

Jedits Terms and Conditions

The Terms and Conditions (the "T&C" or "Terms") apply to the Purchaser of the Jada Utility Token (hereinafter "Jada Utility Token") and future user of the Jada Ai platform (hereinafter "JADA") and constitute an agreement between JADA and you.

Please read these terms carefully before moving onto the token pre-sale and sale. The T&C affect your obligations and legal rights, including, but not limited to, waiver of rights and limitation of liability. If you do not agree to these terms of sale, do not participate in the sale of the Tokens.

By purchasing the Jada Utility Tokens during the token pre-sale (Pre-ICO) and crowd sale period (hereinafter the "Token Sale"), you will be bound by this T&C ,and all terms incorporated by reference. Your purchase of Jada Utility Token is subject to this T&C .

You may not use our website, services, platforms, and acquire Jada Utility Token, if you are under 18 years old, and if you are a citizen, resident, habitant or legal entity incorporated in Restricted Use Areas as described below.

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE CAREFULLY BEFORE ACCESSING THE WEBSITE LOCATED AT jada-ai.com/ (THE "WEBSITE") OR THE JADA PLATFORM (DEFINED BELOW) OR PURCHASING TOKENS. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN.

The following Terms and Conditions of Token Sale and Use (these "Terms") form an agreement between Jada Ai Inc, a limited liability company incorporated in Dubai (the "Company" or "we") and you, or the entity you represent, ("you" or the "Purchaser") and contain the terms and conditions pursuant to which you will purchase cryptographic ERC-20 standard tokens on the Ethereum blockchain with the symbol 'JADX' and named 'Jada Utility Token' (the "Tokens" and each a "Token") from the Company. You and the Company are each a "Party" and, together, the "Parties" to these Terms. This document describes the Token sale (the "Token Sale") and your rights as a Token holder.

Prior to purchasing Tokens, you should carefully consider these Terms. By clicking the Submit button on the web application to purchase Tokens, you agree and accept to be bound by these Terms and any terms incorporated hereafter.

If you have any questions regarding these Terms, please contact the Company at hello@jada-ai.com. If any of these Terms are unacceptable to you, do not purchase the Tokens.

Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Company will be available to assist the Purchaser of Tokens during the Token Sale, the Company will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Company or 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/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that Jada Ai may change this T&C at any time, on our sole discretion without any prior notice to you. Any changes will be effective immediately upon posting on our Website. Your continued use of the Jada Ai Platform means that you accept any new or modified terms.

Services

1. The Company is aiming to build a safe and functional Artificial General Intelligence, also known as AGI, (so called, JADA technology) with the goal of enabling Professionals and Enterprises to collaborate with it, towards the accomplishment of tasks and objectives.
2. Based on the Company platform, a utility token will be issued as payment of services on the platform, such as training on proprietary user-owned data and execution of requested tasks.
3. Verified KYC enables clients to participate/contribute in the Jada Token sale and subsequent access to future releases of the Jada AGI Prototype for Personal, Professional and Enterprise collaboration under the experimental test trials.
4. Jada Utility Token does not have the legal qualification as a security, since it does not give any rights on dividends or interest, any ownership right or stake share or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to the Jada Ai, nor shall Jada Ai holders have any influence or rights in the development or governance of the Jada Ai. JADA , therefore, is not a share and does not give any right to participate in the general meetings

of the Jada Ai. Purchases of the Jada Utility Token are final and non-refundable. The acquirement and use of JADA Utility Token shall not be done for speculative usage.

5. Jada Utility Tokens can be purchased during the Token Pre-Sale and Sale directly from the official Jada Ai website and communication channels or as per Jada Ai future recommended partner platforms.
6. Jada gives no warranties that Jada Utility Tokens will be exchangeable on specific platforms or that they shall remain exchangeable on exchange platforms or that they would be exchangeable on other exchanges.
7. Jada Utility Token is not an investment advice, a security nor an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned and shall not be understood and interpreted as such.
8. Jada gives no guarantees as to the value of any of the Jada Utility Tokens and explicitly warns users that there is no reason to believe that Jada Utility Token will increase in value, and they might also decrease in value or lose their value entirely.
9. You represent and warrant, that you are acquiring Jada Utility Tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you do not consider Jada Utility Token as a security and you understand that Jada Utility Tokens may lose all their value and that you are not purchasing Jada Utility Tokens as an investment and that you are aware of all other risks deriving from holding Jada Utility Token as specified in these Terms and you accept them.
10. The Jada Utility Token performs as an entry ticket and is required to qualify for to avoid risks related to volatility (edging) .Jada may manage the funds received through Jada Utility Token distribution, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on Jada Ai sole discretion. You expressly agree to any measure Jada Ai may apply trying to avoid and/or minimize risks related to volatility.
11. Jada Utility Tokens are unregulated. Jada Ai is not a financial institution and is currently not under supervision of any financial supervisory authority. Jada Ai does not provide any licensed financial services, such as investment services, fund management or investment advice. None of the information or analysis presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and JADA, the website and Jada Utility Tokens do not offer, are not and shall not be construed as investment or financial products. In the event of any regulatory changes would have an impact , Jada Ai reserves the right to amend its Services, the Website and the Jada Utility Token.

Token distribution

Token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

You can make a contribution to pre-adopt Jada Utility Tokens by sending Ether into the Company's designated Ethereum wallet.

Alternatively you can pay using Bitcoin through the Company's designated Bitcoin wallet or by using FIAT via the Company's official banking partner, said alternative payment information will be provided upon request exclusively via email to hello@jada-ai.com

Jada reserves the right to amend acceptable digital asset or FIAT at any time, based on its sole discretion.

All acquirement of Jada Utility Tokens shall be publicly accessible via the Ethereum blockchain browser.

Knowledge required

1. You expressly acknowledge and represent that you have carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the acquisition of this token as indicated in the T&C.
2. You should ensure that you understand and have significant experience of cryptocurrencies, blockchain systems and services, and that you fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.
3. Jada Ai shall not be responsible for any loss of Jada Utility Tokens or situations making it impossible to access to Jada Utility Token, which may result in any actions or omissions of the future User or any person undertaking to acquire Jada Utility Tokens.
4. Jada Ai is not a provider of (a) exchange services between virtual currency and fiat currency; (b) wallet or custodial services of credentials necessary to access virtual currencies or (c) cryptocurrency mining services. User expressly agrees and acknowledges that anytime throughout the duration of these Terms, Jada Utility Tokens may require material, technical, commercial or any other changes and understands that an upgrade or modification of the Jada Utility Tokens may be required. If a you decides not to participate in such upgrade, you acknowledge and agree that non- upgraded Jada Utility Tokens may lose their functionality in full and that they may no longer use the Jada Utility Token.

Risks

1. Development failure or abortion.

Acquiring and storing Jada Utility Tokens involves various risks, in particular that Jada Ai may not be able to launch some operations and continue developing its project or community. Therefore, and prior to acquiring Jada Utility Tokens , you should carefully consider the risks, costs, and benefits of acquiring Jada Utility Tokens within the Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of Jada Ai networks and operations) or any other risks as indicated in the T&C, should not acquire Jada Utility Tokens , at this stage or later.

1. Legal Risk concerning Security Regulation.

There is a risk that in some jurisdictions Jada Utility Tokens might be considered as a security, now or in the future.

Jada Ai does not give warranties or guarantees that Jada Utility Token are not a security in all jurisdictions.

You shall bear its own legal or financial consequences of Jada Utility Token being considered a security in your respective jurisdiction.

The legal ability of Jada Ai to provide Jada Utility Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that Jada Utility Tokens are not legal in certain jurisdiction, Jada Ai will, base on its sole discretion, either;

(a) cease operations in that jurisdiction, or

(b) adjust Jada Utility Tokens in a way to comply with the regulation should that be possible and viable.

It is your obligation to check if acquisition and disposal of Jada Utility Tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use Jada Utility Token should their use not be legal in the relevant jurisdiction.

1. Risk of malfunction of blockchain.

Nobody can guarantee the Ethereum source code used by Jada will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of Jada and consequently bring adverse impact on the value of Jada Utility Token.

1. Update of the Source Code.

The Ethereum source code could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum.

Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects Jada Utility Tokens and/or JADA operation or market value.

1. Internet transmission risks.

You acknowledge that there are risks associated with utilizing an Internet-based digital assets, products and website including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Jada shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our services, website, platform, Jada Utility Tokens howsoever caused.

1. Cryptography risks.

You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including Jada Utility Tokens. This could result in the theft, loss, disappearance, destruction or devaluation of Jada Utility Token. To a reasonable extent, Jada will be prepared to take proactive or remedial steps to update the protocol underlying in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit Jada Ai accurately guide the development of Jada to take into account such unforeseeable changes in the domains of cryptography or security.

1. Forking.

Ethereum is an open source project and supported by the community. The developers of the JADA do not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of Jada and in the worst case scenario, could ruin the sustainability of Jada. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

1. Risk of unfavorable regulatory action in one or more jurisdictions.

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. Jada could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of Jada Utility Token, which could impede or limit their existence, permissibility of their use and possession, and their value.

1. Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of Jada Utility Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
2. Risk of mining attacks. Ethereum blockchain, which is used for the Jada Utility Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which Jada

interacts with. Any successful attacks present a risk to the Jada Utility Token.

3. Risk of loss of value and uninsured losses. Value of Jada Utility Tokens may fluctuate and you may suffer loss in value of such acquired Jada Utility Token. In addition to loss of value risk, Jada Utility Tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.
4. Unanticipated risks. Cryptocurrencies and blockchain technologies are new and untested technology and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.
5. You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our services, website and product and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

Force Majeure

Jada is not liable for failure to perform caused by unavoidable casualty, delays in delivery of materials, government or regulatory orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including whether conditions or pandemics), acts of terrorism, security issues arising from the technology used, failure of Ethereum or other similar platform, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other party inability to perform, may elect to suspend the terms, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of the force majeure in the injured party.

Important Disclaimer

1. This T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to Jada or any related or associated entity. Jada Utility Token will be used as an entry ticket and is required to qualify for direct access to the Jada platform when it will be accessible and is not intended to be used as an investment.
2. Any information in this T&C is given for general information purpose only and Jada Ai does not provide with any warranty as to the accuracy and completeness of this information.
3. The offering of Jada Utility Tokens is done in order to allow the and utilization of the Jada Artificial Intelligence together with its supporting technologies, and not for speculative purposes.

4. Jada is not a financial intermediary and is not required to obtain any authorization for Anti-Money Laundering purpose.
5. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect Jada Ai's business and even limit or prevent it from developing its operations in the future.
6. Any person undertaking to acquire Jada Utility Token must be aware that the Jada Ai business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions where Jada operates. In such case, any person undertaking to acquire Jada Utility Token acknowledge and understand that neither Jada Ai nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.
7. Jada will do its best to launch its operations and develop the Jada platform of technologies. Any person undertaking to acquire Jada Utility Tokens acknowledges and understands that Jada Ai does not provide any guarantee that it will manage to achieve it.
8. Acquiring Jada Utility Token shall not grant any right or influence over JADA 's organization and governance to the users. These tokens will be issued by a technical process referred to as a «blockchain». This is an open source IT protocol over which the Jada Ai has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another «blockchain» network that is compatible with the Smart Contract programming language. You acknowledge and understand therefore that Jada (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the Jada Utility Token expected in case of intentional misconduct or gross negligence.
9. Jada Utility Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the Jada Utility Token network to malfunction or operate in a way that is not expected.
10. Employees of Jada Ai are allowed to operate with Jada Utility Token at market price if they are not in knowledge of information that may modify the price of the Token.

Eligibility, Representation and Warranties

1. You must be at least 18 years old to use our services, product and website. By using our services, products and accessing our website you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our services (b) have not been placed on any of the sanctions lists,
2. If you are using the services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly

existing under the applicable laws of the jurisdiction of its organization; (b) you are duly authorized by such legal entity to act on its behalf (c) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Jada has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control ;

3. In particular you declare that;

1. You are familiar with all related regulations in the specific jurisdiction in which you are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind
2. You are not acting for the purpose of speculative investment;
3. You live in a jurisdiction which allows Jada Ai to sell the Jada Utility Token through a crowd sale without requiring any local authorization;
4. You do not live in a jurisdiction which is qualifying token issued through a crowd sale as securities;
5. You will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
6. You are solely responsible for determining whether the acquisition of JADA Utility Token is appropriate for you;
7. You are acquiring Jada Utility Token exclusively for use of the Jada Ai platform;
8. You understand the risks associated with the Token Sale (incl. the risks related tom the non-development of JADA network and operations) and understand the use of cryptocurrencies and its associated risks.
9. You acknowledge and accept that the Jada Utility Token sale is taking place within the current legal environment that is still under development, shall not violate or attempt to violate the security of the website; services, platform and Jada Utility Token and you will not hack into, interfere with, disrupt, disable, overburden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the website, platform and Jada Utility Token.
10. You will comply with any applicable tax regulations in its jurisdiction arising from your purchase of Jada Utility Token and that you bear solely responsibility for determining the tax implications if any relating to a)the purchase , allocation, use or ownership of Tokens b)the sale and Purchase of Tokens c)any other action or transaction related to the Token.
11. You declare that you are not a citizen or that you are not purchasing Jada Utility Tokens on behalf of a citizen of any of the following countries: Russia, Iran, North Korea, Siria, South Sudan, Crimea, Cuba, Congo, United States of America and its territories, Donetsk and Luhansk.
12. This Agreement restricts the sale of Jada Utility to a single purchase by the Adopter. The Adopter agrees not to exceed the

maximum cap in cumulative purchases and further undertakes not to utilize third parties for purchases exceeding the specified maximum cap.

Jada shall have the right to implement necessary measures to monitor compliance of this Section.

Future migration of Tokens

The Tokens are being created as ERC-20 standard compliant tokens on the Ethereum blockchain protocol. We reserve the right to migrate the Ethereum-based Tokens (the "Pre-existing Tokens") to another protocol and to generate replacement Tokens on the new protocol (the "Replacement Tokens") in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Jada Platform. Should we decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Jada Platform or any other operational matters, except with respect to the migration process. If the Tokens are migrated to another protocol, the practical utility of Pre-existing Legacy Tokens will cease to exist, once Replacement Tokens are created and in use by a significant portion of Jada Platform participants. In other words, support will be given exclusively to the upgraded, migrated future tokens.

You acknowledge and agree to the following:

- a) That for you to continue to participate in the Jada Platform or obtain utility from the Tokens you may need to convert the Tokens you receive to Replacement Tokens in the future.
- b) Jada will make all reasonable technological efforts to migrate the tokens automatically to the same address originally used to acquire them
- c) That you will not incur in any activity to acquire any tokens from third parties to Jada and manipulate your balance
- d) That you will abide by Jada's internal token holder ledger, which will be equal to the first Jada token transfer registered on-chain for each wallet, disregarding any and all subsequent transfers from the Recepter wallet to Third Party wallets that have not been registered by Jada or that belong to any other Adopter (non-transferability)
- e) That you agree to comply with all future KYC procedures that are necessary to receive the future v2 upgraded Jada Token, which currently has a working, preliminary name designation of "Jedit" or "JADX"

Intellectual Property Rights

To the extent that copyright or other intellectual property rights exist on the Jada platform, website, Jada Utility Token and services such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to Jada Ai.

Under no circumstances will these Terms be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these terms. You agree that Jada Ai Intellectual Property may be used only as provided in these terms. All rights not expressly granted herein are reserved.

Disclaimer of Warranties

1. To the fullest extent permissible under applicable law, our service, website, Jada Utility Tokens are provided on an "as is," and "as available" basis, without warranties of any kind. no warranty of any kind, express, implied or statutory, including implied warranties of condition, uninterrupted use, merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third-party rights, and warranties (if any) arising from a course of dealing, usage, or trade practice, is given in conjunction to website, services, platform, Jada Utility Token any software or tolles contained in website, Jada Utility Token and services and in general.
2. Jada does not warrant that the service, Jada Utility token or website will be error-free or uninterrupted or that any defects will be corrected in reasonable time. you acknowledge that your use of the service, platform and website is at your sole risk.
3. While every effort is made to ensure that information contained in the Jada Ai website is correct, the Jada disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website and/or Jada .
4. Jada does not guarantee the confidentiality or privacy of any communication or information transmitted through services, on the Website or any site linked to the website. Jada will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our services, website or platform.
5. Jada shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Jada . Always log into your account through the website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.cf

Limitation of liability

1. Jada , as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the token sale, arising out of or related to the use of the Jada platform or any technical, interruption or malfunction of the Jada platform, website, token, services or otherwise. In no event shall Jada Ai, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, be liable for any special, indirect, incidental, punitive or consequential damages of any kind

whatsoever, including without limitation any damages caused by or resuming from reliance by any user or any information obtained from the Jada Ai, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, suspension of Ethereum network communication failure, theft, destruction or unauthorized access to Jada Ai's records, services, website, Jada Utility Token. In addition to the above, Jada shall not be liable for any loss of profit, loss of business, trading losses, loss in value, or any other loss. This applies even if such damages are foreseeable.

2. The limitation of liability set out above shall not be applicable in the event that Jada , or a Jada employee, has caused the damage by intentional misconduct or by gross negligence.
3. Each party acknowledges that the fees payable hereunder reflects the allocation of risk set forth in the agreement and that each party would not enter into the agreement without these limitations on liability.

Indemnification

You will defend, indemnify and hold Jada, its affiliates and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from (a) your use of our services, website, platform, Jada Utility Token (b) your breach of these terms or any other liabilities arising out of your use of the services, website and product or the use by any other person accessing the website, service, platform, Jada Utility Token using your computer and/or your personal information (c) your violation of any rights of any other person or entity in connection with these terms (d) third-party claims concerning these terms or you thereof. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves Jada Ai as a result of these terms. Jada may participate with counsel of its own choosing in any proceedings describing above. Should Jada be required to respond to compulsory legal order, you will reimburse Jada Ai for reasonable attorney and contractors fees for their time and material spent responding to obligatory legal orders. You will not agree to any settlement which imposes any obligation or liability for Jada Ai without Jada Ai's prior written consent.

Release

To the fullest extent permitted by applicable law, your release Jada and its employees, officers, and affiliates from responsibility, liability, claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in you favor at the time of agreeing to this release.

Links to other Websites

1. Our services, website, platform, Jada Utility Token may include links to third party websites, third party wallet providers or other service providers ("Third Party Sites"). If you use any links made available through our services, website, platform, application to reach other websites not maintained by the Jada you will leave our services, website, platform, application. The linked sites are not under the control of the Jada and Jada is not responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site.
2. Jada shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through third party sites. Jada Ai provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by Jada of third party sites, nor does it imply that the linked third party sites recommends, approves of, or endorses Jada

Feedback

1. In connection with your use of our services, website, platform, you may provide us with your feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials you provide to us, whether by email, posting through our services, website, platform or otherwise. You waive any rights you may have to the feedback (including any copyrights to the extent permitted by law).
2. Any Feedback you provide to us is non- confidential, non-proprietary and is not subject to a third-party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such feedback. We have the right to disclose your identity to any third-party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

Term and Termination

This agreement is entered into for unlimited duration. We reserve the right to terminate and/or suspend your access to our services/website, without giving you prior written notice and delete all related information and files related to your use of our services, website, platform, mobile application, without liability to you, at any time for any reason, including, but not limited to,

if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

Notices

1. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that Jada provides in connection with your use of Jada Services, Website, Platform and mobile application (if applicable). You acknowledge and agree that JADA may provide these communications to you by posting them on its Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and Communication via our Website will be effective upon posting. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.
2. It is your responsibility to keep your email address with the Jada up to date so that the Jada can communicate with you electronically. You understand and agree that if the Jada Ai sends you an electronic communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, Jada Ai will be deemed to have provided the communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add the Jada Ai to your email address book so that you will be able to receive the communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Jada Ai account or by sending such information to: hello@jada-ai.com

You may contact us by sending email to hello@jada-ai.com with general questions. All legal notices (including legal disputes) must be sent in writing to one of the following addresses: legal@jada-ai.com or Gate Avenue, Dubai International Financial Centre, United Arab Emirates by postage prepaid by certified or registered mail, return receipt requested and addressed to the authorized representative of the relevant Party. All given notices must be in English language.

Taxes

1. You are solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the use of services, website, platform, Jada Utility Token or any other Jada product. Jada is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Services, Website, Platform, and the Jada Utility Token.

Jada makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.

1. All fees and charges payable by you to Jada are exclusive of any taxes and if certain taxes shall be applicable, they shall be added on top of applicable amount. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you might need to provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

After the Token Sale

You should have no expectation of ownership or influence over the governance of Jada. Prior to a you selling Tokens, you shall ensure that the buyer of any such Token undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the Token sale (including, without limitation, the satisfactory completion of any Compliance Procedures). No certificate will be issued in relation to Tokens and a Purchaser's personal Token holding is not required to be reflected, recognized, or recorded in any account or ledger maintained by the Jada save in connection with the Compliance Procedures.

Rejection and Refund Policy

The Purchase of the Jada Utility Tokens is final .You cannot cancel the purchase and your purchase cannot be refunded, except as determined by Applicable Law. We have the right to reject your offer to Purchase Tokens

Severability

1. If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
2. This T&C are subject to and governed by Federation Law to the exclusion of Federation International Private Law and any International Treaties. Any User of JADA agree to seek an amicable settlement prior to bringing any legal action.

All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the UAE arbitration Rules in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only.

The seat of the arbitration shall be the DIFC . The arbitral proceedings shall be conducted in English.

ANTI MONEY LAUNDERING

The Purchaser represents and warrants that:

- is not a Prohibited Person;
- no person or entity that controls, is controlled by or under common control with, the Purchaser is a Prohibited Person;
- neither the Purchaser nor any person having a direct or indirect beneficial interest in the Purchaser or the Tokens being acquired, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions; and
- to the extent that the Purchaser has any Beneficial Owners;

-it has carried out thorough due diligence to establish the identities those Beneficial Owner

-based on that due diligence, the Purchaser reasonably believes that no Beneficial Owner is a Prohibited Person

-it holds the evidence of those identities and status and will maintain all of that evidence for at least five years from the date of the Purchaser's complete redemption from the Company; and

- it will make available that evidence and any additional evidence that the Company may require upon request in accordance with applicable regulations. For these purposes, "Beneficial Owners" include, but are not be limited to the following: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund of funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person represented by the Purchaser in an agency, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity,⁹

You Purchaser acknowledges that if any of the representations and warranties in the preceding clause ceases to be true or if Jada no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, Jada may, in accordance with applicable regulations, be obligated to do one or more of the following:

- to take certain actions relating to you holding of Tokens;
- to report that action; and
- to disclose your identity to OFAC or any other authority.

If Jada is required to take any of the actions referred to in the preceding clause, the Purchaser understands and agree with Jada, that it has no claim against Jada, and its affiliates, directors, members, partners, shareholders, officers, employees and agents for any of damages as a result of any such actions.

To the extent that the foregoing release endures for the benefit of any director, officer, employee, delegate, agent or subcontractor (whether existing or in the future) of Jada, the Purchaser acknowledges, and by

accepting this application Jada agrees, that the Company holds the benefit of release on trust for that person.

In order to comply with the anti-money laundering regulations applicable to Jada, the Purchaser acknowledge to Jada that Tokens will not be issued until Jada is satisfied that evidence regarding the source of the purchase amounts and your identity is satisfactory

Personal Data

You acknowledge that you have read and understand the Jada's Privacy Policy (available at jada.ai.com .

Upon Jada's request, you will immediately provide to Jada information and documents that the Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial processes and anti- money laundering applicable laws.

Such documents may include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. You consent to Jada disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Your failure to provide accurate and complete information required for your receipt of Tokens may result in delays, losses, costs, non-delivery of refunds or Tokens or other issues.

You acknowledge that Jada may refuse to distribute Tokens to you and or provide access to your account until such requested information and/or documents is provided. Jada reserves its right to request further information and documentation at any time in its sole discretion. Jada may refuse you access should it have doubts as to validity, authenticity and genuineness of the documents, provided by you. You agree that Jada shall not be liable for any loss arising as a result of the delay or non-delivery of Tokens to you or any other actions taken by Jada described in this section, and you hereby waive all claims against Jada arising from such losses. You agree to indemnify and hold harmless Jada , against any loss incurred by Jada due to any such information or documentation not being provided by you.

You agree that Jada will process all personal data you provide or make available during the Sale Period, including among other ,but not limited to your:

- name and surname;
- country of residence/nationality
- scanned government issued ID (which must be valid for at least 6 months as of uploading date);
- date of birth (if not available on the ID document);
- primary occupation;
- proof of residency, which will be provided with any of the following documents:
 - o Bank statement of your current account;
 - o Credit card statement;
 - o Loan-related documents from a bank;
 - o Utility bill;
 - o Broadband home internet bill, landline phone bill;
 - o Tax return, council tax bill;

- o Government-issued certificate of residency;
- mobile phone number;
- photographs of you (which you must provide holding your ID document next to your face, with you head and shoulders visible, or by holding a hand-written piece of paper containing the words "Jada" and the date of your application); and
- any other personal identification information reasonably required by Jada to discharge its identification and/or anti-money laundering and terrorism financing obligations.

In addition to the information set out above, Jada collects information from running its Website, provided thereto, and processes such information. When you visit the Website, Jada collects information sent by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our website. When you use a location-enabled device with the Jada's website, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. When you access the Website, Jada or its applicable third-party service providers on behalf of the Company may place small data files called cookies on your computer or other device. Jada uses these technologies to recognize you as a user; customize the Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

We take your privacy very seriously .Jada may share your personal data with third parties in order to complete the Token Sale ,reveal or suppress fraud or fix technical bugs or eliminate security problems. Jada will disclose your personal data to its affiliates, subsidiaries and third-party service providers in so far as is necessary to complete the Token Sale and fulfill the purposes set out below. The processing of your personal information shall otherwise be in accordance with the terms of Jada's privacy policies in effect from time to time.

You agree that Jada will process your personal data to market, conduct and perform technical analysis on the completion of the Token Sale. Processing of your personal data will also be carried out in order to: (a) fulfill the Company's obligations under these Terms and under applicable law (including to comply with applicable anti-money laundering requirements); (b) complete your registration; (c) provide technical support and (d) to assist the Company in the development of the System and the performance of the activities set out in the Jada AI Paper.

Security measures. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

Security

You are responsible for implementing all measures for securing the wallet, vault, or other storage mechanism you use to receive and hold Tokens purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. Under no circumstance whatsoever or howsoever is the Company responsible for any losses, costs, or expenses relating to lost access credentials.

Miscellaneous

1. Entire Agreement. These terms represent the entire agreement, and supersede all prior and contemporaneous understandings between you and the Jada Ai regarding the subject matter, especially regarding the services, website, platform and Jada Utility Token. In the event of any conflict between these terms and any other agreement you may have with the Jada , the terms of that other agreement will prevail only if these terms are specifically identified and declared to be overridden by such other agreement.
2. Assignment. These Term shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without Jada Ai's prior written consent from, including by operation of law or in connection with any change of control. Jada Ai may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.
3. Waiver. Jada Ai failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
4. Jada reserves the right to amend this document to reflect the current status of the platform's development, with a commitment to actively pursue positive project development.