



## Satoshi Island Citizenship NFT Terms & Conditions

The rights and benefits of Holders of Satoshi Island Citizenship NFTs only apply to Holders that have agreed to the Terms and Conditions (“**T & C's**”) outlined in this document. To receive the rights and benefits the Holder is required to visit an official Satoshi Island website and connect the Applicable Wallet Address and agree to the T&Cs and set a Primary Citizenship NFT via the official Satoshi Island Citizenship NFT smart contract. Once completed, the Holder will obtain certain rights and benefits provided by Satoshi Island DAO LLC, a legally incorporated Non-Profit decentralized autonomous organization registered in the Marshall Islands (“**Satoshi Island DAO**”). Until a Primary Citizenship NFT is set and T&Cs have been agreed to, Citizenship NFTs will not provide the Holder with any of the rights and benefits described in this document.

### IMPORTANT CLARIFICATION:

*Satoshi Island Citizenship NFTs have **NO** relation to a citizenship of Vanuatu and **DO NOT** grant any rights, privileges, entry, legal or citizenship status within the republic of Vanuatu.*

*In order to enter Satoshi Island, all visitors **MUST** satisfy the travel and immigration requirements of the Republic of Vanuatu prior to visiting or staying on Satoshi Island. These requirements can include (and are not necessarily limited to) the following:*

- A valid passport
- A valid visa, temporary or permanent residence permit
- Customs Declaration (including limits on local and foreign currency)
- A confirmed return or exit ticket

*Before being permitted entry to Satoshi Island all visitors will be required to show proof that they have been cleared by Vanuatu immigration and are lawfully in the country at the time of entry. While on Satoshi Island, all visitors are required to stay within the lawful terms of their immigration status and anyone found to be in breach of their immigration status will be reported to the Vanuatu authorities.*

### 1. Definitions

“**Satoshi Island**” refers to Lataro Island located in East Santo, Vanuatu.

“**Holder**” refers to the person, persons or entity that owns a crypto wallet address, holding Citizenship NFTs where proof is recorded on the relevant blockchain, and where the individual(s) have the applicable private key and can prove ownership by signing a transaction on the blockchain.

“**Applicable Wallet Address**” refers to a crypto address that can be confirmed to be the Holder via the blockchain.

“**Citizenship NFT**” means one of a collection of 21,000 non-fungible tokens issued by Satoshi Island DAO that grants rights and benefits described in this document.

“**Acquired Citizenship NFT**” means a Citizenship NFT that has been purchased or otherwise received where the receiver can be considered the Holder as defined above.

“**Primary Citizenship NFT**” means a Citizenship NFT that the Holder has designated as “Primary” via the official Satoshi Island Citizenship NFT smart contract to signify that a specific Citizenship NFT is the Citizenship NFT they will use to interact with Satoshi Island software.

## 2. Ownership

The Holder acknowledges and agrees that Satoshi Island DAO owns all legal rights, and interest in and to grant access to Satoshi Island. The rights that the holder has through a Citizenship NFT is limited to those described in this document. Satoshi Island DAO reserves all rights not expressly granted to the Holder via this document.

## 3. Satoshi Island Entry Requirements

- (a) Proof of lawful immigration status in Vanuatu; and
- (b) The ability to sign a transaction as the Holder of a Primary Citizenship NFT; and
- (b) Proof of accommodation on Satoshi Island or in mainland Vanuatu for duration of stay; and
- (c) To agree to the rules and waivers provided by Satoshi Island DAO.

*Failure to meet these entry requirements shall result in the Holder being denied entry to Satoshi Island.*

## 4. Holder's General Responsibilities

- (a) Ensure Citizenship NFTs are valid by agreeing to T&Cs of any Applicable Wallet Address  
(Each wallet address is only required to agree to T&Cs once unless T&Cs are updated).

*Failure to abide by these responsibilities shall result in the Holder forfeiting all rights and benefits outlined in this document.*

## 5. Holder's Responsibilities While On Satoshi Island

- (a) Compliance with Vanuatu Law; and
- (b) Compliance with the terms of the immigration status of the Holder and any dependents of the Holder.
- (c) Compliance with the rules & bylaws of Satoshi Island as decided by Satoshi Island DAO; and
- (d) Be able to prove ownership of a Citizenship NFT at any time by signing a transaction on the blockchain; and
- (e) Be able to prove the Holder's immigration status and the immigration status of any dependents of the Holder at any time.

*Failure to abide by these responsibilities shall result in the Holder forfeiting all rights outlined in this document and may result in the Holder being removed from Satoshi Island and denied entry in the future.*

## 6. Satoshi Island Citizenship NFT Rights

Subject to the continued compliance of these terms and conditions, Satoshi Island DAO grants the Holder of an Acquired Citizenship NFT, the following rights:

- (a) The right to access Satoshi Island without time limitation; and
- (b) *The ability to interact with software developed by Satoshi Island DAO and other associated software approved by Satoshi Island DAO.*

## 7. Satoshi Island DAO Obligations

Satoshi Island DAO shall permit entry to Satoshi Island and access to Satoshi Island software to Holders that conform with the terms and conditions described in this document.

## 8. Term

The rights granted to the Holder of any Acquired Citizenship NFTs shall only apply and can only be utilized while the Holder remains the Holder; has agreed to these T&Cs; and has a Primary Citizenship NFT set via the Citizenship NFT smart contract. If at any time the Holder removes, sells, trades, donates, gives away, transfers, loses access to the private key or otherwise disposes of an Acquired Citizenship NFT for any reason, the rights granted to the Holder will immediately expire with respect to those NFTs without the requirement of notice.

## 9. Limitation of Liability

In no event will Satoshi Island DAO be liable to the Holder for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of these T&Cs, or any NFTs, tokens or cryptocurrencies released by Satoshi Island DAO that the Holder has acquired, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Holder has been advised of the possibility of such loss or damage. In no event will Satoshi Island DAO be liable for any inability that the Holder has in accessing Acquired Citizenship NFTs, other Satoshi Island NFTs, tokens or cryptocurrencies as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which metadata is stored; (b) NFT marketplaces; (c) any Blockchain; or (d) any other NFT or token trading or storing software.

## 10. Dispute Resolution

This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the Republic of the Marshall Islands, without regard to its conflicts-of-law principles. Any dispute may be brought and adjudicated only in the courts in the Republic of the Marshall Islands and the Holder submits to the exclusive jurisdiction of such courts and waives any objections based upon improper venue or inconvenient forum. Neither Satoshi Island DAO nor the Holder will seek to litigate any claims against the other on a class action or representative party basis and shall pursue any claims solely on an individual basis.

## 11. Miscellaneous Terms

These T&Cs constitute the complete understanding and agreement of the Holder and Satoshi Island DAO with respect to the Acquired Citizenship NFTs and supersedes any and all prior or contemporaneous written or oral agreements between the Holder and Satoshi Island DAO with respect to the Acquired Citizenship NFTs. The language of these T&Cs will not be construed for or against the drafter. A waiver by either the Holder or Satoshi Island DAO of any of the terms and conditions shall not be deemed or construed to be a waiver of such term or of any subsequent breach thereof. All rights, remedies, undertakings, obligations, and agreements contained in this document shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation, or agreement of either the Holder or Satoshi Island DAO. If any provision of these T&Cs are held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these T&Cs shall not in any way be affected or impaired thereby and shall remain in full force and effect as if such illegal, invalid, or unenforceable term had never been included in these T&Cs. Satoshi Island DAO reserves the right to amend these T&Cs at any time and require the Holder to agree to the updated T&Cs. Nothing contained in this document shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Holder and Satoshi Island DAO, and neither the Holder nor Satoshi Island DAO shall have authority to contract for or bind the other in any manner whatsoever.