



TERMS AND CONDITIONS

MAY 2023

Please read these terms and conditions carefully before making any payment for, selling or using \$DOGS and Kennel Tokens as it affects your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability.

If you do not agree with these terms and conditions do not buy, sell or use \$DOGS and Kennel Tokens.

The DogData terms and conditions are an agreement (hereinafter 'agreement') between you or the legal entity you represent (hereinafter 'you' or 'your') and DogData Inc., (hereinafter 'the Company'), and covers your purchase, sale or usage of \$DOGS and Kennel Tokens generated, sold or distributed by the company.

The Company has initiated the creation of two cryptographic instruments, the \$DOG and Kennel Tokens using the Ethereum Blockchain Standards.

By using the Company's websites, Kennel.AI, the Company's applications and/or purchasing, selling or using the \$DOGS and Kennel Tokens you consent to these terms, conditions and notices ('terms') described in this agreement as well as to any future updated to this agreement made by the Company with or without notice to you.

In this agreement, You and the Company agree as follows:

1. Definitions

- 1.1 In addition to the definitions contained elsewhere in the text of this agreement, the following terms and expressions shall have the meaning ascribed to them here below:
- 1.1.1 "Coin" means \$DOGS and Kennel Tokens.
 - 1.1.2 "Company" means the Company and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.
 - 1.1.3 "Cryptocurrency" means any cryptocurrency traded on crypto market exchanges.
 - 1.1.4 "Damages" means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, incidental, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.
 - 1.1.5 "Privacy Policy" means the document describing the methods how Company collect, use and release information collected from you. The privacy policy is available on the Company's website.
 - 1.1.6 "Project" means any product and service developed by the Company and offered through its websites or applications.
 - 1.1.7 "Services" means the services and other use cases which the Company provides to the holders of the \$DOGS and Kennel Tokens via the Company websites and platforms.
 - 1.1.8 "Token" means \$DOGS and Kennel Tokens.
 - 1.1.9 "Website" means <https://Kennel.AI/>

2. Acceptance of this agreement

- 2.1 Entrance into agreement and terms of use.

- 2.1.1.1 This agreement shall be effective and binding on you and the Company when you purchase, sell or use the Tokens or Coins.
- 2.1.1.2 The purchase, sale or usage of Tokens or Coins are deemed to be your acceptance and agreement to, without modification, of the terms contained in these terms and conditions.
- 2.1.1.3 If you do not agree to these Terms, do not purchase, sell or use the Tokens or Coins.
- 2.1.1.4 In order to be approved for the purchase of Tokens or Coins, you may have to pass the Registration process, including but not limited to, passing the Know Your Customer ("KYC") and providing all the requested information during registration.

3. Tokens

- 3.1 Tokens issued by the Company are only meant to be used:
 - 3.1.1.1 to enable usage of and interaction with the Company's websites and platforms and to support its development, testing, deployment, and operation.
 - 3.1.1.2 to obtain products and services from other the Company or other product and service providers on the Company's websites and platforms.
 - 3.1.1.3 to enable usage of and interaction with the other websites and platforms and to support its trading.

4. Terms and conditions

- 4.1 You hereby accept explicitly and agree that:
 - 4.1.1 it is your responsibility to determine if you can legally purchase the Tokens or Coins in your jurisdiction and whether you can then resell the Tokens or Coins to another purchaser in any given jurisdiction;
 - 4.1.2 You are not acquiring the Tokens or Coins for any other uses or purposes, except for as specified in this agreement;
 - 4.1.3 That the Company has other obligations, except as expressly stated in this agreement.
- 4.2 No Rights Created
 - 4.2.1 Ownership of the Tokens or Coins carries no rights, express or implied, other than the right to use the Tokens or Coins as a medium of exchange for products and services on the company's websites and platforms.
 - 4.2.2 Ownership of the Tokens or Coins do not provide any ownership or other interest in the Company.
 - 4.2.3 Ownership of the Tokens or Coins do not provide any rights of any form with respect to any of the Company or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal or voting rights.
 - 4.2.4 Ownership of the Tokens or Coins do not represent a loan to the Company.
 - 4.2.5 For the purpose of this agreement, the Tokens or Coins shall be viewed as software with cryptographic elements that is used as a utility appliance for the Company's websites and platforms.
- 4.3 Not for Investment Purposes
 - 4.3.1 Although the Tokens or Coins may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Tokens or Coins are not intended to be

marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws.

- 4.3.1.2 The Coins may be exchangeable on cryptographic market exchanges. However, the Company does not warrant or guarantee that the Coins will be exchangeable on such exchanges.
- 4.3.1.3 This agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.

5. Important information

- 5.1 No regulatory authority has examined or approved any of the information set out this agreement.
- 5.2 The terms of this agreement or any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of this agreement is prohibited or restricted.

6. Authority to enter into agreement

- 6.1 You have all requisite power and authority purchase the Tokens or Coins, and to carry out and perform your obligations under these terms and conditions agreement.
- 6.2 If you as an individual are least 18 years old and of sufficient legal age and capacity to purchase the Tokens or Coins.
- 6.3 If a you are legal entity, are duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where your conduct business. The person purchasing the Tokens or Coins on behalf of the legal entity is duly authorized to accept this terms and conditions on such entity's behalf and that such entity will be responsible for breach of these terms and conditions.

7. Compliance with applicable laws and regulations

- 7.1 The entering into and performance of this agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:
- 7.1.1.1 Any provision of your constituent documents, if applicable;
 - 7.1.1.2 Any provision of any judgment, decree or order to which you are a party, by which it is bound, or to which any of its material assets are subject;
 - 7.1.1.3 Any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
 - 7.1.1.4 Any foreign exchange, anti-money laundering or regulatory restrictions applicable to purchase of the Tokens or Coins; or
 - 7.1.1.5 Any laws, regulations or rules applicable to you.
 - 7.1.1.6 You will comply with any applicable tax obligations in your jurisdiction arising from the respective purchase of the Tokens or Coins. Notwithstanding the above, Company is not obliged to follow up on the obligations related to paying taxes from the respective purchase or sale of the Tokens or Coins.
 - 7.1.1.7 You will comply with all applicable anti-money laundering and counter-terrorism financing requirements.
 - 7.1.1.8 The execution and delivery of, and performance under, this agreement require no approval or other action from any governmental authority or person other than yourself.
 - 7.1.1.9 You agree and certify that you are acquiring the Tokens or Coins for your own personal use and utility, to participate in the Platform and not for investment or financial purposes.

8. Legal source of the funds

- 8.1 You confirm that the funds, including any digital assets, fiat currency, virtual currency or cryptocurrency, you use to purchase the Tokens or Coins are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use the Tokens or Coins to finance, engage in, or otherwise support any unlawful activities.
- 8.2 You agree that if your country of residence or other circumstances change such that any of the representations and warranties are no longer accurate, that you will immediately cease using the Tokens or Coins.

9. Know Your Customer and Anti-Money Laundering

- 9.1 The Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on you if deemed necessary or it becomes required by the applicable laws.

- 9.2 Upon the Company's request, you shall immediately provide respective information and documents that the Company, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements. Company may, in its sole discretion, refuse to distribute Tokens or Coins to you, or enable selling and usage off such Tokens or Coins until these requests are fulfilled.
- 9.3 The company reserves the right to refuse or reject the offer on acquisition of the Tokens or Coins, or enable selling and usage of such Tokens or Coins from you that, according to the information available to Company, is suspected in receiving the funds used for the Token or Coins purchase or in using the Tokens or Coins or the platform, with the aim of money laundering, terrorism financing, or any other illegal activity. In addition, Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, including blocking of your wallet, disclosing any information about you to the government authorities on their request, etc.
- 9.4 All payments by you under this document shall be made only in your name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.
- 9.5 With respect to the aforementioned "Know Your Customer" and "Anti-Money Laundering" provisions of this agreement, Company undertakes to ensure knowing its customers by obtaining satisfactory evidence of their identity and having effective procedures to verify the authenticity of the information furnished by new customers; to ensure that its business is conducted in conformity with high ethical standards, that laws and regulations are adhered to, and that service is not provided where there is good reason to believe that transactions are associated with money laundering activities.
- 9.6 The Company will cooperate fully with law enforcement agencies by, among others, taking appropriate measures allowed by law if there are reasonable grounds for suspecting money laundering. The Company will adopt policies consistent with the principles set out in this agreement, and

ensure that its staff, wherever located, are informed of these policies and adequately trained in matters covered herein. The Company will implement specific procedures for customer identification, record keeping and retention of transaction documents and reporting of covered and suspicious transactions.

10. Eligibility

- 10.1 The Coins are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to the following restricted persons ("Restricted Persons")
 - 10.1.1 citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America (exceptions may apply);
 - 10.1.2 citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective. Such jurisdictions may include, but are not limited to South Korea, China, Singapore or India.
- 10.2 Notwithstanding the above rules set out in above. the eligibility shall be further determined as follows.
 - 10.2.1.1 In order to purchase, sell or use Coins, you must have an Ethereum wallet that supports the ERC-20 standard in order to receive any Coins. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements.
 - 10.2.1.2 In order to be eligible to participate in purchasing, selling or using Tokens or Coins, you must also enter all required personal information on the Company's websites, including name, date of birth, address, etc. and provide any requested identity verification documents requested by the Company in order to satisfy their "know your customer" requirements.
 - 10.2.1.3 You are not eligible to purchase any Coins, unless you are an "Accredited Investor".

- 10.3 The Restricted Persons are strictly prohibited and restricted from purchasing and using the Coins and the Company is not soliciting purchases and usage by Restricted Persons in any way.
- 10.4 It is solely your obligation to verify at the time of making payment for the Coins: whether or not you or a person that you represent is a Restricted Person; whether or not you are allowed to purchase the Coins under the applicable laws and regulations; and whether or not you are allowed by applicable laws and regulations to use the Coins in the manner specified on our websites and applications.
- 10.5 If a Restricted Person purchases the Coins, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Coins can be made null and void.
- 10.6 None of the Company Parties shall be bound by a transaction or an operation, and respective Company Party may, in its sole discretion: take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above; notify the relevant authorities on the transaction or the operation in question; and retain all the funds paid by the Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.
- 10.7 Any Restricted Person purchasing the Coins shall be solely liable for Damages caused to Company Parties and shall indemnify, defend and hold harmless Company Parties from any Damages, losses, and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's purchase of the Coins.
- 10.8 Company neither offer or distribute the Coins nor carry on a business (activity) in any regulated activity in countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Company to be registered or licensed with any applicable governmental authorities.

11. Token & Coins Security

- 11.1 You are solely responsible for implementing reasonable and appropriate measures for securing
 - 11.1.1 any device associated with you and utilized in connection with your purchase of Tokens or Coins
 - 11.1.2 private keys to your wallet or account; and
 - 11.1.3 any other username, passwords or other login or identifying credentials.
- 11.2 You are solely responsible for securing access information to your Wallet or other wallet or vault you use to hold Tokens or Coins.
- 11.3 Notwithstanding any other provision of this agreement, the Company is not responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to:
 - 11.3.1 your failure to implement reasonable measures to secure your wallet or any other wallet or vault you use to hold Tokens or Coins or the relevant access information,
 - 11.3.2 the loss of, tampering with, circumventing or unauthorized use of any of the access information to your wallet or any other wallet or vault you use to hold Tokens or Coins,
 - 11.3.3 any security breach affecting the security of your wallet or any other value or vault you use to hold Tokens or Coins or,
 - 11.3.4 the loss of Tokens or Coins from your wallet or any other wallet or vault you use to hold Tokens or Coins.
- 11.4 You acknowledge and understand that you may lose all of your Tokens or Coins, or access to your account in the event that you no longer are in possession of your private keys or any device associated with your account or are not able to provide your login or identifying credentials.
- 11.5 The Company is under no obligation to recover any Tokens or Coins and you acknowledge, understand and agree that all purchases of Tokens or Coins are non-refundable, and you shall not receive money or other compensation for any Tokens or Coins purchased.

12. Representations and warranties

- 12.1 By buying, selling or using Tokens or Coins you represent and warrant to the Company that each of the following representations and warranties is true, accurate and not misleading on the date when such transaction has occurred and on the date of conclusion of this agreement:
 - 12.1.1 You have read and understand this agreement

- 12.1.1.2 You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this agreement and to appreciate the risks and implications of purchasing the Tokens or Coins.
- 12.1.1.3 You have obtained sufficient information about the Tokens or Coins to make an informed decision to purchase, sell or use the Tokens or Coins.
- 12.1.1.4 You understand that the value of the Tokens or Coins over time may experience extreme volatility or depreciate in full.

13. Liability

- 13.1 To the fullest extent permitted by applicable law, the Company and its affiliates and their respective officer, employees, representatives, advisors or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct consequential, incidental, special or indirect damages (including but not limited to lost profits, revenue or income, losses or damages that result from business interruption, loss of data, or loss of the use of the Company's website or Tokens or Coins), arising out of or in any way related to the purchase, sale or use of attempted use of Tokens or Coins and / or the Company's websites or otherwise related to this agreement, and in each case limited to the amount you paid us for Tokens or Coins.
- 13.2 The limitations set forth herein, in particular in the previous paragraph, will not limit or exclude the liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company or its representatives, not the liability for damage from breaches of contractual obligations, injury to life, body or health by intention or negligence of the Company or its representatives.
- 13.3 The Company makes no representations about the suitability, reliability, availability, timeliness and accuracy of the website, Tokens or Coins, information, software, products, benefits and services and related graphics and videos on the Company's websites or other media channels for an any purpose.
- 13.4 To the maximum extent permitted by applicable law, the Company websites, Tokens or Coins, information, software, products, benefits and services are provided 'as is' without warranty or condition of any kind.

- 13.5 You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning purchase, sale and use of the Tokens or Coins and that Company will not accept any liability for any illegal or unauthorized purchase or use of the Tokens or Coins.
- 13.6 The Company does not warrant that the process of payment of the Tokens or Coins or receiving the Tokens or Coins will be uninterrupted, error-free, free or shall remain free of viruses or other harmful components, or that the Tokens or Coins are reliable and error free.

14. Taxes and tax compliance

- 14.1 You are solely responsible for determining, withholding, collecting, reporting and remitting the correct taxes arising from the purchase, sale or usage of the Tokens or Coins to the appropriate tax authorities. It is your responsibility to comply with any applicable tax obligations in your jurisdiction.
- 14.2 The Company does not bear liability or responsibility with respect to any tax consequences to you arising from the purchase, sale or usage of the Tokens or Coins.

15. Acknowledgment and assumption of risk

- 15.1 You acknowledge and agree that there may be risks associated with purchasing, owning, selling and using Tokens or Coins. By buying, owning, selling and using Tokens or Coins in any matter you expressly acknowledge and assume these risks.
- 15.2 You are aware that you may lose all amounts and fees paid to obtain Tokens or Coins and that these Tokens or Coins may have no value after purchase. The purchase price and value of the Tokens or Coins may fluctuate at any time for any reason. By purchasing, owning, selling or using Tokens or Coins, you expressly acknowledge and assume these risks as well as any other risks associated with Tokens or Coins (including those not discussed herein) all of which could render these Tokens or Coins worthless or of little value.
- 15.3 Purchasing, holding, selling or using Tokens or Coins is at your sole risk and Tokens or Coins are provided, used and acquired on an 'as is' and on an 'as available' basis, without representations, warranties, promises or

guarantees whatsoever of any kind by the Company. You must rely on your own examination and investigation thereof.

- 15.4 Tokens or Coins have no rights, uses, purpose, attributes, functionalities or features, express or implied outside of the Company's websites and applications.
- 15.5 There are no guarantees as to the price of Tokens or Coins purchased by you and no guarantees that the price per Tokens or Coins determined by the market will be equal to or higher. There is the possibility that the price per Tokens or Coins may fall below the price paid by you during the initial distribution period.
- 15.6 The Company reserves the right to change the duration of any timeframe for the distribution of the Tokens or Coins, including, without limitation the unavailability or non-functionality of the Company's websites and applications or other unforeseen procedural or security issues.
- 15.7 Transactions on the \$DOGS and Kennel Tokens ownership ledger may be delayed or lost due to operational error or malicious attacks by third parties. You acknowledge and understand that the last-closed ledge may not include your transaction when you want or expect and that your transaction may be excluded or discarded entirely.
- 15.8 You may never receive Tokens or Coins and may lose the entire amount you paid to the Company for such Tokens or Coins as a result of interruptions and operational errors in the process of purchasing or receiving the Tokens or Coins.
- 15.9 You may be unable to sell or otherwise transact in Tokens or Coins at any time, or for the price you paid due to
 - 15.9.1.1 diminution in value of the Token or Coin
 - 15.9.1.2 lack of liquidity for the Token or Coin
 - 15.9.1.3 the Company imposing restrictions on the transferability of the Token or Coin
- 15.10 Tokens or Coins may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Token or Coin in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, sybil attacks, smurfing and spoofing.
- 15.11 The Tokens or Coins as well as some of the Company's websites, applications, products and services are based on open source software,

there is the risk they may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or Coins or result in the loss of your Tokens or Coins, the loss of your ability to access or control your Tokens or Coins or the loss of any other assets in your account. In the event of such a software bug or weakness, there may be no remedy and holders of Tokens or Coins are not guaranteed any remedy, refund or compensation.

- 15.12 Tokens or Coins purchased by you may be held by you in a digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens or Coins may result in loss of such Tokens or Coins, access to your Token or Coin balance or any balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your Tokens or Coins. The Company is not responsible for any such losses.
- 15.13 The Company's products and services are new and untested. The Company might not be capable of completion, implementation or adoption. Even if the project is completed, implemented and adopted, it might not function as intended, and any Tokens or Coins associated with a blockchain adopting the project may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Tokens or Coins and the products and services offered by the Company may become outdated. Even if completed, the Company may rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Company's products and services.
- 15.14 Your failure to map a public key to your account may result in third parties being unable to recognize your Tokens or Coins balance.
- 15.15 If you choose to maintain or hold Tokens or Coins through a third party, your Tokens or Coins may be lost or stolen. You hold Tokens or Coins through a third party at your own sole risk.
- 15.16 The Company's products and services are still under development and may undergo significant changes over time. The Company has the right, in its sole discretion, to change and modify products and services for any reason at any time without notice to you.

- 15.17 The Company's products and services may never be completed and may not be completed in the timeframe initially proposed by the Company, and in a different or modified form.
- 15.18 The development of the Company's products and services may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 15.19 Even if the Project is finished, launched and adopted, the ongoing success of the Project relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Project.
- 15.20 The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that may affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact tokens in various ways, including for example, through a determination that tokens are regulated financial instruments that require registration. The Company may cease the distribution of tokens, the development of the Project or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so. The industry in which the Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgement, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens or Coins or the development of the Project.

16. Indemnification for losses incurred by the Company

- 16.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse the Company from and against any and all claims, demands, actions, damages, losses, costs and expenses

(including attorneys' fees) incurred by a Company arising from or relating to:

- 16.1.1.1 Your purchase, sale or use of the Tokens or Coins or the Company's websites and mobile applications.
 - 16.1.1.2 Your responsibilities or obligations under this agreement,
 - 16.1.1.3 the Privacy Policy
 - 16.1.1.4 Your violation of any rights of any other person or entity; and/or
 - 16.1.1.5 Any act or omission of you that is negligent, unlawful or constitutes willful misconduct.
- 16.2 Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this article. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in this agreement.

17. Notices

- 17.1 The Company may provide any notice to you under this agreement by:
- 17.1.1.1 Posting a notice on the Company's website
 - 17.1.1.2 Sending an e-mail to the e-mail address then associate with you
- 17.2 Notices provided by posting a notice on the website will be effective upon posting and notices we provide by e-mail will be effective when the Company sends the e-mail.
- 17.3 It is our responsibility to keep your e-mail address up to date. You will be deemed to have received any e-mail sent to the e-mail address then associated with you when the Company sends the e-mail, whether or not you actually receive or read the e-mail.
- 17.4 To give the Company a notice under this agreement you must contact us by e-mail at info@Kennel.AI
- 17.5 All communications and notices made or given pursuant to this agreement must be in the English language.

18. Informal dispute resolution

- 18.1 Each party shall cooperate in good faith to resolve any dispute arising out of, or in connection with this agreement.

- 18.2 Each party will notify the other party in writing of any arbitrable dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the dispute informally
- 18.3 If you and the Company cannot agree how to resolve the dispute within thirty (30) days after the date notice is received by either party, then either you or the Company may commence an arbitration proceeding.

19. Binding arbitration

- 19.1 All disputes arising in connection with the is contract or its validity shall be finally settled in accordance with the arbitration rules of Malta.
- 19.2 The number of arbitrators shall be three, and each party hereto shall nominate one arbitrator, the third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party nominated arbitrators within 30 days of their appointments.
- 19.3 Arbitration shall be in in Malta.
- 19.4 The language of the arbitration proceedings shall be in English.
- 19.5 Any award of the tribunal shall be final and binding from the day it is made.
- 19.6 The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

20. No class or representative arbitrations

- 20.1 Any dispute arising out of or relating to this agreement is personal to you and the Company and 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.

21. Governing Law

- 21.1 This agreement shall be governed by, construed and enforced in accordance with the laws of Malta, without regard to conflict of law rules or principles (whether of the Malta law or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

22. Severability

- 22.1 Should any provisions of this agreement, or any provision incorporated into this agreement in the future, be or become illegal, invalid or unenforceable either in whole or in part under the laws of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this agreement shall not be effected hereby and shall remain in force.
- 22.2 It is understood by; and agreed to by both parties that any invalid provision shall be replaced by a valid provision which as far as legally possible reflects the economic effects of the invalid provision.

23. No Company's waiver of rights

- 23.1 The failure of the Company to enforce any of the provisions of this agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of this agreement.

24. Amendments

- 24.1 The Company reserves the right to change, modify, add, or remove portions of these terms and conditions of this agreement for any reason at any time. Such changes shall be effective at the time the Company posts it on the Company websites Kennel.AI unless indicated otherwise.

25. Termination of agreement

- 25.1 The Company reserves the right to terminate this agreement at any time in its sole discretion, including in the event that you breach this agreement.
- 25.2 You will be notified in case of termination.
- 25.3 Upon termination of this agreement: all of your rights under this agreement immediately terminate.

26. Entire agreement

- 26.1 This agreement together constitutes the entire agreement between you and the Company relating to the purchase, sale and usage of the Tokens or Coins.

- 26.2 This agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or verbal, regarding the subject matter of this agreement.