

Terms of Use

These Terms of Use (hereinafter referred to as “these Terms”) prescribe matters that need to be observed by the users in using the Service (as defined in Article 2) provided by nanameue, Inc. (hereinafter referred to as the “Company”) as well as the rights and obligations between the Company and the users. If you intend to use the Service, please make sure to read this document in its entirety before agreeing to these Terms.

Article 1. Scope of Application

1. The purpose of these Terms is to prescribe the rights and obligations between the Company and the Registered User (as defined in Article 2) in relation to the use of the Service, and these Terms apply to any and all relations pertaining to the use of the Service between the Registered User and the Company.
2. The various rules and regulations related to the Service that are posted by the Company on the Company’s Website (as defined in Article 2) as needed constitute a part of these Terms.

Article 2. Definitions

Each of the following terms used in these Terms shall have the meaning set out below.

- (1) “External Service” means the service that allows the Registered User to stake ETH held by the Registered User through the Service.
- (2) “External Service Provider” means the provider of the External Service (including without limitation StakeStone, Inc.).
- (3) “Intellectual Property Rights” means copyrights, patent rights, utility model rights, trademark rights, design rights and other intellectual property rights (including rights for acquiring such rights or filing applications for the registration of such rights).
- (4) “Company’s Website” means the website operated by the Company having the domain of “https://dashboard.yay.space/stake” (when the domain or content of the Company’s Website is changed irrespective of the reason, including the website after such change).
- (5) “Registration Applicant” means the “Registration Applicant” defined in Article 3.
- (6) “Registration Information” means the “Registration Information” defined in Article 3.
- (7) “Registered User” means an individual or a corporation registered as a user of the Service pursuant to Article 3.
- (8) “Service” means the staking service named Yay!Staking provided by the Company (when the name or content of the service is changed irrespective of the reason, including the service after such change).
- (9) “Service Agreement” means the “Service Agreement” defined in Article 3, Paragraph 4.
- (10) “ETH” means the crypto-asset Ethereum.
- (11) “StakeStone” means the service provided by StakeStone, Inc.
- (12) “Stone Tokens” means the tokens issued by StakeStone in exchange for the Registered User staking ETH on StakeStone.
- (13) “yayStone Tokens” means the tokens granted by the Company to the Registered User who can stake ETH on StakeStone through the Service and receive the Stone Tokens from StakeStone.

Article 3. Registration

1. A person who wishes to use the Service (hereinafter referred to as the “Registration Applicant”) may file an application with the Company to be registered for using the Service by agreeing to observe these Terms, and providing to the Company the wallet address information designated by the Company (hereinafter referred to as the “Registration Information”) in the manner specified by the Company.
2. The Company may refuse the registration of the Registration Applicant under Paragraph 1 of this article if the Registration Applicant corresponds to any of the following items:
 - (1) the Company determines that the Registration Applicant may breach these Terms;

- (2) the Registration Applicant's registration for using the Service has been cancelled in the past;
 - (3) the Company determines that the Registration Applicant corresponds to antisocial forces, etc. (meaning an organized crime group, organized crime group member, associate member of an organized crime group, person for whom five (5) years have not yet elapsed from ceasing to be an organized crime group member or associate member of an organized crime group, company associated with an organized crime group, corporate extortionist, socially-branded racketeering organization, organized intellectual crime group or any group or individual that pursues economic gain by using violence, intimidation or fraudulent means; hereinafter the same), or is somehow interacting or involved with antisocial forces, such as cooperating or being involved with the maintenance, operation or management of antisocial forces through the provision of funds or otherwise; or
 - (4) the Company otherwise reasonably determines that it would be inappropriate to register the Registration Applicant.
3. The Company will determine whether or not to approve the registration of the Registration Application in accordance with the preceding paragraph and other standards of the Company. If the Company approves the registration, the registration of the Registration Applicant as the Registered User will be completed, and an agreement concerning the use of the Service in accordance with the various provisions of these Terms (hereinafter referred to as the "Service Agreement") will be concluded between the Registered User and the Company.

Article 4. Use of Service

The Registered User may, in accordance with these Terms, use the Service in the manner specified by the Company during the effective term of the Service Agreement.

Article 5. Content of Service

1. The Registered User may stake ETH held by the Registered User on StatkeStone through the Service.
2. In using the Service, the Registered User shall agree to the terms of service of StakeStone (URL: <https://docs.stakestone.io/stakestone/additional/terms-of-service> (including any post-change URL)) in addition to agreeing to these Terms.
3. In a case where the Registered User stakes ETH on StakeStone through the Service and is able to receive the Stone Tokens from StakeStone, the Company will receive the Stone Tokens from StakeStone on behalf of the Registered User through the Company's Non-Custodial Smart Contract and grant the yayStone Tokens equivalent to such Stone Tokens in the number separately specified by the Company in the manner separately designated by the Company. For the avoidance of doubt, the Company will not be able to move/transfer/access/refund Register Users' stoneToken without Registered User permission which is granted through/by yayStoneToken, and the Registered User shall confirm and acknowledge this point in advance.
4. After the Company's reception of the Stone Tokens, the Registered User may request Stone Token to convert, into ETH, the Stone Tokens that were obtained by the Registered User staking on StakeStone through the Service and are in the possession of the Company's Non-Custodial Smart Contract. In the foregoing case, the Registered User shall return yayStone token though the Company's Non-Custodial Smart Contract, in the manner separately designated by the Company, the yayStone Tokens granted pursuant to Paragraph 3 of this article in relation to the Stone Tokens to be converted. Registered User must independently take any and all procedures required for returning the Stone Tokens to StakeStone. The fees required for these procedures shall be borne by the Registered User.

Article 6. Service Fee and Payment Method

The Registered User may use the Service free of charge; provided, however, that the gas fees required for staking ETH shall be independently borne by the Registered User.

Article 7. Management of Account Information

The Registered User shall be liable for any damage suffered due to the insufficient management or erroneous use of the Account Information or use of the Account Information by a third party, and the Company shall not be liable in any way therefor unless there was willful misconduct or gross negligence on the part of the Company.

Article 8. Prohibited Acts

1. The Registered User must not conduct any of the following acts in using the Service:
 - (1) act of infringing upon the Intellectual Property Rights, portrait rights, privacy rights, honor or other rights or interests of the Company, another Registered User, the External Service Provider or any other third party (including any act that directly or indirectly evokes such infringement);
 - (2) act related to criminal acts or act that is contrary to public order;
 - (3) act of violating laws and regulations or breaching the internal rules of the Company or any industry group in which the Registered User is a member;
 - (4) act of sending information containing a computer virus or any other harmful computer program;
 - (5) act of sending, through the Service, data that is greater than a certain data capacity that is prescribed by the Company;
 - (6) act that is reasonably acknowledged as obstructing the Company's operation of the Service; and
 - (7) any other act reasonably determined by the Company as being inappropriate.
2. If the Company reasonably determines that the Registered User's act of transmitting information through the Service corresponds, or may correspond, to any item of the preceding paragraph, the Company may delete, suspend transmission or take other measures concerning all or a part of such information without prior notice to the Registered User. The Company will not be liable in any way for the damage suffered by the Registered User due to the measures taken by the Company based on this paragraph unless there was willful misconduct or gross negligence on the part of the Company.

Article 9. Discontinuation of Service

1. Upon corresponding to any of the following items, the Company may discontinue or suspend all or a part of the use of the Service without any prior notice to the Registered User:
 - (1) inspection or maintenance work of the computer system related to the Service is to be performed regularly or as a matter of urgency;
 - (2) computers, communication lines, etc. are shut down due to an incident;
 - (3) the Service cannot be operated due to fires, blackouts, calamities or any other force majeure event;
 - (4) the External Service Provider encounters trouble, suspends or discontinues the provision of its service, discontinues the link to the Service, or engages in a specification change; or
 - (5) the Company otherwise reasonably determines that the discontinuation or suspension of the Service is required.
2. The Company may terminate the provision of the Service based on its reasonable judgment. In the foregoing case, the Company shall notify the Registered User in advance.
3. The Company will not be liable in any way for the damage suffered by the Registered User due to the measures taken by the Company based on this article unless there was willful misconduct or gross negligence on the part of the Company.

Article 10. Preparation of Equipment

1. The preparation and maintenance of any computer, smartphone, software and other equipment, communication line and other communication environment required for receiving the provision of the Service shall be performed under the Registered User's responsibility and cost burden.
2. The Registered User shall take, at its own cost burden and responsibility, security measures for preventing computer virus infection, unauthorized access and information leakage according to its usage environment of the Service.
3. The Registered User shall exercise adequate care to prevent the loss or alteration of the information held by the Registered User or the malfunction of or damage to the Registered User's equipment when starting its use of the Service or while using the service..

Article 11. Cancellation of Registration

1. If the Registered User corresponds to any of the following items, the Company may take appropriate

measures such as temporarily discontinuing the use of the Service by the Registered User or cancelling the registration of the Registered User without requiring any prior notice or formal demand to the Registered User:

- (1) the Registered User breaches any provision of these Terms or the terms of use of the External Service Provider;
 - (2) it is discovered that the Registration Information includes a false entry;
 - (3) the Registered User uses, or attempts to use, the Service for a purpose or in a manner that may cause damage to the Company, another Registered User, the External Service Provider or any other third party;
 - (4) the Registered User is no longer able to receive the provision or link of the service from the External Service Provider as a result of breaching the terms of use of the External Service Provider or other reasons;
 - (5) the Registered User obstructs the operation of the Service, irrespective of the manner of such obstruction;
 - (6) the Company otherwise reasonably determines that it would be inappropriate to continue the registration as the Registered User.
2. Upon corresponding to any item of the preceding paragraph, any and all of the Registered User's debts borne against the Company will be automatically accelerated, and the Registered User must immediately pay all such debts to the Company.
 3. The Company will not be liable in any way for the damage suffered by the Registered User due to the acts conducted by the Company based on this article unless there was willful misconduct or gross negligence on the part of the Company.
 4. If the registration of the Registered User is cancelled pursuant to this article, the Registered User shall return, destroy or otherwise dispose any software, manual and other items related to the Service, which were provided by the Company, according to the instructions given by the Company.

Article 12. Disclaimer of Warranties

1. The Company is not making any kind of warranty concerning the increase in value of ETH held by the Registered User or the increase in number or value of tokens issued by the External Service Provider, or any increase or decrease in the assets of the Registered User. The Service is provided on an as-is basis, and the Company does not in any way warrant the fitness for a particular purpose, commercial usefulness, integrity or continuity of the Service.
2. Even in cases where the Registered User obtains some kind of information from the Company, directly or indirectly, related to the Service, the Company's Website, other Registered Users of the Service or other matters, the Company is not making any kind of warranty to the Registered User beyond the subject matter prescribed in these Terms.
3. While the Service may link up with the External Service, the Company does not warrant such link, and the Company will not be liable in any way for any trouble, etc. in the link with the External Service unless there was willful misconduct or gross negligence on the part of the Company.
4. The Registered User shall observe the terms of use of the External Service Provider at its own cost burden and responsibility, and, even if a dispute arises between the Registered User and the Company, the External Service Provider or a third party due to the Registered User's breach of the terms of use of the External Service Provider, the Company will not be liable in any way for such dispute unless there was willful misconduct or gross negligence on the part of the Company.
5. The Registered User shall conduct a search, under its own responsibility and cost burden, on whether the use of the Service will be in violation of laws and regulations applicable to the Registered User or in breach of any internal rules of industry groups, and the Company does not in any way warrant that the use of the Service by the Registered User is compliant with laws and regulations applicable to the Registered User or the internal rules of industry groups.
6. The Registered User shall handle and resolve, under its own responsibility, any transaction, communication or dispute arising between the Registered User and another Registered User, the External Service Provider or any other third party in relation to the Service or the Company's Website, and the Company will not be liable in any way for such matters unless there was willful misconduct or gross negligence on the part of

the Company.

7. The Company will not be liable for compensating any damage suffered by the Registered User in relation to the suspension, discontinuation or termination of the Service by the Company, unavailability of or changes to the Service by the Company, cancellation of registration of the Registered User, loss of data or malfunction of or damage to equipment resulting from the use of the Service, or any other damage suffered by the Registered User in relation to Service unless there was willful misconduct or gross negligence on the part of the Company.
8. Even in cases where a link from the Company's Website to another website or a link from another website to the Company's Website is being provided, the Company will not be liable in any way for websites other than the Company's Website and information obtained therefrom unless there was willful misconduct or gross negligence on the part of the Company.
9. In cases where the Company is unable to perform its obligations under the Service Agreement due to circumstances beyond the reasonable control of the Company (including without limitation fires, blackouts, hacking, computer virus infection, earthquakes, floods, wars, epidemics, embargoes, strikes, riots, impossibility to secure supplies and transport facilities, interventions, instructions or requirements by government authorities or local governments, and enactment or revision/abolition of domestic and foreign laws and regulations), the Company shall not bear any default liability against the Registered User during the period that the foregoing circumstances are ongoing.
10. Even in cases where the Company bears liability for damages against the Registered User due to the application of the Consumer Contract Act or other mandatory statutes or any other reason, unless there was willful misconduct or gross negligence on the part of the Company, the Company's compensation liability shall be limited to direct and ordinary damages, and shall not include lost profits and other indirect damages, and the Company shall not bear liability beyond the scope prescribed in the terms of use of the External Service Provider.

Article 13. User's Liability for Compensation

1. If the Registered User causes damage to the Company as a result of breaching these Terms or in relation to the use of the Service, the Registered User must compensate any such damage suffered by the Company.
2. If the Registered User receives a complaint from another Registered User, the External Service Provider or any other third party in relation to the Service or a dispute arises between the Registered User and such persons, the Registered User shall immediately notify the details thereof to the Company, handle the complaint or dispute under the Registered User's responsibility and cost burden, and report the progress and results thereof to the Company when requested by the Company.
3. If the Company receives some kind of claim from another Registered User, the External Service Provider or any other third party on grounds of infringement of rights or other reasons in relation to the use of the Service by the Registered User, the Registered User must compensate the amount that the Company was forced to pay to such third party based on the foregoing claim.

Article 14. Effective Term

The Service Agreement shall come into effect on the day that the registration of the Registered User under Article 3 is completed, and continue to remain in force between the Company and the Registered User until the earlier of the day that the registration of the Registered User is cancelled or the day that the provision of the Service is terminated.

Article 15. Amendment to these Terms

1. The Company may freely change the contents of the Service.
2. The Company may amend these Terms (including the various rules and regulations related to the Service posted on the Company's Website; hereinafter the same in this paragraph). When the Company is to amend these Terms, the Company shall notify the amended subject matter and the timing of effectuation thereof in the manner specified by the Company before such timing of effectuation. When the Registered User uses the Service after the notified timing of effectuation, or if the Registered User fails to take the procedures to cancel its registration during the period designated by the Company, it shall be deemed that the Registered User has agreed to the amended version of these Terms.

Article 16. Communication/Notice

Inquiries related to the Service and other communication or notice from the Registered User to the Company, notice related to any amendment to these Terms and any other communication or notice from the Company to the Registered User shall be made in the manner specified by the Company.

Article 17. Assignment of these Terms

1. When the Company transfers its business pertaining to the Service to a third party (whether by way of business transfer, company split or any other mode), the Company may transfer its status under the Service Agreement, its rights and obligations under these Terms, as well as the Registered User's Registration Information and other customer information to the transferee pursuant to the transfer, and the Registered User agrees in advance to such transfer provided in this paragraph.

Article 18. Entire Agreement

These Terms constitute the entire agreement between the Company and the Registered User with regard to the matters included in these Terms, and supersedes all previous agreements, representations and understandings regarding the matters set out in these Terms between the Company and the Registered User, irrespective of whether they were made verbally, in writing or in any other manner. The Japanese version of these Terms is the original, and if there is any inconsistency or conflict between the Japanese version and the English version of these Terms, the Japanese version of these Terms will prevail.

Article 19. Severability

Even if any provision of these Terms or a part thereof is deemed to be invalid or unenforceable pursuant to the Consumer Contract Act or other laws and regulations, the remaining provisions of these Terms and the remaining part of the provision in which a part thereof was deemed to be invalid or unenforceable shall continue to remain in full force, and the Company and the Registered User shall amend such invalid or unenforceable provision or part to the extent required so that it will be valid and enforceable, and exert efforts to ensure the subject matter of such invalid or unenforceable provision or part and an effect that is lawfully and economically equivalent thereto.

Article 20. Surviving Provisions

The provisions of Article 7, Article 8, Paragraph 2, Article 9, Paragraph 3, Article 10, Article 11, Paragraph 2, Paragraph 3 and Paragraph 4, Article 12 to Article 13, and Article 17 to Article 21 shall continue to remain in effect even after the Service Agreement is ended; provided.

Article 21. Governing Law and Competent Court

These Terms shall be governed by the laws of Japan, and any and all disputes arising from or in connection with these Terms shall submit to the agreed jurisdiction of the Tokyo District Court or the Tokyo Summary Court as the competent court for the first instance.

Article 22. Resolution through Consultation

With regard to any matters not prescribed in these Terms or if doubts arise in the interpretation of these Terms, the Company and the Registered User shall consult in good faith according to the principle of faith and trust and promptly resolve such matters or doubts.

[Established on *August 1st 2024*]