

Terms of Use Just Cats German:

General Terms of Use of www.JustCats.tv

(incl. RISK NOTICE – Annex A)

§ 1 Scope; Subject of the Contract

(1) The company Just Labs offers the crypto token \$CATS (hereinafter: “Just Cats”) on the portal www.JustCats.tv (hereinafter: “Portal”). Just Cats is a currency token based on the Ethereum blockchain and developed by Just Labs.

(2) Cryptocurrencies are electronic currencies that are decentralized and generated via a peer-to-peer network on the Internet and encrypted using digital signatures. The acceptance of cryptocurrencies as a means of payment is not guaranteed by a state central bank or a private issuer. The purchase/sale of cryptocurrency, in particular the purchase of Just Cats in exchange for payment with official currencies authenticated as value carriers by a government entity, such as EURO or US Dollar (so-called fiat money), is not possible on the portal.

(3) The user can acquire the \$CATS token as part of an Initial Coin Offering (hereinafter: “ICO”). Just Cats does not inherently embody any claims in tokenized form.

§ 2 Technical and Legal Requirements for Using justcats.tv; Availability; System Failures

Access to justcats.tv is only possible via a web browser running on a computer or mobile device with an internet connection. The provider has no influence over the functionality and configuration of the user’s devices or the availability and reliability of the user’s internet connection to the portal’s server. The provider is therefore not liable for any damages incurred by the user as a result of these issues.

When using the website, any communication between the provider and the user exclusively takes place in electronic form. Declarations will not be additionally sent to the user in paper form unless there is a legal obligation to do so.

Only natural persons who meet the following requirements may participate in the ICO:

- Legal age according to the laws of the state to which the potential user belongs.

Users residing in a country where the possession or trading of cryptocurrency is prohibited or requires a permit, which the provider does not hold in the user’s country of residence, are not permitted to trade.

When purchasing cryptocurrency on justcats.tv, the user may only act in their own name and on their own account.

The user's entitlement to the availability of the provider's website exists only within the framework of the current state of technology. The provider temporarily restricts its

services if necessary with regard to capacity limits, server security or integrity, or to carry out technical measures, and if this serves the proper or improved provision of services (maintenance). In such cases, the provider considers the legitimate interests of the users, such as providing prior information.

If an unforeseen system failure hinders the use of the website, users will be informed in an appropriate manner.

Access to the website is only possible through a browser running on a computer or mobile device with an internet connection. Other access methods are not supported. To use the justcats.tv website to its full extent, the user must use the latest (browser) technologies or enable their use on their computer (e.g., activation of JavaScript, cookies, pop-ups). When using older or non-standard technologies, the justcats.tv website may only be partially usable.

It is explicitly pointed out that the display and printouts of data shown on the website may deviate from the screen display due to individual hardware or software configurations, just as the user's internet connection falls within their own area of responsibility, without the provider having any influence or being liable for it.

§ 3 Presale

The user can connect their existing decentralized wallet (hereinafter: "Wallet") on justcats.tv and purchase the \$CATS token as part of a presale. After connecting their decentralized wallet, it will be displayed to the user on the provider's website interface.

For the purchase of the \$CATS token, the provider's smart contract will store the wallet address, purchase amount, and purchase date of the user. However, the acquisition of \$CATS and thus full use of the services offered on the platform is only possible if the user meets the legal requirements according to these General Terms and Conditions.

Upon completion of the presale, the user can actually claim the \$CATS tokens acquired in this manner ("claim"). With the claim, the acquired \$CATS tokens are transferred to the user's wallet via the smart contract.

The provider reserves the right to allow the user to claim the purchased \$CATS amount even before the presale is completed; however, the user is only able to trade the \$CATS token after the presale has concluded, regardless of the time of the claim.

The presale is considered concluded when the liquidity pool is created, for example on "Uniswap", by the provider. "Uniswap" is a decentralized exchange protocol for trading cryptocurrencies based on the Ethereum blockchain. Until the user's claim, the number of \$CATS tokens acquired will only be displayed on the provider's website.

The provider has no obligation to transfer the pre-ordered \$CATS tokens to the user's decentralized wallet until the presale is completed.

Only upon the creation of the liquidity pool and the transfer of coins via the smart contract can the user freely dispose of the acquired \$CATS tokens.

§ 4 Duties of the User

Users may only acquire \$CATS to the extent that they have the corresponding balance of the cryptocurrency they offer or are capable of making immediate payment in the cryptocurrency owed.

The user is responsible for all content they post on the website. Any economic disadvantages resulting from the publication of their content are to be borne by the user.

The user is aware that anyone who knows the wallet seed phrase can make transactions and perform actions on the portal at the expense of the user's balance. The user is responsible for securely storing their wallet seed phrase. The user must exercise all due care and take appropriate precautions to ensure that unauthorized persons do not gain access to their wallet seed phrase. In particular, the user may not store or record the wallet seed phrase together with other documents related to the portal or electronically or in any other form, and must ensure that, if necessary, the wallet seed phrase is created in such a way that it cannot easily be determined by unauthorized persons.

To prevent unauthorized use of the portal, a user who has connected their DeFi wallet account to the portal must not leave the computer used for the login unattended. In the event of a violation of the above-mentioned behavioral guidelines, the user is liable for all associated risks and damages.

If the user discovers that their wallet seed phrase has become known to unauthorized persons or that their DeFi wallet account has been used without authorization on the portal, they can notify the provider immediately. Upon receipt and acknowledgment of the relevant notification, the provider may immediately place the affected wallet on the so-called blacklist during regular business hours, so that it is no longer possible for the wallet to sell the \$CATS tokens after the end of the presale.

Offensive, racist, defamatory, pornographic, or otherwise offensive or immoral statements are prohibited on the portal.

The exchange of contact details (phone numbers, email addresses, Skype addresses, addresses from "social networks" on the internet) on the portal is prohibited. This is to prevent users from using the portal to arrange trades outside the platform, as such trades can carry a high risk for the involved users.

The information published on the website may not be accessed automatically ("spider", "crawler", etc.). Any actions that prevent the smooth operation of the website are prohibited.

Any use of the content published on the website is prohibited unless the provider has given permission for the specific content.

§ 5 Risk Notice (see Annex A); Provision of Information; No Investment Advice, No Appropriateness Test

The current value of cryptocurrencies, such as Bitcoin, depends on the supply and demand of Bitcoins on the market. The value of a cryptocurrency may also depend, in particular, on whether and how many vendors of goods or services accept the respective cryptocurrency as a means of payment. Therefore, the value of a cryptocurrency, like the value of securities, derivatives, or other financial instruments on the financial markets, is subject to price fluctuations. Unlike, for example, coin money, cryptocurrencies do not have any inherent use value detached from their exchange value. The trading of cryptocurrencies (such as Bitcoin) therefore carries a high risk of loss of the invested capital, potentially up to total loss. For this reason, cryptocurrencies are only suitable for users who can afford to lose the capital invested. Users are therefore required to ensure that they fully understand the risks associated with cryptocurrency trading and should, if necessary, seek advice from an independent and knowledgeable person or institution before engaging in trading. Past personal investment successes in cryptocurrency trading do not in any way indicate success in the future.

The provider explicitly points out that trading with cryptocurrencies is associated with significant risks, which are described in detail in the risk notice (Annex A), which is also an integral part of these General Terms and Conditions, and for which the provider cannot provide any assurance that these risks will not materialize. By accepting these General Terms and Conditions, the user also acknowledges the risk notice included in Annex A. The user uses justcats.tv and acquires the \$CATS token at their own risk.

The provider may, at its discretion, require the user to provide necessary information to comply with applicable laws or regulations related to cryptocurrency trading. By linking their wallet on the provider's portal, the user agrees to immediately provide the requested information upon request. The provider is entitled to suspend the purchase or sale of cryptocurrencies until the user has provided the requested information and it is ensured that the user's participation in trading through the provider's portal does not violate any applicable laws or regulations.

The user acknowledges that the provider does not provide investment advice to the user. The information about cryptocurrencies and cryptocurrency trading made available by the provider on the portal or in any other manner does not constitute personal recommendations for the user regarding cryptocurrency transactions, nor does it rely on an examination of the user's personal circumstances or suggest that it is suitable for the user. Rather, it constitutes legally non-binding information or risk notices.

§ 6 Other Services of the Provider

The wallet linked by the user to the provider will be listed on the portal as the user's balance. From the time a sales offer is published, the user can purchase \$CATS tokens in the desired quantity.

The payment for the \$CATS tokens available on the portal is not processed by the provider, but is solely left to the users.

The provider reserves the right to modify, discontinue, or supplement the services offered.

§ 7 Formation of a Contract on the Portal, Generic Obligation

If the user interested in the offer wants to accept a purchase offer as part of the presale, they select how many \$CATS tokens they wish to receive within the range set by the provider. The user can accept the purchase offer by clicking the "buy" button. By clicking the button, the user makes a binding declaration to the provider that they wish to accept the offer.

The user acquires only the right to transfer a certain number of \$CATS tokens, and thus only a specific item of a generic nature.

§ 8 Data Protection

The provider will process personal data as part of the business relationships with their users. This is done solely for the purpose of conducting the business relationships with the users. The provider's privacy policy can be accessed by the user at any time on the portal.

§ 9 Liability of the Provider

The provider strives to ensure continuous access to the portal, but cannot guarantee the constant availability of the website. This particularly applies to cases of attacks on the network infrastructure, such as so-called DDoS attacks, which can occur in varying intensities.

The provider is not liable for any losses or other damages arising from the user's provision of their wallet link, unless the provider acts with intent or gross negligence. The content provided on the portal makes no claim to completeness, correctness, or currency. The use of the content is at the user's own risk.

The provider assumes no liability for the obligations of users to other users or third parties.

The provider is not liable for damages caused to a user by using the services offered on the portal or the content published there. However, this disclaimer does not apply in cases of intentional or grossly negligent fault of the provider or one of its vicarious agents. The disclaimer also does not apply to damages resulting from injury to life, body, or health that are based on a breach of duty by the provider or one of its vicarious agents. Furthermore, the provider's liability remains unaffected for breaches of duties whose fulfillment is essential for the proper performance of the contract and upon which the user is regularly entitled to rely.

§ 10 Deactivation in Case of Suspicion of Money Laundering or Terrorism Financing

If there is reasonable suspicion that a user is involved in the abuse of the financial system through the concealment and shifting of assets of illegal origin (money laundering), financing of terrorism, or other similar criminal acts, the provider will immediately place the linked wallet on the blacklist.

§ 11 Miscellaneous

a) Trademark and Copyright

The provider is the sole legal owner of the reproduction, distribution, processing, and all copyright rights of the \$CATS token, as well as the right to the immaterial transmission and reproduction of its website and the individual contents, services, and developed services and protection rights contained therein. The use of all services and the contents, materials, as well as trademarks and trade names (such as: the provider's name and the associated logo) is permitted exclusively for the purposes set out in these Terms of Use. Any use without the express permission of the provider constitutes a breach of these Terms of Use and may lead to subsequent claims from the provider. Users retain all rights to the content uploaded by them on the website and bear sole responsibility for it. The provider only obtains the rights necessary in connection with the publication and use of the content on their website.

Violations of copyright, trademark, or other related rights will be penalized by the provider, and the provider reserves the right to delete or deactivate content for which a corresponding violation has been reported, at their discretion, and to block the profiles of repeat offenders.

No Warranty/Modification; Limitation of the Provider's Services; Transfer to Third Parties

Access to the website and the provider's services is at the user's own risk.

The provider has the right to make changes to the website and the services offered by them without prior notice or liability.

The provider reserves the right to limit the use of the services if they believe that contractual obligations or laws have been violated or the services have otherwise been misused.

The provider does not guarantee:

- that it is legal under the user's national jurisdiction to use the provider's services or advertise or participate in any activities of the provider;
- that access to the provider's website will always be error-free, uninterrupted, timely, or secure, or that disruptions will be corrected;
- that the information published on the website is complete, correct, or reliable.

The provider reserves the right to transfer, assign, sublicense, or pledge its business operations, individual assets or rights, and obligations under these Terms of Use to third parties without prior notice, provided that the third party also complies with applicable contract law and other regulations.

Agreements with Third Parties

The provider occasionally enters into agreements with third parties who provide external services and supply software/technology/IT for products or services. Users agree to comply with the terms and guidelines of these third parties if they are posted on the provider's website or linked to the respective third-party website. These terms and guidelines may change at any time.

§ 12 Applicable Law, Jurisdiction, Written Form Requirement

The contractual relationship between the user and the provider is subject to the law of the provider's registered office, excluding the UN Sales Convention. Mandatory provisions of the country in which the user has their habitual residence remain unaffected.

The general jurisdiction of the provider is determined by its registered office. If the user is a merchant or conducts a comparable commercial activity abroad and the business relationship is attributable to the operation of their trade, the provider may sue the user at the court of the provider's general jurisdiction or at another competent court. The provider itself can only be sued by the users mentioned in sentence 2 at the court of their general jurisdiction. Mandatory provisions of the country in which the user has their habitual residence remain unaffected.

Amendments and supplements to this agreement require written form to be effective. This also applies to this written form requirement itself.

RISK WARNING – Annex A

Before you decide to acquire cryptocurrency, you are required to acknowledge and accept the following risk warnings as part of the contract.

The trading of cryptocurrency is associated with additional risks. For instance, the price may change between the submission of a binding buy or sell offer and the conclusion of a purchase contract, or between the conclusion and the fulfillment of a purchase contract, to the disadvantage of the user (or to the disadvantage of one of the parties to the purchase contract).

You explicitly acknowledge and agree that you are fully aware and sufficiently informed and educated that the cryptocurrency market is highly volatile and that this market is extremely speculative. Owning or trading cryptocurrencies carries a significant risk of loss, which can result in substantial losses in a short period of time, and in the worst case, a total loss of the value of the cryptocurrencies you own.

You explicitly acknowledge and agree that, beyond these Terms of Use of the provider, no representations, warranties, or promises regarding profit expectations, value developments, or other returns in connection with cryptocurrencies are made.

You explicitly acknowledge and agree that, before concluding a purchase contract, you are an experienced person in the field of cryptocurrencies and their economic use, and

- (a) You explicitly understand and are willing to bear the economic, legal, tax, and other risks regarding the cryptocurrencies you own;
- (b) You, considering your personal financial situation, financial resources, personal lifestyle, and monetary obligations, are financially able to bear the loss of your entire investment without it significantly affecting your economic existence in the event of the total loss of the value of your cryptocurrencies;
- (c) You are knowledgeable about the specific cryptocurrency and its value-determining factors that you own.

You explicitly acknowledge and agree that the provider does not offer you any advice regarding cryptocurrencies or cryptocurrency markets.

You explicitly acknowledge and agree that, under the laws, administrative interpretations, or jurisdictions applicable to you under your national law, the acquisition, possession, or trading of cryptocurrencies may not be legally permissible or may only be permissible with authorization. You are solely responsible for ensuring that the use and utilization of the provider's services is permitted under the laws applicable to you.

You explicitly acknowledge and agree that false or speculative statements or predictions, or any promotion of the provider's services or cryptocurrencies as assets, currencies, or financial investments, which could be misused by third parties to promote the provider's services or cryptocurrency usage, are false and illegal. Such actions are strictly prohibited and must be refrained from by you, and any violation will be legally pursued.

You explicitly acknowledge and agree that the provider rejects and does not welcome any statements from third parties about their services and advises users not to rely on third-party statements regarding the provider's services or the possession or trading of cryptocurrencies—whether positive or negative.

The provider does not guarantee the achievement of the desired success that the user or their users wish to achieve by using their services.

The provider is not liable for any losses or other damages that the user may incur in connection with the possibility of linking the wallet, unless the provider acts intentionally or with gross negligence.

Status of the Terms of Use: November 9, 2023