

shūshū Holdings, Ltd. (“shūshū,” “we,” “us,” or “our”) welcomes you. We’re excited that you have decided to access and use our website, www.onshushu.com (the “Website”), and/or our shūshū mobile application (the “App”) which is made available to you through mobile phones, personal digital assistants, and other mobile devices (the “Platforms.”)

Please read these Terms of Use carefully. shūshū provides the App to you subject to the following Terms of Use, which may be updated by us from time to time. By clicking the “Agree” button, and using the App, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of shūshū’s Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”) and you represent and warrant that you are at least 13 years old or older. Subject to some restrictions based on your jurisdiction of residence if you are under age 18 but above 13 you are permitted to use the App, provided you do so with the consent of a parent or legal guardian who accepts the Agreement on your behalf. If you are under the age of 13, and we become aware of your use of the App, the functionality will be tailored to make the content and functionality of the App suitable for you (please see our Privacy Policy, located at <https://onshushu.com/privacy>), unless a parent or guardian grants permission otherwise. If you do not agree to any of these terms, then please do not use the App.

Description and Use of the App

- **The App.** The App enables you to buy, sell, and collect digital goods, including without limitation digital stickers, cards and figures.
- **License to Use the App.** Subject to the terms and conditions of these Terms of Use, you are granted a limited, non-exclusive, non-transferable license to download and install a copy of the App on a single Mobile Device that you own or control and to run such copy of the App solely for your own personal use. Furthermore, with respect to any App accessed through or downloaded from the Apple, Inc. (“Apple”) application store (“Apple App”), you will use the Apple App only: (i) on an Apple-branded product that runs iOS (Apple’s proprietary operating system software); and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. We reserve all rights in and to the App not expressly granted to you under these Terms of Use.
- **Restrictions on Use.** You will not (and will not permit any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the App; or (ii) introduce into the App any virus, worm, “back door,” Trojan Horse, or similar harmful code. If you violate this section, we reserve the right in our sole discretion to immediately deny you access to the App, or any portion of thereof, without notice.
- **Fees.** The App is currently provided to you for free. However, we reserve the right to begin charging fees at any time upon notice to you.

Registration

If you would like to use the App, you will have to download the App from the Apple App Store, the Android Store or any other app store where the App is available (collectively, the “**App Store(s)**”) using your App Store credentials. When you first login to use the App, we will assign you a unique username (“**Username**”). Upon sign-up, we may request e-mail address, phone number, and/or your date of birth, to ensure our compliance with all legal and contractual obligations, as

well as validation of your identity in order to use certain features of the App. You represent and warrant that all login information you submit is truthful and accurate and you will maintain the accuracy of such information. Your Username can be used only by you. You are solely responsible for the confidentiality of your account and your Username, as well as for its use and misuse. You will promptly inform us of any need to deactivate your account or your Username. If you request to delete an account, in order to confirm your identity, we may make reasonable requests of you in order to confirm you're the account owner, or guardian of an account owner. We reserve the right to delete your account or Username at any time and for any reason. We will not be liable for any loss or damage caused by any unauthorized use of your account or your Username.

Use of Data

Your use of the App may involve the transmission to us of certain personally-identifiable information. Our policies with respect to the collection and use of such personally-identifiable information are governed according to our Privacy Policy, which is hereby incorporated by reference in its entirety. As detailed in the Privacy Policy, in order to comply with legal obligations related to privacy and security.

shūshū Intellectual Property

We own and will continue to own all right, title, and interest in and to (i) the App, including, without limitation, all source code, object code,

operating instructions, and interfaces developed for or relating to the App; (ii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing, and all intellectual property rights therein; and (iii) any other content and materials available through the App and all intellectual property rights therein (collectively, the **“shūshū Content”**). Except as expressly permitted in these Terms of Use, you have no rights in or to any shūshū Content.

User Generated Content

You may post and/or create content through the App (hereinafter, “User Generated Content”). We cannot and do not review it all—we merely act as a passive conduit for distribution of the User Generated Content to other users of the App. That said, we may remove User Generated Content that does not adhere to our Community Guidelines, or that is offensive or otherwise unacceptable to us in our sole discretion.

As between us and you, you retain all copyrights and other intellectual property rights in and to the User Generated Content. You warrant and represent that you either own, or have a sufficient license to, all User Generated Content provided through your account. You hereby grant us an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use your User Generated Content as reasonably necessary for us to provide you and other users with the App.

Remember, once you submit User Generated Content through the App, it may be accessible by other users, including any Personal Information included therein. Please carefully consider any User Generated Content that you submit through the App.

Virtual Tokens

If you are a legal adult in your country of residence, or if you have been authorized by a legal guardian to do so, you may “purchase” or “earn” Virtual Tokens from the App Stores or third party providers (“**Third Party Providers**“) using real world money. All Virtual Tokens purchased in this manner will be subject to the payment terms and conditions of the applicable App Store or Third Party Provider from whom you purchase or earn such Virtual Tokens. We do not control how you can pay to such third parties. Please review such third parties terms of service for additional information.

You may use Virtual Tokens to purchase digital goods through the App (“**Virtual Goods**“).

We put the term “purchase” and “earn” in quotes, because you do not own the Virtual Tokens or the Virtual Goods that are exchanged using the App. All right, title, and interest in and to the Virtual Tokens and Virtual Goods, including all copyrights, trademarks, and other intellectual property rights therein, are held by shūshū. When you “purchase” or “earn” an item, you have only been granted a limited

license to use the Virtual Tokens and/or the Virtual Goods in the App's virtual world.

Restrictions

Virtual Tokens and Virtual Goods may never be redeemed or exchanged for real money, goods, services, or any other item of monetary value except where expressly stated and facilitated by shūshū, known as “shūshū Consignments”. Unless expressly authorized in these Terms of Use, any transfer or exchange of Virtual Tokens, or Virtual Goods is strictly prohibited, and any attempt to do so, even outside the scope of the App, is a material breach of these Terms of Use and may result in immediate termination of this Agreement.

shūshū has the right to regulate, modify, and/or eliminate Virtual Tokens, and/or Virtual Goods in its sole and absolute discretion at any time and without notice to you. shūshū shall have no liability in connection with the exercise of this right.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL SALES AND PURCHASES OF VIRTUAL TOKENS AND/OR VIRTUAL GOODS ARE FINAL, AND THAT NO REFUNDS OR EXCHANGES SHALL BE PERMITTED, EXCEPT IN OUR SOLE AND ABSOLUTE DISCRETION.

Community Guidelines

By accessing and/or using the App, you hereby agree that:

- You will not use the App for any unlawful purpose;
- All information provided through your account must be truthful and accurate, and you have a duty to update any information previously provided in order to keep it truthful and accurate;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - o infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - o is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, or promotes extreme violence or cruelty to animals, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
 - o discloses any sensitive information about another person, including that person’s e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not “stalk” or otherwise harass another user of the App;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; and
- You will not interfere with or attempt to interrupt the proper operation of the App through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the App through hacking, password or data mining, or any other means.

Unsolicited Information

By submitting any unsolicited information and materials, including comments, ideas, questions, designs, and other similar communications (collectively, “**Unsolicited Information**“) to us, you agree to be bound by the following terms and conditions. If you do not agree with these terms and conditions, you should not provide us with any Unsolicited Information. All Unsolicited Information will be

considered NON-CONFIDENTIAL and NON-PROPRIETARY. We, or any of our affiliates, may use such communication or material for any purpose (so long as it does not violation legal, contractual or other obligations of shūshū), including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, we and our affiliates are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to us for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. By submitting any Unsolicited Information, you are granting us a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information and to use your name and other identifying information in connection with such Unsolicited Information.

Accessing and Downloading the App from iTunes

The following terms apply to any Apple App. These terms are in addition to all other terms contained in these Terms of Use:

- You acknowledge and agree that (i) these Terms of Use are concluded between you and shūshū only, and not Apple, and (ii) shūshū, not Apple, is solely responsible for the Apple App and content thereof. Your use of the Apple App must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App.
- In the event of any failure of the Apple App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price

for the Apple App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple App. As between shūshū and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of shūshū.

- You acknowledge that, as between shūshū and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Apple App or your possession and use of the Apple App, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You acknowledge that, in the event of any third party claim that the Apple App or your possession and use of that Apple App infringes that third party's intellectual property rights, as between shūshū and Apple, shūshū, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the Apple App, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the Apple App against you as a third party beneficiary thereof.
- Without limiting any other terms of these Terms of Use, you must comply with all applicable third party terms of agreement when using the Apple App.

shūshū Disclaimers and Limitation of Liability

THE APP AND ALL CONTENT, FUNCTIONS AND MATERIALS MADE AVAILABLE TO YOU THROUGH THE APP, IS PROVIDED “AS IS,” “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NONE OF SHŪSHŪ, ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “SHŪSHŪ PARTIES”) WARRANT THAT ANY OF THE FOREGOING WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NONE OF THE SHŪSHŪ PARTIES SHALL BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF ANY OF THE FOREGOING. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APP IS TO STOP USING THE APP.

NONE OF THE SHŪSHŪ PARTIES ENDORSE OR RECOMMEND ANY USER, USER GENERATED CONTENT OR ANY THIRD PARTY PROVIDER. NONE OF THE SHŪSHŪ PARTIES HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY USER GENERATED CONTENT THAT YOU PROVIDE, ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OR OTHER USERS OF THE

APP OR FOR ANY RESULTS CAUSED BY USING THE APP, INCLUDING WITHOUT LIMITATION, ANY DEATH, OR BODILY INJURY YOU MAY SUFFER, AND ANY MISUSE OF YOUR USER GENERATED CONTENT. NONE OF THE SHŪSHŪ PARTIES IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR THIRD PARTY PROVIDER. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH THE FOREGOING.

IN NO EVENT SHALL ANY OF THE SHŪSHŪ PARTIES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR SAVINGS, EVEN IF A SHŪSHŪ PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE SHŪSHŪ PARTIES FOR DIRECT DAMAGES ARISING UNDER THESE TERMS OF USE OR RELATING THERETO, EXCEED, ONE HUNDRED DOLLARS (\$100). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS THE SHŪSHŪ PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

External Sites

The App may contain links to third-party websites (“**External Sites**”), but we do not endorse and are not responsible for the maintenance or content of any linked External Sites. Please refer to the terms of use and privacy policies of the External Sites for more information

Indemnification

You agree to defend, indemnify, and hold the shūshū Parties harmless from and against any and all claims, actions, or demands and relating costs, damages and liability (including, without limitation, reasonable attorneys’ fees) arising or resulting from: (i) your breach of these Terms of Use; (ii) your access to, use, or misuse of the App; (iii) any User Generated Content provided through your account; (iv) your violation of any third-party right, including without limitation any intellectual property, or privacy right; or (v) any claims brought against any shūshū Parties by another user, App Store or Third Party Provider as a result of any of your acts or omissions.

Compliance with Applicable Laws

The App is based in the United States. We make no claims concerning whether the App, the shūshū Content, User Generated Content, or any other content, functions or materials made available to you through the App may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the App, the shūshū Content, the User Generated Content or any other content, functions or materials made available to you through the App from outside of the United States, you do so at your own risk. Whether inside or outside of

the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Advertisements on the App

We, in our sole discretion, may post the advertisements of third parties on the App. The display of advertisements on the App is not intended as and does not in any manner constitute a recommendation, endorsement, or approval of the advertiser or its services by us. Your correspondence or any other dealings with advertisers found on the App are solely between you and such advertiser and we are not responsible or liable for the statements or conduct of any third party, nor for any loss or damage incurred as a result of any such dealings or as the result of the presence of such advertisers on the App.

Termination

We may terminate these Terms of Use and your access to all or any part of the App at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the App at any time without prior notice or liability.

Copyright Complaints

If you believe the App contains any content that infringes your copyright, please contact our Copyright Agent, as detailed below, with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the App;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

To contact our Copyright Agent by regular mail, please write to:

Copyright Agent

c/o Pop Culture, Inc.

25 Quarterdeck St.

Marina del Rey, CA 90292

USA

To contact our Copyright Agent by email, please write to

contact@onshushu.com with COPYRIGHT NOTICE in the subject line

Miscellaneous

In the event that any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. This section, and the sections entitled shūshū Intellectual Property, Indemnification, shūshū Disclaimers and

Limitation of Liability shall survive the termination of this Agreement. You may not assign this Agreement. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in New York for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

Communications

shūshū has the right to email its users regardless of consent in relations to tax related, product maintenance window, and mission critical communications.

This Agreement contains the entire agreement of the parties concerning its subject matter, and supersede all existing agreements and all other oral, written or other communication between the parties concerning the subject matter.