

Zaif INO Terms of Use

These Terms prescribe the terms and conditions of the “Service” (as defined in Article 1 (Definitions), paragraph 1, item (9)) provided by CAICA Financial Holdings Inc. (the “Company”). To use the Service, please carefully read the contents of these Terms and the privacy policy separately prescribed by the Company (the “Privacy Policy”). You may not use the Service if you do not agree to these Terms.

Article 1 Definitions

1. The definitions of the terms used herein shall be as follows:
 - (1) “**Purchaser**” means a User who purchases the NFTs through the Service.
 - (2) “**Exhibitor**” means a User who creates the NFTs under his or her own name and sells them through the Service, and means the Company if the Company sells the NFTs.
 - (3) “**IP Rights**” means any copyrights, patent rights, utility model rights, trademark rights, design rights, and other rights (including the rights to obtain or to apply for the registration of such rights) (i) that are stipulated by laws and regulations or (ii) pertaining to interests that are protected under law, regarding intellectual property.
 - (4) “**Website**” means the website provided by the Company regarding the Service.
 - (5) “**NFTs**” means the NFTs (which stands for Non-Fungible Token, and means a nonfungible token created on a blockchain network which indicates that a person holds certain digital data and the right to use and transfer such digital data (excluding IP Rights pertaining to such digital data) by being combined with other technologies; the same shall apply hereinafter) that are subject to the transactions on the Service.
 - (6) “**Service**” means the service provided by the Company that matches Users who wish to sell the NFTs with Users who wish to purchase the NFTs.
 - (7) “**Exhibitors Terms**” means Individual Terms which set out the matters to be complied with by Users upon selling the NFTs through the Service.
 - (8) “**Sale Price**” means the sale price of the NFTs to be listed by an Exhibitor when the Exhibitor sells the NFTs through the Service.
 - (9) “**User**” means a person who uses the Service. Corporations and other organizations using the Service shall be deemed as Users upon the consent of an individual person who belongs to such organization, and the Company shall determine whether such individual person has agreed to these Terms as a duty of such organization exclusively based on the fact that such individual person appears to have done so.
2. Each of “Crypto Assets,” “Currency-Denominated Assets,” and “Prepaid Payment Instruments” referred to in these Terms has the meanings ascribed to them in the Payment Services Act, and “Securities” has the meaning ascribed to it in the Financial Instruments and Exchange Act.

Article 2 Purposes of these Terms

1. The purpose of these Terms is to prescribe the conditions regarding the use of the Service and the relationship of rights and obligations, etc. between the Company and Users.

2. The Company may establish rules and other terms for the use of the Service (collectively, “**Individual Terms**”) in addition to these Terms. These Individual Terms shall constitute a part of these Terms, regardless of the name thereof.
3. If there is any inconsistency between the provisions of these Terms and the provisions of any Individual Terms, the provisions of the Individual Terms shall prevail unless otherwise stipulated in the Individual Terms.

Article 3 Service

1. The Service is a service to provide Users with a system that matches Users who wish to sell NFTs with Users who wish to purchase the NFTs that are being exhibited. The Service also provides a system on which Users who have entered into the Exhibitor Terms create the NFTs.
2. A User who wishes to sell NFTs may gain the opportunity to find Users who wish to purchase the NFTs by listing the NFTs with the Sale Price and other sales conditions displayed on the Website subject to the conditions prescribed herein.
3. A User who wishes to purchase NFTs may purchase the NFTs listed by an Exhibitor in accordance with the purchase conditions prescribed by the Exhibitor on the Website subject to the conditions prescribed herein.
4. The sale and purchase of the NFTs shall take place directly between Users, and the Company shall not be a party to any transaction unless the Company is the Exhibitor in that transaction. Any and all disputes or trouble related to transactions on the Website shall be resolved between Users, and the Company shall not be obliged to become involved in such disputes or trouble unless the Company is a party to that transaction as an Exhibitor. However, the Company shall reserve the right to intervene in a transaction between Users if the Company deems it necessary for the proper management of the Website.
5. The Service creates the NFTs using a Blockchain network (the “**Network**”). Transactions such as the transfer of the NFTs may be carried out only within the Network or with other networks whose interoperability with the Network has been secured.
6. The Service is a service that uses a blockchain network, and the Company cannot be in any way liable for records on the blockchain network. The Company shall not be liable for any increase in network fees, delay in transactions, failure of transactions, loss of any of the NFTs, divulgence of other assets from the crypto-asset management wallet, and the like.
7. Each User shall prepare the equipment, communication environment, or the like necessary to use the Service at his or her own expense and liability.

Article 4 Consent to these Terms

1. An agreement based on the contents of these Terms (the “**Usage Agreement**”) shall be established at the time each User connects his or her crypto-asset management wallet to the Service in accordance with the description on the Website, and from this time the User may start using the Service subject to these Terms.
2. A User who is a minor shall use the Service upon obtaining the consent of his or her legal guardian or other legal representative.

3. If a User who is a minor uses the Service under the false assertion that he or she has obtained the consent of his or her legal guardian or other legal representative or has reached the age of majority, or otherwise uses fraudulent means to cause the Company to believe that he or she has legal capacity, such User may not rescind any legal acts such User committed regarding the Service.

Article 5 Use of Service

1. A person who wishes to use the Service shall connect his or her crypto-asset management wallet to the Service with a wallet address that is compatible with the Network (the “**Connecting Wallet Address**”) in the way prescribed by the Company.
2. By applying to connect his or her crypto-asset management wallet to the Service, a person who wishes to use the Service shall be deemed to have represented that he or she does not fall under any of the following items and covenanted with respect to the future that he or she will not fall under any of the following items. If the Company deems that a User falls under or is likely to fall under any of the following items, the Company may refuse the use of the Service without giving any prior notice or demand for cure, etc. Even if the Company refuses the use of the Service, the Company shall not be obliged to disclose the reason therefor.
 - (1) if the person or any of his or her officers (including employees, directors, executive officers or any other person similar thereto who executes operations) is an Antisocial Force, Etc. (meaning an organized crime group, a member of an organized crime group, a person for whom a period of five years has not elapsed since that person was an organized crime group member, a quasi-member of an organized crime group, a corporation or group affiliated with an organized crime group, a shareholder meeting extortionist (*sokaiya*), a corporate extortionist acting under the guise of a social movement (*shakai undo hyobo goro*), a corporate extortionist acting under the guise of political movement (*seiji undo hyobo goro*), a group or individual that in the context of having a relationship with an organized crime group plays a key part in structural injustice using force or through a financial connection with an organized crime group (*tokushu chino boryoku shudan*), a radical right-wing organization, or any other anti-social force or person similar to any of these entities; the same shall apply hereinafter), or has any kind of interaction or involvement with an Anti-social Force, Etc. such as providing funds or using other means to cooperate or participate in the maintenance, operation, or management of an Anti-social Force, Etc.;
 - (2) if the Company deems the person to be an individual or organization that is designated as the subject of economic sanctions by an agreement of Japanese or foreign governments, or international organizations, or if the Company deems that the person is accessing to the Service from a country or region that is subject to such sanctions;
 - (3) if the person was in the past refused the use of the service or user registration, or subject to cancellation of his or her account or other disposition in services provided by the Company or group companies of the Company (the “**Company Group**”), or has breached agreement or other such contract with the Company Group;

- (4) if the person is using the Service for illegal or unjust purposes (including money laundering including tax evasion, financing terrorism, and any act that conflicts with measures against proliferation financing), or if the person is likely to undermine the social reputation of the Company if approved to use the Service; or
- (5) if the Company otherwise reasonably deems it inappropriate to approve the use of the Service by such person.

Article 6 Use of wallet

1. To engage in transactions for the NFTs using the Service, each User shall prepare a crypto-asset management wallet that is compatible with MetaMask or other Networks at his or her own liability.
2. In using the Service, each User shall manage information related to the secret key or seed phrase of his or her wallet and any other information to be used in the use of the Service at his or her liability, take necessary measures to prevent unauthorized use of his or her wallet by third parties, and be liable for any acts conducted by his or herself or a third party when using his or her own wallet information or the like.
3. The Company may identify each User by the Connecting Wallet Address pertaining to the crypto-asset management wallet which each User has applied to connect to the Service as a User, and may deem the person who accessed to the Service from that Connecting Wallet Address to be the User.

Article 7 Fees

1. A fee separately designated by the Company (the “**Service Fee**”) will be incurred upon using the Service.
2. Each Purchaser shall bear any network fees necessary for the sale and purchase of the NFTs on the Website.

Article 8 Creation and sale of the NFTs

1. A User who wishes to create and sell the NFTs may create the NFTs using the Network and sell the NFTs on the Website as an Exhibitor subject to the provisions of the Exhibitor Terms on the condition that the User agrees to the Exhibitor Terms in the way prescribed by the Company.
2. The NFTs that may be exhibited on the Website shall be limited to NFTs that (i) do not fall under Crypto Assets, Prepaid Payment Instruments, Currency-Denominated Assets, or Securities, and (ii) are not subject to other financial regulations, and an Exhibitor shall not create or sell those NFTs through the Service. If the Company deems that the NFTs are likely to fall under Crypto Assets, Prepaid Payment Instruments, Currency-Denominated Assets, or Securities in accordance with the standards separately prescribed by the Company, the Company may not approve the creation and sale of such NFTs using the Service, and Users may not make any objection thereto.
3. Upon selling the NFTs on the Website, each Exhibitor shall comply with all laws and regulations (including guidelines and policies) that are applicable to an Exhibitor of the NFTs, including the Act on Specified Commercial Transactions and Act on the Protection of Personal Information.

4. The Company may establish guidelines for Exhibitors in addition to the Exhibitor Terms in order to comply with regulations that are imposed on providers of digital platforms for NFT transactions, including the Act for the Protection of Consumers who use Digital Platforms. Each Exhibitor shall comply with these guidelines as Individual Terms.

Article 9 Sale and purchase of NFTs

1. By listing the NFTs on the Website with the Sale Price or other sales conditions displayed, the Exhibitor shall be deemed to have applied for a purchase agreement regarding such NFTs with a User who wishes to purchase the NFTs. The Sale Price that an Exhibitor lists includes tax.
2. Exhibitors may withdraw the application for the purchase agreement regarding an NFT by canceling the listing of such NFT on the Website in accordance with the procedures prescribed by the Company only until a User who wishes to purchase NFTs begins the purchasing process for such NFT on the Website.
3. At the time when a User who wishes to purchase NFTs completes the payment procedures for the Sale Price with respect to a certain NFT on the Website, the purchase agreement regarding such NFT will be established between the User and the Exhibitor, and at the time when the information of the Connecting Wallet Address of the Purchaser is recorded on the NFT or the NFC Card-type NFT Wallet Address information is recorded and the NFC Card-type NFT Wallet is distributed to the address designated by the purchaser, the delivery of the NFT shall be completed and any the rights shall be transferred to the Purchaser.
4. Users may not cancel or terminate the purchase agreements for the NFTs that have already established unless otherwise agreed upon separately between an Exhibitor and Purchaser. The Company shall not be involved in any processes for the cancelation of purchase agreements for the NFTs that have already established, and any refund of the Sale Price or return of the NFTs shall be conducted between Users.
5. The Company may request Exhibitors to comply with certain restrictions on the matters regarding the sale and purchase of the NFTs, including the amount of the purchase price of the NFTs, the number of available purchases, or the like, and each User shall comply with such restrictions. Even if the transaction restrictions requested by the Company causes damage to Users, the Company shall not be liable for such damage.
6. Any claims such as complaints, dissatisfaction, or disputes related to the sale and purchase of the NFTs shall be resolved between the relevant Users, and the Company will not be involved in such claims, etc. In particular, the Company will neither compensate any User for the Sale Price nor arrange any insurance, etc. to compensate any User.

Article 10 Payment of Sale Price

1. Payment of the Sale Price by Purchasers shall be conducted with the Crypto Assets or Japanese YEN that Exhibitors list in the exhibition page. Purchasers shall pay the Sale Price plus any network fees when paying the Sale Price.
2. The amount obtained after deducting the service usage fee from the Sale Price shall be paid by the Purchaser to the Exhibitor, denominated in the Crypto Asset in which the seller listed on the listing page, directly into the crypto-asset wallet which the Exhibitor connects to the Service. In some cases, the Company may pay the seller an amount in Crypto assets

or Japanese yen to the designated Crypto assets wallet or designated bank account after deducting the Service Usage Fee and other fees from the Sales Price.

3. The Service Fee shall be paid to the Company denominated in the Crypto Asset in which the Purchaser paid, by directly deducting such Service Fee amount from the Sale Price to be paid by the Purchaser to the Exhibitor.

Article 11 Rights pertaining to NFTs

1. After a Purchaser purchases an NFT and receives the transfer of the NFT, the information of the Connection Wallet Address of the Purchaser is recorded on the NFT.
2. Purchasers may transfer the purchased NFTs to the holder of wallet address on the Network or any network that secures interoperability with the Network.
3. While holders of the NFTs may conduct the matters prescribed in the preceding two paragraphs and access the meta data of the image data recorded to the NFTs, the NFTs only designate the rights within the scope that Exhibitors have granted to Purchasers, and holders of the NFTs shall not obtain IP Rights in connection with the digital data represented on the NFTs. The authority to access the meta data of the image data is subject to various restrictions prescribed in these Terms.

Article 12 Amendment, abolition, stoppage, or suspension of Service

1. The Company may amend all or part of the content of the Service or abolish the provision of the Service without giving any prior notice to Users.
2. If the Company reasonably determines that there are grounds for any of the following, the Company may stop or suspend the provision of all or part of the Service without giving any prior notice to Users:
 - (1) if inspections or maintenance work for the systems or the like related to the Service must be urgently conducted;
 - (2) if the provision of the Service becomes difficult due to force majeure events such as earthquakes, lightning strikes, fires, power failures, or other natural disasters;
 - (3) if all or part of the services provided by other companies are suspended or stopped;
 - (4) if any system or communications circuit or the like related to the Service is interrupted due to an accident or any other such reason; and
 - (5) if the Company otherwise determines that the provision of the Service must be suspended.
3. After giving prior notices to Users, the Company may stop the Service temporarily to conduct inspections of the equipment or the like used for the Service.
4. Each User understand that, due to the amendment or abolishment of the Service, there are cases where the information that is represented by the NFTs but not recorded on the block chain network will become not represented.
5. In any of the cases prescribed in the paragraphs above in this Article, to the extent that such amendments, abolitions, stoppages, or suspensions, etc. of the Service comply with the provisions in this Article, the Company shall not be liable for any disadvantage or damage incurred by Users or third parties due to such amendments, etc.

Article 13 Prohibited matters

1. The Company prohibits Users from engaging in the following acts when using the Service. If any User breaches this prohibition, the Company may take measures it determines necessary, such as refusing of use of the Service:
 - (1) violating laws and regulations or breaching any act which violates public order or these Terms;
 - (2) committing a criminal act or an act linked to crime, or any act supporting or encouraging such acts;
 - (3) infringing any IP Rights of the Company or a third party;
 - (4) altering or damaging, or disassembling, decompiling, or reverse-engineering the Service or contents of the Service;
 - (5) acquiring the contents of the Service by fraudulent means or redistributing them fraudulently;
 - (6) unreasonably discriminating or slandering the Company or a third party or damaging the reputation or credit of the Company or the Service;
 - (7) infringing or being likely to infringe any property of the Company or a third party;
 - (8) engaging in any act that economically damages the Company or a third party;
 - (9) engaging in any threatening act towards the Company or a third party;
 - (10) engaging in any act that interferes with the operation of the Service;
 - (11) an act of purchasing the NFTs by a citizen, inhabitant, resident, or visitor in a country or area where the purchase of the NFTs is prohibited, limited, or otherwise restricted under laws and regulations, etc.;
 - (12) using computer viruses or harmful programs or encouraging their use;
 - (13) applying stress that excessively burdens the equipment for the Service;
 - (14) attacking the servers, systems, or security of the Website;
 - (15) trying to access the Service through interfaces other than ones provided by the Company;
 - (16) divulging information acquired from the Service;
 - (17) any other act that the Company deems to be inappropriate.
2. If a User breaches any of the provisions under the preceding paragraph, the Company may claim compensation from such User for any damage (including reasonable attorney's fees) incurred by the Company due to such breach.

Article 14 Exclusion of anti-social forces

1. Each User represents that they do not, and warrant with respect to the future that they will not, fall under an anti-social force.
2. Each User covenants that they neither conduct, nor cause any third party to conduct, acts that fall under any of the following:
 - (1) making violent demands;
 - (2) making unjust demands beyond legal responsibility of such demand's recipient;
 - (3) using threatening language, behavior, or violence;
 - (4) damaging the reputation of the Company by spreading rumors or using fraudulent means or force, or obstructing the business of the Company; or

- (5) being involved with anti-social forces regardless of the method or style thereof.
3. If a User breaches any of the warranties or covenants stated in the preceding two paragraphs, the Company may suspend the provision of the Service and cancel the Usage Agreement without issuing any demand for cure. The breaching User shall compensate for the damage incurred by the Company due to the suspension of the provision of the Service or cancelation of the Usage Agreement.

Article 15 No warranty

The Company does not expressly or implicitly warrant that there are no practical or legal defects (including defects related to security, etc., errors or bugs, or infringement of rights) in the Service, nor the security, reliability, accuracy, integrity, validity, and fitness of the Service for any particular purpose.

Article 16 Liability exclusion

1. The Company does not guarantee the proper operation of equipment or software used by Users when using the Service and, unless there is willful misconduct or gross negligence on the part of the Company, the Company shall not be liable for any damage caused due to the unavailability of the Service.
2. The Company shall not be liable for the legality, morality, reliability, or accuracy of any website linked on the Website, unless there is willful misconduct or gross negligence on the part of the Company.
3. The Company shall not be liable to compensate Users for any damage directly or indirectly caused to Users due to the use of the Service unless there are reasons attributable to the Company therefor.
4. The Company shall not be liable to compensate Users for any damage incurred by Users due to special damage, indirect damage, loss of profits, or force majeure events, regardless of the grounds for a claim for such compensation or whether such damage was foreseen by the Company, unless there is willful misconduct or gross negligence on the part of the Company.
5. The Company shall not be liable for any dispute or trouble between a User and a third party unless there is willful misconduct or gross negligence on the part of the Company. If any trouble arises between a User and a third party, the trouble shall be resolved at the liability of both parties.
6. If the Company is liable to compensate for any damage related to the use of the Service, the amount of compensation shall be limited to the total amount that the relevant User paid to the Company within the last one month as fees for the Service, unless there is willful misconduct or gross negligence on the part of the Company.
7. If a User causes damage to any other Users or any dispute arises between a User and a third party in connection with the use of the Service, the User shall, at its own expense and liability, compensate for such damage or resolve such dispute, and shall not cause any inconvenience or damage to the Company.
8. If any third party makes a claim against the Company for compensation for damage due to an act that is attributable to a User, the User shall bear the expenses (including, but not limited to, attorney's fees) necessary to resolve the dispute arising from such claim.

9. If a User causes damage to the Company in connection with the use of the Service, such User shall compensate the Company for the damage (including, but not limited to, any legal fees and attorney's fees) at its own expense and liability.
10. The Company does not provide any warranty regarding the accuracy of the information listed in the Service or information regarding the contents. The Company shall not be liable for any dispute or trouble with respect to the information or contents listed in the Service, unless there is willful misconduct or gross negligence on the part of the Company.
11. The Company does not provide any warranty regarding matters such as the ownership of IP Rights pertaining to the contents configured or represented in the NFTs, whether the contents of the NFTs are downloadable, or whether the NFTs are resalable, and each User shall acknowledge in advance that the Company is not liable for any of the foregoing.

Article 17 Amendment to these Terms and Individual Terms

1. The Company may amend these Terms and Individual Terms within the purpose of the Service if the Company determines it reasonably necessary to do so. In that case, the Company shall notify Users to the effect and details of the amended Terms and the effective date thereof before such effective date by the method stated on the Website, or by other methods that the Company reasonably determines appropriate.
2. The Terms and Individual Terms after such amendment shall come into effect on the notified effective date.
3. Notwithstanding the provisions of the preceding two paragraphs, the Exhibitor Terms shall be amended in accordance with those terms.

Article 18 Handling of personal information

The Company shall appropriately handle the personal information that it receives from Users in accordance with the Privacy Policy.

Article 19 Notices or communications

1. Notices or communications from the Company to Users shall be conducted via the method prescribed by the Company.
2. Communications or inquiries from Users to the Company regarding the Service shall be submitted through the inquiry form on the Website or by the method separately designated by the Company.
3. Unless Users notify the Company of the change in their contact addresses in accordance with the method separately designated by the Company, the Company shall deem that the contact information currently registered is valid and shall provide notices or communications to that registered contact information.
4. Even if any notice from the Company is delayed or undelivered due to a User failing to give the notification of a change in contact information prescribed in the preceding paragraph, the notice shall be deemed to have been delivered to the relevant User at the time when such notice should normally have been delivered.

Article 20 No assignment of rights

1. Users shall not assign, transfer, create a security interest over, or otherwise dispose of their contractual status under the Usage Agreement or all or part of their rights and obligations under the Usage Agreement to a third party without the prior written consent of the Company.
2. The Company may assign all or part of the Service to a third party at its discretion, and in such case, each User shall agree that all of the contractual statuses and rights and obligations of the Company towards each User related to the Service have been transferred to the assignee within the scope of the assignment.

Article 21 IP Rights of the Company

1. Users may use the contents of the Service only within the extent designated by the Company.
2. The IP Rights pertaining to the Service belong to the Company or the developer, and the provisions under these Terms neither transfer those rights to Users nor provide any license to use those rights in any way.

Article 22 Governing law; jurisdiction

1. These Terms shall be governed by and construed in accordance with the laws of Japan.
2. The Tokyo District Court shall have the exclusive jurisdiction as the court of first instance for any disputes arising from or related to these Terms.