

TERMS AND CONDITIONS OF SERVICE PROVIDED BY ELECTRONIC MEANS

„NAIADCOIN.COM”

§ 1 PREAMBLE

1.1. Objective

These Terms and Conditions are provided by NAIAD WATER INVESTMENTS Ltd. (LLC) and its affiliates (collectively, "NAIAD WATER", "we" or "us") and regulates your use of www.naiadcoin.com (the "Service" or "naiadcoin.com") and our other websites, platforms, applications, products or services. In these Terms and Conditions, we will refer to you as "you" or "User".

1.2. Internet service

naiadcoin.com is an online service that allows you to review the terms and conditions for acquiring tokens generated using the ERC-20 standard (hereinafter "NAIAD Token" or "Token") under the terms and conditions set forth in these Terms and Conditions, the Service, Whitepaper, and other documents visible and provided by means of the Service, and to acquire them through third-party applications such as Metamask.

1.3 Acquisition of NAIAD Tokens

The User hereby acknowledges and agrees that NAIAD is the entity in charge of naiadcoin.com, while you, by purchasing Tokens on the blockchain network (Ethereum), are establishing a relationship under separate terms and conditions or terms of service, including but not limited to the information and documents provided at www.ethereum.org and/or www.metamask.io. You hereby acknowledge and agree that the acquisition of NAIAD Tokens in no way refers to a transaction or contract directly with NAIAD WATER.

1.4 Investment

NAIAD WATER's operations in no way refer to investments as mutual funds. The phrase "investments" or "investment" with respect to information posted within the Website is to be defined solely as making a purchase of Tokens or seeking to make such a purchase. NAIAD WATER's activities shall not be construed as "investment advice," "investment recommendation," or brokering such advice or recommendation or managing any assets with respect to Tokens.

§ 2. DEFINITIONS

- 2.1 NAIAD WATER** – NAIAD WATER INVESTMENTS Sp. z o.o. (LLC), with registered office at Senatorska 2, 00-075 Warsaw (Poland), KRS: 0000932931, NIP: 5252884521, share capital: PLN 5,000.00;
- 2.2 User** - a natural person, a legal person or an organizational unit without legal personality, to which legal capacity is granted by separate acts, conducting business or professional activity, or having in any other way appropriate rights regulated by national regulations in his/her place of residence or stay, who gets acquainted with information placed through the Service;
- 2.3 Website** - the website located at naiadcoin.com (www.naiadcoin.com);
- 2.4 NAIAD Token** - a term referring to a unit of asset value in the ERC-20 standard within the blockchain network (Ethereum), entitling the holder to perform actions in accordance with the information contained in the Service and the Whitepaper;

- 2.5 Whitepaper** - a document outlining the rules for Tokens, as well as opportunities for Users in connection with entering the Token Distribution Process. The document is available at naiadcoin.com (www.naiadcoin.com);
- 2.6 Token Distribution Process** - means the process of issuing Tokens using blockchain technology, whereby it is possible for the User to acquire these Tokens;
- 2.7 KYC/AML** - a set of activities as a result of which information about an individual User is obtained. These activities are performed in order to determine the appropriate scope of financial security measures for a given business relationship or transaction and to assess the risk related to money laundering and terrorist financing, taking into account specific types of risk;
- 2.8 ICT system** - a set of cooperating IT devices and software, ensuring processing and storing as well as sending and receiving data through telecommunication networks by means of a terminal device appropriate for a given type of network;

§ 3.GENERAL PROVISIONS

3.1 User

The process of distribution of Tokens is open to individuals, legal entities and other entities that have legal capacity under separate acts. The age of majority is determined by the law of the country of origin of the User, with a minimum age of 18 years. The use of the Service is free of charge.

3.2 Conditions

By participating in the Token Distribution Process, the User acknowledges that he/she has familiarized himself/herself with these Terms and Conditions, the Whitepaper, and in particular with the mechanisms of functioning of the software and applications based on blockchain technology and the risks in respect of the possibility of losing all the funds invested. These Terms and Conditions constitute a binding agreement between the User and NAIAD WATER and apply to all Users who access or use the Service (including by merely viewing content posted through the Service).

3.3 Statements regarding the Token Distribution Process

The User hereby declares that within the framework of this Token Distribution Process acts in his own name and on his own behalf, and in particular does not act on behalf of a person or entity that is a citizen or resident of countries whose laws restrict or prohibit participation in processes collectively and commonly referred to as the Initial Coin Offering or classifies the Token Distribution Process solely as an issue of financial instruments or derivatives of financial instruments within the meaning of applicable national laws. The User also hereby declares that the funds used to participate in the Token Distribution Process originate from legitimate sources. The User acknowledges and agrees that the NAIAD Token is not:

- 1) a registered, bonded or bearer document, as well as a financial instrument and a unit or investment certificate in accordance with the relevant national laws of the place of establishment of NAIAD WATER;
- 2) a collective retail investment product within the meaning of Article 4. of Regulation (EU) No. 1286/2014 of the European Parliament and of the Council on key information documents for retail collective investment products and insurance investment products (PRIIPs) and is not subject to state guaranteed regulation.

3.4 Statements in respect of NAIAD WATER activities

The User, declares that he/she accepts the provisions of these Terms and Conditions in their entirety, without any reservations or additions, and also acknowledges and accepts that:

- 1) alternative investment fund management activity or an activity carried out by an investment fund, and that NAIAD WATER's activity is not a banking operation or an insurance or reinsurance activity within the meaning of the relevant national laws;
- 2) NAIAD WATER does not act as an agent in any way in the transaction of acquiring Tokens; therefore, NAIAD WATER cannot guarantee that the Token distribution process or the

acquisition of Tokens itself will provide the User with the results, performance, or economic or financial benefits expected by the User. At the same time, the User declares that NAIAD WATER has in no way made any such guarantees or assurances to the User;

- 3) By acquiring Tokens or entering into the Token Distribution Process, the User is in no way joining NAIAD WATER, forming a partnership with NAIAD WATER, or acquiring corporate rights in NAIAD WATER, and is not entering into a similar legal relationship with NAIAD WATER, including, for example, a joint venture.

Furthermore, the User acknowledges and agrees that NAIAD WATER does not offer any services related to securities and that NAIAD WATER is not a money transmitter of any kind for the benefit of Users or any other person or third party. NAIAD WATER does not provide investment, financial, tax or legal advice. Any information or application provided in connection with the Service does not constitute investment advice, financial advice, trading advice or any other type of advice.

3.5 KYC/AML verification

NAIAD WATER or its affiliates, as part of the activities performed by the User on the Service or in connection with the acquisition of Tokens or entry into this Process, may conduct verification of the User to the extent specified in the relevant international anti-money laundering and anti-terrorist financing (AML) laws. As required by law, the entity performing such verification may perform it again in the event of statutory prerequisites, including in accordance with the internally applicable security procedure.

§ 4. NAIAD TOKEN

4.1 Basic information

The User, by means of applications and services of third parties, including in particular through the Ethereum blockchain network obtains the possibility to acquire Tokens, as a digital representation of value generated in the blockchain network. Details on the method of acquisition of Tokens and their value expressed in price - each time is determined by third parties or services of these third parties such as Metamask (www.metamask.io), in terms of making payment by the User for the acquisition of these Tokens. The acquisition of Tokens entitles the Users to obtain the benefits specified in particular in the Whitepaper, subject to the provisions of these Regulations.

4.2 NAIAD token

The Token is a form of value that has been generated on the Ethereum blockchain network in the ERC-20 standard. Reception of Tokens by the User, takes place immediately by the blockchain network, after a correct payment is made by the User in accordance with Section 4.1. All information about the Tokens are placed through the Service in a visible place for the User or through third party services to which the Site redirects.

Simultaneously, in respect of the fact that the process of acquiring the Tokens is in no way dependent on the activities carried out by NAIAD WATER, and in respect of the close connection of the Tokens with the financial markets over which NAIAD WATER has no control, the User acknowledges and accepts that all rights with regard to the possibility of withdrawal from the contract in terms of withdrawal from the acquisition of the Tokens have been excluded. **The User acknowledges and agrees that all transactions in the purchase of Tokens are final and there is no refund of Tokens purchased (acquired).**

4.3 Compliance with the rules

Each User obliges himself to use the Service in accordance with its purpose, applicable laws, social and moral norms and the provisions of these Regulations. The User is obliged to protect all his/her passwords and private keys (enabling access to Tokens), from access by third parties.

4.4 Unauthorized access

NAIAD WATER does not in any way process or retain the access data to manage the Tokens, including the private keys of the Users. The User is responsible for protecting the access data to the Tokens, including access data to third-party applications such as Metamask (www.metamask.io), as in the event of loss, NAIAD WATER is unable to recover such data. In the event of loss of access data, including in particular private keys, the User may irretrievably lose all the Tokens acquired by him/her and assigned to the wallet address, for which NAIAD WATER shall not be liable.

NAIAD WATER shall not be held liable for any consequences resulting from third parties gaining possession of passwords, keys or other data enabling access to Tokens belonging to the User.

4.5 Taxation of NAIAD Tokens

The User is bound to determine how and according to which law the taxation will take place, in connection with the acquisition of Tokens by him, and is obliged to pay this tax to the competent tax authorities for the particular User. NAIAD WATER shall in no way be liable for any incorrect tax assessment of the individual User, in respect of the acquisition of Tokens by the User

4.6 Knowledge of blockchain technology

The User hereby declares that he has read these Terms and Conditions, the Whitepaper, as well as the Token distribution process and its mechanisms, and has obtained all necessary information and data that he considers sufficient to make a decision on the acquisition of Tokens, and that he has extensive knowledge of the operation, use or usability of software and applications based on blockchain technology. All transactions for the acquisition of Tokens are carried out automatically, based on the decisions of the User and the purchase orders made by him. The User is solely responsible for determining whether the decision to acquire Tokens is appropriate for him. If the User is in doubt about the operation of blockchain technology, cryptocurrencies, or the rules for acquiring Tokens, the User should contact his or her own legal, tax, or investment advisor before taking any action on the Service.

§ 5. PAYMENT FOR THE NAIAD TOKEN

5.1 Clearing value

The User acknowledges that the unit of account for the acquisition of Tokens, in connection with entering into the Token Distribution Process, shall be cryptocurrencies, as defined in each case by third parties or services of such third parties, e.g. Metamask (www.metamask.io), which enable the acquisition of Tokens on the Ethereum blockchain network, via ICT links.

5.2 Fee and execution time

Each time, the fees are determined by the third parties or the services of those third parties (e.g. Metamask) that enable the acquisition of Tokens. By proceeding to acquire Tokens, the User agrees to pay the current fees:

- 1) per Token - the amount of which depends on the time when the User acquires the Token and on the number of Tokens acquired by the User, according to the information provided on the Website;
- 2) any other necessary fees in providing Tokens to him (User), including but not limited to blockchain network fees.

Delivery of Tokens to the User is made immediately, provided that the User makes the correct payment in accordance with the above. This process is carried out automatically, without the possibility of changing or modifying it. NAIAD WATER hereby points out that the process of delivery of Tokens

may, in exceptional circumstances, be extended up to a maximum of 48 hours in the event of situations beyond NAIAD WATER's control, such as failures of the Ethereum blockchain network.

§ 6. SANCTIONS AND COMPLAINTS

6.1 Notification of infringements

The User or third parties may contact NAIAD WATER regarding possible violations of these Terms of Service, Whitepaper or violations of the use of the naiadcoin.com Service. Violations, if any, with respect to the acquisition of NAIAD Tokens should only be directed to third parties providing services for the acquisition of such Tokens on the blockchain network, as posted at www.ethereum.org and/or www.metamask.io, among others. All submissions to NAIAD WATER, should be directed to the following email address: contact@naiadcoin.com.

6.2 Standard notification

NAIAD WATER shall provide a response to the User's or third party's request by email, generally within 30 (thirty) business days of receipt of the request. The response to the request will be sent to the email address provided by the User or third party in the email. NAIAD WATER reserves the right to extend the aforementioned deadline by a maximum of an additional 30 (thirty) business days in the event that recognition of the request requires additional information or encounters obstacles beyond NAIAD WATER's control. NAIAD WATER also reserves the right to request additional clarification from the User or any third party, in which case the response time of NAIAD WATER shall be extended accordingly.

6.3 Complaints

The Users and third parties may submit complaints to NAIAD WATER regarding the operation of the Website (in relation to the provision of electronic services), as well as can appeal against the decisions of NAIAD WATER. Reports should then be addressed directly to NAIAD WATER at the e-mail address contact@naiadcoin.com. The notification must include:

- 1) designation of the reporting person or entity,
- 2) a precise description of the application.

NAIAD WATER shall inform the entities submitting a request of complaint recognition by e-mail to the e-mail address provided by the submitter, immediately, but no later than within 14 days of receipt of the request. Consideration of the complaint may require additional clarification and further specification of data from the reporting entity. The notifying entity is then obliged to provide all necessary information and answers. The time required for the reporting entity to respond to additional questions or information shall each time extend the deadline for investigation (completion) of the individual claim.

6.4 Consent to be contacted by e-mail

By submitting an electronic submission to NAIAD WATER by User or a third party, User agrees to receive an electronic response from NAIAD WATER in accordance with the Privacy Policy available at naiadcoin.com.

§ 7. ADDITIONAL PROVISIONS

7.1 Technical requirements

In order to use the Service, the User must meet the following technical requirements:

- 1) having a device capable of using the Internet;
- 2) Internet connection;

- 3) having a browser capable of displaying web pages and handling third party applications (e.g. Metamask), such as Google Chrome

NAIAD WATER hereby states that it makes every effort to provide continuous access to the Website, but makes no guarantee that the use of the Website will be without errors or technical interruptions. Furthermore, NAIAD WATER reserves the right to change the above minimum requirements for use of the Service, at any time, without prior notice to the User

7.2 Cryptographic techniques

NAIAD WATER shall maintain the operation of the information and communication system in the form of the Service in a manner that prevents unauthorized access to the content, in particular by using cryptographic techniques.

7.3 Technical risks

NAIAD WATER hereby acknowledges that the use of the Service may involve technical risks, typical for the use of an information system, and increased risks in terms of blockchain technology, standard for software based on the Ethereum blockchain network. Users are advised to secure their electronic connections and devices against unauthorised access, including but not limited to installing anti-virus software and securing their wallets, e.g. Metamask, as recommended on www.metamask.io.

7.4 Technical interruptions

NAIAD WATER is entitled to temporarily or permanently discontinue or limit the operation of the Website. In particular, NAIAD WATER shall be entitled to carry out maintenance work on the Website in order to restore the security and stability of the information and communication system. Accordingly, the User acknowledges and agrees that it has no claim whatsoever in respect of such interruption or restriction of access to the Service.

7.5 Other third party sites

NAIAD WATER shall undertake due diligence to clearly identify and identify sites and services managed by third parties that offer a separate service or service unrelated to NAIAD WATER's business, as indicated in the present Terms and Conditions. However, NAIAD WATER is not responsible for the content, content or relationship established with another entity by the User. In such a situation, the User shall, on a case-by-case basis, exercise due diligence to determine with which entity the relationship, if any, is established and to which third party service the User has been redirected when using the Website.

§ 8. FINAL PROVISIONS

8.1 Date of entry into force and amendment of these Regulations

These Terms and Conditions shall become effective on December 9, 2021. NAIAD WATER has the right to amend these Terms and Conditions at any time. In such an event, NAIAD WATER, will provide notice of changes to the Terms and Conditions in a prominent place on the Service, including but not limited to posting the new version of these Terms and Conditions on the Service.

8.2 Addendum and information contained in the Rules of Procedure

Lack of legal basis or incompleteness of any of the clauses contained in these Regulations does not mean that the entire Regulations lose their legal force. These provisions shall be changed to those that most closely reflect their meaning and purpose of the existing provisions.

8.3 Disputes

Any disputes that may arise under these Terms and Conditions shall, in the first instance, be settled amicably by mutual agreement between the User and NAIAD WATER. The User acknowledges and agrees that an amicable dispute resolution procedure is a condition precedent that must be met before any legal proceedings can be initiated. In such a situation, the User shall contact NAIAD WATER in accordance with the terms set forth in Section 6 of these Terms and Conditions.

In the event that the above condition is fulfilled or in the event of the lack of an amicable solution to the dispute, the provisions of the present Rules shall be settled by the court having jurisdiction over the place where NAIAD WATER is currently located. At the same time, the User acknowledges and agrees that disputes arising under the terms of these Terms and Conditions may only be resolved on a case-by-case basis by the User. In no way shall NAIAD WATER be obligated to resolve disputes as a class or collective action.

8.4 Conversion or assignment

The User acknowledges and agrees that NAIAD WATER may assign any of its rights and obligations arising from the performance of the provisions of these Terms and Conditions to any other entity, person or third parties, including that it may assign its rights and obligations to another newly formed company as a result of the conversion.