1 The Company reserves the right to assign any and all of its rights or obligations hereunder to a third party without your written consent. You shall not assign any or all of your rights or obligations hereunder to any third person or entity whatsoever.

6. LINKS TO OTHER WEBSITES

6.1 The Company or other users may provide links to third-party websites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services.

6.2 You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such web sites or services. The Company is not liable for any loss or damage incurred as a result of interacting with any third party content on our Website.

6.3 The Company cannot guarantee or verify the contents of any externally linked website despite their best efforts. You should therefore note that you click on external links at your own risk and our Website and the Company cannot be held liable for any damages or implications caused by visiting any external links mentioned. 6.4 The Website may contain sponsored links and adverts. These will typically

be served through our advertising partners to whom may have detailed privacy policies relating directly to the adverts they serve. 6.5 Clicking on any such adverts will send you to the advertisers' website through a referral program which may use cookies and will track the number of referrals sent from the Company's Website. This may include the use of cookies which may in turn be saved on your computer's hard drive. Users should therefore note they click on sponsored external links at their own risk and our Website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

7. NO REPRESENTATIONS

The Company does not make or purports to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy, and completeness of any of the information set out in the Website, its contents and/or these T&Cs.

8. DISCLAIMER OF WARRANTIES

8.1 THE USER EXPRESSLY AGREES THAT IT IS ACCESSING AND USING THE WEBSITE AT THE PURCHASER'S SOLE RISK AND THAT THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

8.2 Without limiting the foregoing, none of the Company Team warrants that the process for accessing or using the Website will be uninterrupted or error-free.

9. INDEMNIFICATION

9.1 To the fullest extent permitted by applicable law, you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company Team from and against all claims, demands, actions, damages, losses, costs and expenses (including without any limitation all legal costs and expenses) that arise from or relate to: (i) your use of the Website or its contents; (ii) your responsibilities or obligations under these T&Cs; (iii) your violation of these T&Cs; or (iv) your violation of any rights of any other person or entity.

9.2 If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to these T&Cs, or otherwise attempt to pursue any such claim against the Company or any of the Company's Team, then you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company and all Company's Team fully on demand from and against:

9.2.1 All liabilities or losses suffered by the Company and/or any Company's Team; and

9.2.2 All reasonable costs, charges, and reasonable expenses (including without limitation legal costs and expenses) reasonably and properly incurred by the Company and/or or/and any Company Team, in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you. If any provision or part-provision of this section is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this section. 9.3 The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this section 9. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in this written agreement between you and the Company.

10. COMPLETE AGREEMENT

10.1 These T&Cs set forth the entire understanding between the User and the Company with respect to the usage of the Website and they supersede and novate any public statements about the Website or its contents made by third parties or by the Company Team or individuals associated with any of the Company Team, past and present.

11. LIMITATIONS TO SEVERABILITY

11.1 The Purchaser and the Company agree that if any portion of these T&Cs is found illegal or unenforceable in one or more jurisdictions, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof, in any other manner or jurisdiction, and without affecting the remaining provisions of the T&Cs, which shall continue to be in full force and effect.

12. NO WAIVER

12.1 The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these T&Cs or the Company's failure to exercise any right under these T&Cs shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance.

12.2 The express waiver by the Company of any provision, condition, or requirement of these T&Cs shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these T&Cs, no representations, statements, consents, waivers, or other acts or omissions by the Company Team shall be deemed a modification of these T&Cs nor be legally binding.

13. UPDATES TO THE T&CS

13.1 The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the T&Cs at any time during the sale and up to six months after the sale is closed by posting

the amended T&Cs on the Website. Any User will be deemed to have accepted such changes by accessing and/or using the Website.

14. LANGUAGE

14.1 Only English versions of these T&Cs and any or all of the Company's communications are considered official. The English version shall prevail in case of differences in translation.