

TERMS AND CONDITIONS FOR PURCHASING AND USE OF USHARK TOKEN

If you've come this far, you're probably willing to become a shark, but for that, we ask that you first carefully read the following of the Terms and Conditions for Purchasing and Use of UShark Token ("Terms" or "Agreement").

This document contains relevant information about the rights and obligations of UShark Token acquirers ("User" or "Users"), as well as limitations and exclusions that may apply and, therefore, if you do not agree with these Terms, you will not must acquire or use the UShark Token.

1. General Information and Conditions:

1.1. Through the UShark Token ("USH" or "USH's"), UShark created a disruptive business model, whose main objective is to democratize the world of investments, allowing and facilitating access to promising investments around the world, in addition to allowing the periodic involvement of USH's holders in voting on priority and the realization of investments in pre-selected startups. All information about UShark, its partners, directors and business model is available on the UShark website in the "Lightpaper" field (<https://ushark.io/lightpaper>)

1.2. By accepting these Terms, the User declares that he has read the Lightpaper, as well as the Terms of Use and Privacy Policy, available on the UShark website (<https://ushark.io>). In addition, the User declares to be aware and agree with all the conditions of use and trade, as well as the risks that the use of cryptocurrencies, tokens and the crypto asset market in general may present.

1.3. Individuals, legal entities (companies and other organizations) that intend to use the UShark platform must carefully evaluate the risks, costs and benefits of acquiring and using the USH, with the User being solely responsible for carrying out this evaluation, as well as for assuming the risks inherent to the business in question.

1.4. The process of selling the USH's began privately in December 2021 and the beginning of their listing in brokerages, as well as the first tranche of release of the USH's, is scheduled for the 3rd quarter of 2022. After the start of their listing in brokerages and, therefore, the public sale, the USH's will be distributed to the Users who acquired them and their use must, mandatorily, be carried out in accordance with the provisions of these Terms, as described below.

2. Eligibility:

2.1. The User must have a wallet compliant with the USH standard in order to receive any USH's purchased from UShark. UShark provides two types of wallets for use by the User, namely, own and external. UShark is not responsible for delays, losses, costs or other issues arising from failure to provide or provide an inaccurate or incomplete wallet address, misuse of the wallet and/or the platform itself.

2.2. The User must ensure that he is not a citizen of a geographic area in which the possession, use and exchange of USH's, as well as products and/or services that may be offered by UShark is prohibited by law. If UShark identifies that the User is a citizen of one of these areas, UShark may, without prior notice and/or notification, disable all registrations made by such User.

2.3. Purchases of USH's may only be carried out by individuals or legal entities (companies and other organizations) that declare, through the acceptance of these Terms, to have full understanding of the operation of systems with encrypted assets, blockchain technology, as well as, of the legal and/or structural requirements of your country of residence. Furthermore, those who want to use the USH declare that they are aware of the aspects, features and use of the UShark platform.

2.4. The use of the UShark platform and/or the USH is not intended for minors and/or those Users who have previously been banned from the services offered by the UShark platform. UShark restricts the use of its platform only to persons over 18 years of age (in the case of individuals) and in general to Users residing in geographic areas that legally prohibit the possession, use and exchange of USHs. UShark may, without prior notice and/or notification, terminate the account or disable all registrations of minors under the age of 18, and

the User banned for cause by UShark will not be entitled to any type of refund on values that have been placed on the platform

3. Purchase and sale of USH's:

3.1. By accepting these Terms, the User declares that he is aware of the need to have a practical and functional understanding of the storage and transmission mechanisms associated with tokens and cryptocurrencies.

3.2. UShark recommends that the User carefully consider the risks, costs and any other matter that may be considered relevant in the acquisition and use of the USH, as well as, consulting an expert and/or independent advisor, if deemed necessary.

3.3. If the User is unable to understand and/or accept the risks associated with the USH sale process and/or the USH purchase process (including, for example, risks related to failure to fully develop all platform features) or any other risks, the User must not acquire the USH until he has a satisfactory level of knowledge.

3.4. To carry out an operation on the UShark platform, the User must have sufficient resources in Bitcoin ("BTC") in his/her wallet, and the minimum amount for depositing crypto-assets on the UShark platform is the equivalent of US\$ 100.00. It is not possible to carry out operations with values below the aforementioned minimum value.

3.5. The price of the USH will be the equivalent of US\$ 0.015, and UShark cannot rule out the possibility that this value may vary as a result of the progress of the offer and/or future offers. The User who acquires USH must pay for its acquisition in BTC. The UShark will not accept cash (currency) or any other intermediary means of payment, other than BTC. In the event that the User acquires USH by any means other than directly through the UShark website/platform, his acquisition will not be considered official by UShark, therefore, his purchase will not be guaranteed until UShark receives the full amount of the purchase price.

3.6. UShark will distribute the purchased quantity of USH's immediately at the end of the offering, provided that the first release of USH's must occur in the 3rd quarter of 2022. The USH's cannot be freely transferred before the conclusion of the offering.

3.7. By acquiring at least one USH, the User will have the right to register an account (only one) in the affiliate program. The User will not be able to maintain two accounts related to the affiliate program, even if it is owned by the User and the other is owned by a company of which he is a partner. Any breach in this matter will be considered fraud on the UShark affiliate system and will be subject to the consequences listed in these Terms.

4. Purpose and use of USH's:

4.1. UShark emphasizes that any and all additional information, as well as all relevant topics regarding the USH's and the operation and objectives of UShark can be found, in detail, in the UShark Lightpaper, available on its website, through the following link: <https://ushark.io/lightpaper>.

4.2. The User is aware and agrees that, in addition to the right to use the USH's acquired, as a means of payment within the platform and as a utility to access the platform and its resources, the purchase, ownership, receipt or possession of USH's do not represent other rights, expressed or implied. In particular, the User understands and accepts that the USH's do not represent or confer any ownership or interest, action, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of interest or related to the platform and/or to UShark or even to startups that may be invested by UShark.

4.3. The platform reserves the right to migrate the USH standard and protocol to another protocol, if UShark determines that this is necessary or useful for its operation and/or its ecosystem.

5. Scope:

5.1. Unless otherwise stated, these Terms only govern the acquisition and use of UShark's USH's and their use within the platform to pay for contracts entered into on the platform, remunerate community, affiliation and

staff bonuses and function as a means of payment for the products and transactions that take place within the platform. This document does not regulate any transactions involving USH in a secondary market.

6. Cancellation or refusal of purchase orders:

6.1. All USH purchases of the USHark are final and therefore no refunds or cancellations are required, except as required by applicable law or regulation. USHark reserves the right to refuse or cancel USH's purchase requests at any time and in its sole discretion.

6.2. In the event of suspected fraud or irregularity in the use of the account on the USHark platform and/or purchase of USH, USHark may, at its sole discretion, carry out a more in-depth analysis of KYC ("Know Your Customer"), in which it may include a second level check. During the execution of said verification, the account and, therefore, the User's ability to purchase may be suspended and his/her transaction(s) blocked. At the conclusion of the process, if any fraud or irregularity is verified, the account and, therefore, the user's purchasing ability, its USH's, community, affiliation and team bonuses, if and when applicable, will be peremptorily cancelled. If the fraud or irregularity found is considered a criminal offence, regardless of its degree of illegality, legal and appropriate measures will be taken. On the contrary, if the verification procedure indicates the absence of any fraud or irregularity, the User's account will be reactivated and/or the purchase will be authorized and the tokens unlocked.

6.3. In the event of initiation of the procedure mentioned in item 6.2. above, the User will be notified by USHark in the following terms:

"Dear User,

Your participation in the USHark platform has been temporarily blocked due to suspected fraud or irregularity in the use of the account and / or purchase of USH, as provided for in item 6.2. of the Terms and Conditions for Purchasing and Use of USHark Token, available on our website. The unlocking of your account/purchase may occur after evaluation by the Risk and Compliance area of USHark, of the documents listed below, which must be sent to our attention to the email hello@ushark.net:

(i) scanned image of your photo identification card, passport or driver's license; and

(ii) your photo clearly holding your photo ID card, passport or driver's license, along with a legible document written "#USH" and the current date;

Please note that while your account/purchase is suspended, you will not be able to use or have access to your credits or receive any income from the affiliate program. In addition, your contracts may be suspended until the final assessment of your situation.

Best Regards,"

6.4. In the event of any misuse or fraud, attempt or consummation, USHark may, without prior notice or notification, terminate the compromised account. In case of account cancellation, if any USH purchase has already been completed by the User, the User will be notified to indicate a non-fraudulent account to receive the transacted amount from USH. All affiliate program earnings received from the misused or fraudulent account will be canceled and burned.

7. Recognition and Assumption of Risks:

7.1. The User acknowledges and agrees that there are risks associated with the purchase, ownership and use of USH's as a payment method and to access the benefits of the platform. By acquiring USH's, the User expressly acknowledges and assumes that he is aware and willing to assume any and all risks inherent in the use of cryptocurrencies.

7.2. User is aware that the value of USH may vary significantly and be increased or decreased for a number of different reasons, including but not limited to: supply and demand, market conditions, political or geographic reasons, changes in regulations in any jurisdiction and technical reasons.

7.3. The User also acknowledges that, in the early stages of the platform, some of UShark's systems and services will still be under development and may undergo significant changes prior to using the stream. In addition, the platform may have bugs and issues that we intend to resolve in the lifetime of the platform.

7.4. The User is aware and agrees that, UShark is not responsible for complying with Users legal obligations in relation to its taxes or governmental requirements, and the User is solely and exclusively responsible for maintaining and regularity of its situation and tax declaration and/or with from the government.

8. Security:

8.1. User is solely responsible for implementing reasonable measures to protect the wallet, vault or other storage mechanism that User is using to receive and retain USH's purchased from UShark, including any private keys or other credentials that may be required to access the(s) said mechanism(s). If the User's private keys or other access credentials are lost, the User may lose access to his USH's. UShark is not responsible for any losses, costs or expenses related to the loss of the User's login credentials.

9. Additional information:

9.1. UShark may determine, in its sole discretion, the need to obtain additional information about the User in order to comply with applicable laws and/or regulations in relation to the sale of USH's to the User, and therefore the User hereby agrees to provide to UShark the additional information. The User is aware that UShark may refuse to sell USH's until receipt of the additional information requested and, only after review, UShark may allow the sale of USH's in accordance with applicable laws and/or regulations.

10. Fees:

10.1. The User is responsible for paying any and all taxes and/or fees, if any, that apply to his/her purchase of USH's, with no addition to the price and/or principal or additional payment to UShark. It is the User's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. UShark is not responsible for withholding, collecting, reporting or remitting any tax resulting from the User's purchase of USH's.

11. User Representations and Warranties:

11.1. By purchasing, acquiring, possessing, using or trading any fraction, one or more UShark coins and/or tokens, the User warrants that:

(i) you have read and understood these Terms;

(ii) acknowledged and agreed that there are risks associated with the purchase, ownership and use of USH's as a payment method and access to platform features;

(iii) has sufficient understanding of technical and business matters (including those relevant to the functioning and use of the UShark system and platform), cryptographic USH's, USH storage mechanisms (such as digital wallets and offline wallets) and blockchain technology ;

(iv) evaluated the risks and implications inherent to the purchase of USH's;

(v) understood the restrictions and risks associated with creating USH's, as set forth herein, and acknowledges and assumes all such risks;

(vi) obtained sufficient information about UShark, its system and platform, as well as obtained sufficient information about the USH, to make an informed decision about the purchase and use of the USH's;

(vii) understood that USH's only confer the right to be used as a payment method within the scope presented here, as well as to be used and traded as a utility within the platform and its resources (such as paying contracts, remunerating the community , affiliation and team bonus system, etc.) and do not confer any other rights and/or any kind with respect to the platform or to UShark including, without limitation, any ownership, distribution, redemption, liquidation, property or other financial rights or interests or legal, as a representation of any asset or security;

(viii) your acquisition of USH's complies with applicable laws and regulations in your jurisdiction, including, but not limited to: (a) legal capacity and any other threshold requirements in your jurisdiction for tokens to purchase and enter into contracts with USHark; (b) any currency or regulatory restrictions applicable to such purchase; and (c) any governmental or other consents that have or will have to be obtained;

(ix) will comply with all applicable tax obligations in your jurisdiction arising from the purchase of USH's;

(x) if the User are registering to purchase, maintain and use the USH on behalf of a legal entity or organization, the User are empowered to legally represent it, and further warrant that such legal entity or organization is properly organized and exists in accordance with the applicable laws of your organization's jurisdiction;

(xi) if you are purchasing USH's on behalf of any legal entity or organization, you are authorized to accept these Terms on behalf of that legal entity or organization and that entity will be liable for any breach of these Terms by you or any other employee or agent connected with it;

(xii) you are aware that, if you have a private account, by purchasing USH's on behalf of any natural or legal person or organization, you will be notified to indicate which of these accounts will be part of the affiliate program, provided that, while USHark awaits your response, the most recent account will be removed from the affiliate program;

(xiii) when acquiring USH's, your main interest is in the use or possession of the USH's, and not in access to any possible bonus system that USHark has or will implement, and you fully acknowledge and accept that USHark may change any bonus system that has been created and implemented, without prior notice to USH's owners, respecting the acquired rights of those who are already entitled to some bonus rights within or due to the system;

(xiv) obtained independent legal advice with respect to this USHark platform, token and services prior to accepting these Terms and, by accepting them, you warrant to USHark that you have been advised to obtain independent legal advice, and that, prior to accepting these Terms, you have obtained independent legal advice or, at your discretion, have knowingly and voluntarily chosen not to do so;

(xv) you are not a citizen or resident of a geographic area where access, use, acceptance or delivery of USH's is prohibited by applicable law, decree, regulation, treaty or administrative act and if, your country of residence or if other circumstances change such that the above statements are no longer accurate or true, you will immediately cease using and maintaining the USH's;

(xvi) none of the funds being used to purchase the USH's is, to your knowledge, proceeds obtained directly or indirectly as a result of illegal activities, especially money laundering, and the funds being used to purchase the USH's will be advanced by you, will not represent proceeds of crime for the purposes of applicable laws, rules and regulations, including but not limited to corruption, drug trafficking, terrorism and other serious crimes.

(xvii) provide any information that may be requested from time to time by USHark for legal compliance purposes, as well as requests from law enforcement and/or regulatory agencies;

(xviii) none of the funds to be provided to USHark is being offered on behalf of a person or entity that has not been identified to you, and you will promptly notify USHark if you discover that any such statement is no longer true and will promptly provide USHark all necessary information related to them;

12. Indemnification:

12.1. To the fullest extent permitted by applicable law, User will indemnify, defend and hold harmless USHark and its respective partners or shareholders, employees, officers, directors, contractors, consultants, suppliers, past, present and future service providers, controlled companies, subsidiaries, affiliates, agents, representatives, predecessors and successors of and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) arising out of, or relating to: (i) your purchase or use of USH's ; (ii) your responsibilities or obligations under these Terms; (iii) your breach of these Terms; or (iv) your violation of any rights of any other person or entity, and insofar as it relates to this document.

12.2. USHark reserves the right to exercise exclusive control over the defense, at its expense, of any claim subject to indemnification under this Chapter 12. Such indemnification is in addition to, and does not replace, any other indemnities set forth in a written agreement between User and USHark.

13. Disclaimers:

13.1. To the fullest extent permitted by applicable law, except as specified in writing by USHark:

(i) the USH's are sold "as is" and "as available" without warranty of any kind, and USHark expressly disclaims all implied warranties with respect to the USH's, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

(ii) USHark does not represent or warrant that the USH's are reliable, current or error free, meet your requirements or that defects in the USH's will be corrected; and

(iii) USHark does not warrant that the USH's or the USH's delivery mechanism is free of viruses or other harmful components.

13.2. Any members or entities related to the creation and/or issuance of the USH shall not be liable for losses from the USH upon transfer to the User for any reason, including but not limited to their failure to maintain or backup an accurate record of their password or password cracking due to insufficient storage, lack of security of your system, misuse of the platform, especially wallets. They are also free from issues related to shipping to wrong or non-existent addresses.

13.3. Some jurisdictions do not allow the exclusion of certain warranties or disclaimers of implied terms in consumer contracts, so some or all of the disclaimers and warranties in this Chapter 13 may not apply to User.

13.4. User must complete their KYC to receive their bonuses related to community, affiliation and team programs. If User does not complete KYC, User will not receive bonuses related to community, affiliation and team programs. USHark reserves the right to distribute, at its discretion, the remaining tokens that will be left by Users who have not completed KYC.

13.5. To the fullest extent permitted by applicable law, User releases USHark from liability, claims, demands and/or damages (actual and consequential) of any kind and nature, known and unknown, including, but not limited to, claims of negligence arising from of or relating to disputes between Users and acts or omissions of third parties.

14. Limitation of Liability:

14.1. To the maximum extent permitted by applicable law:

(i) in no event will USHark be liable for any direct, indirect, special, incidental, consequential or exemplary damages of any kind, including, but not limited to, damages relating to lost revenue or profit, loss of use or data, or business interruption damages arising out of, or in any way connected with, the sale or use of the USH's or in connection with these Terms, regardless of how the damage occurred or, if based in contract, tort, including, but not limited to not limited to, simple, active, passive or imputed negligence, or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages are foreseeable). In addition, USHark is not responsible for the contracts entered into within the platform in cases where the User uses the platform as a tool for their business; and

(ii) in no event shall USHark be liable, whether in contract, warranty, tort (including negligence, whether active, passive or imputed) or other theory, arising out of or relating to these Terms or for the use or inability to use the USH's, for payment of an amount that exceeds the amount paid to the Company by the USH's.

14.2. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the limitations in this Chapter 14 may not apply to User.

15. Informal dispute resolution and arbitration:

15.1. Each Party will notify the other Party in writing of any Dispute within thirty (30) days from the date it arises, so that the Parties may attempt, in good faith, to resolve it informally. Notice to UShark should be sent by email to hello@ushark.net. The notice to the User must be sent by e-mail to the e-mail address registered in the User's account. The notice must include (i) full name, postal address, email address and telephone number, (ii) a detailed description of the nature or basis of the dispute, and (iii) the specific solution being sought. If User and UShark do not reach an agreement on such dispute within thirty (30) days from the date of receipt of notice, User and UShark may, pursuant to this Chapter 15, initiate a arbitration

15.2. User acknowledges and agrees that any and all disputes or disputes arising out of or relating to these Terms, including any doubts as to their existence, validity or termination, shall be referred to and finally resolved by binding arbitration in Dubai in accordance with the Rules of Dubai International Arbitration Center (DIAC) Arbitration and, therefore, by accepting these Terms, the User waives any and all possibility of judgment by court and/or jury, other than the provisions of this clause.

16. Divisibility:

16.1. If any term, clause or provision of these Terms is held to be illegal, void or unenforceable, only that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision or any other term, clause or provision of these Terms.

17. Final Provisions:

17.1. These Terms constitute the entire agreement between the User and UShark regarding the acquisition of USH's. From time to time, UShark may make changes to these Terms as reasonably necessary to comply with applicable laws or regulations. You may also make changes to the Lightpaper, which may imply a certain level of modification to these Terms. If UShark makes changes, both these Terms and the Lightpaper will be published with their new versions on the UShark website (<https://ushark.io>) in addition to being sent to the email of the User registered on the UShark platform. The amended Terms and Lightpaper will be effective immediately.

17.2. UShark may assign its rights and obligations under these Terms if the prior communication and/or authorization of its Users is required.

17.3. Any failure by UShark to exercise or enforce any right or provision of these Terms will not act as a waiver of that right or provision.

17.4. UShark shall not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond UShark's reasonable control.

17.5. The purchase of USHs from UShark does not create any form of partnership, joint venture or any other similar relationship between the User and UShark.

17.6. Except as otherwise provided herein, these Terms are solely intended to create obligations and rights between the User and UShark and, therefore, are not intended to grant beneficiary rights to third parties and/or any other person or entity.

17.7. User acknowledges, agrees and acknowledges that all agreements, notices, disclosures and other communications provided by UShark, including these Terms, have been and will be provided in electronic form.