

ELYT LEGAL DISCLAIMER, CONSIDERATIONS AND RISKS

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Please read the entirety of this “Legal Disclaimer, Considerations and Risks” section carefully. If you have any doubts as to what actions you should take, we recommend that you consult with your legal, financial, tax or other professional advisor(s).

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ELYT Documents and Services provide comprehensive information about ELYT Platform/Website, including NFT marketplace and other features such as the ecosystem, token economy etc. The publication, distribution or dissemination of the ELYT Documents do not imply that the applicable laws, regulatory requirements or rules have been complied with.

You don’t have the right and shouldn’t buy NFTs or Tokens if you are a citizen or resident (tax or otherwise) of any country or territory where transactions with digital tokens and/or digital currencies are prohibited or in any other manner restricted by applicable laws. (“Person” is generally defined as a natural person residing in the relevant state or any entity organized or incorporated under the laws of the relevant state).

This “Legal Disclaimer, Considerations and Risks” section applies to the White Paper and any and all information available on the ELYT Platform/Website. The contents of this “Legal Disclaimer, Considerations and Risks” section outlines the terms and conditions applicable to you in connection with (i) your use of this White Paper and of any and all information available on the Website; and (ii) your participation in the NFTs or Tokens, in each case in addition to any other terms and conditions that we may publish from time to time relating to this White Paper, the Website and the related legal documents on the Website (such terms hereinafter referred to as the “Terms”).

This “Legal Disclaimer, Considerations and Risks” section may be updated from time to time and will be published as part of the latest version of the White Paper which shall be available on the Website. You shall be obliged to read in full the latest available version of the White Paper available on the Website.

No part of the ELYT Documents are to be reproduced, distributed, or disseminated without including this “Disclaimer of Liability” section. The sole purpose of the ELYT Document are to present ELYT Platform and NFTs or Tokens to potential NFT or token holders. The information is provided for informative purposes only. It may not be exhaustive and doesn’t imply any elements of a contractual relationship or obligations.

Despite the fact that ELYT makes every effort to ensure the accuracy, up-to-dateness, and relevance of any material in the ELYT Documents and the services on the ELYT Platform/Website this document and materials contained herein are not professional advice and in no way constitutes the provision of professional advice of any kind.

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LEGAL CONSIDERATIONS

ELYT has used reasonable endeavours to approach the Services on the ELYT Platform/Website in a responsible and sensible manner. Given the legal uncertainty of distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities in a number of jurisdictions, ELYT has spent time and resources to consider its business approach and where it proposes to operate now and in the future.

Purchased NFTs or tokens cannot be offered or distributed as well as cannot be resold or otherwise alienated by their holders to mentioned persons. It is your sole responsibility to establish, by consulting (if necessary) your legal, tax, accounting or other professional advisors, what requirements and limitations, if any, apply to your particular jurisdiction, and ensure that you have observed and complied with all restrictions, at your own expense and without liability to ELYT NFTs or tokens are not and will not be intended to constitute securities, digital currency, commodity, or any other kind of financial instrument and have not been registered under relevant securities regulations, including the securities laws of any jurisdiction in which a potential token holder is a resident.

The ELYT Documents are not a prospectus or a proposal, and their purposes are not to serve as a securities offer or request for investments in the form of securities in any jurisdiction. However, in spite of the above, legislation of certain jurisdictions may, now or in future, recognize ELYT NFTs or Tokens as securities. ELYT does not accept any liability for such recognition and/or any legal and other consequences of such recognition for potential owners of ELYT NFTs or tokens, nor provide any opinions or advice regarding the acquisition, sale or other operations with ELYT NFTs or tokens, and the fact of the provision of the ELYT Documents doesn't form the basis or should not be relied upon in matters related to the conclusion of contracts or acceptance investment decisions. The ELYT Documents do not oblige anyone to enter into any contract, to take legal obligations with respect to the sale or purchase of ELYT NFTs or tokens, and to accept any cryptocurrency or other form of payment.

Potential owners of ELYT NFTs or Tokens are advised to contact relevant independent professional advisors, on the above matters. Certain statements, estimates and financial information contained herein, constitute forward looking statements or information. Such forward-looking statements or information involve known and unknown risks and uncertainties, which may cause actual events or results to differ materially from the estimates or the results

implied or expressed in such forward-looking statements. Further, all examples of calculation of income and profits used in ELYT Documents were provided only for demonstration purposes or for demonstrating the industry's averages.

For avoidance of doubt, nothing contained in the ELYT Documents and in the Services of ELYT Platform/Website is or may be relied upon as a guarantee, promise, representation or undertaking as to the future performance of ELYT and/or NFTs or tokens, and/or promise or guarantee of future profit resulting from purchase of NFTs or tokens. ELYT NFTs or Tokens cannot be used for any purposes other than as provided in the ELYT Documents, including but not limited to, any investment, speculative or other financial purposes. ELYT NFTs or Tokens confer no other rights in any form, including but not limited to any ownership, distribution (including, but not limited to, profit), redemption, liquidation, property (including all forms of intellectual property), or other financial or legal rights, other than those specifically set forth above.

While the community's opinion and feedback can be taken into account, ELYT NFTs or Tokens do not give any right to participate in decision-making or any direction of business related to the services of ELYT Platform/Website .

English language is the primary official source of information about the ELYT Services, NFTs or tokens, any information contained herein may from time to time be translated into other languages or used in the course of written or oral communications with customers, contractors, partners etc. In the course of such translation or communication some of the information contained herein may be lost, corrupted or misrepresented. The accuracy of such alternative communications cannot be guaranteed. In the event of any conflicts or inconsistencies between such translations and communications and this English language, the provision of this English language as original document shall prevail.

LIMITATION OF LIABILITY

In no event shall ELYT or any current or former employees, officers, directors, partners, trustees, representative, agents, advisors, contractors, or volunteers of ELYT (hereinafter the "ELYT Representatives") be responsible or accountable or liable in any way whatsoever to any purchaser of NFTs or Tokens for any loss of profits or otherwise or for any lost savings or for any incidental direct indirect special or consequential damages in each case arising out of or from or in connection with:

- any failure by ELYT or any of its affiliated companies to deliver or realize all or any part of the project or the platform or the membership network or NFT or Token features described in or envisaged by the available Information;
- your use or inability to use at any time the services or the products or the platform or the membership network or NFTs or Tokens offered by ELYT;
- the breach of any of these Terms by ELYT or by ELYT Representatives or by you or by any third party;
- any security risk or security breach or security threat or security attack or any theft or loss of data including but not limited to hacker attacks, losses of password, losses of private keys, or anything similar;
- mistakes or errors in code, text, or images involved in the NFTs or Tokens or in any of the available information; or
- any information contained in or omitted from the available information;

- any expectation promise representation or warranty arising (or purportedly arising) from the available information;
- the volatility in pricing of NFTs or Tokens in any countries and/or on any exchange or market (regulated, unregulated, primary, secondary or otherwise);
- the purchase use sale resale redemption or otherwise of the NFTs or Tokens; or
- your failure to properly secure any private key to a wallet containing NFTs or Tokens

The Available Information (including the legal documentations on ELYT Platform/Website and the White Paper) and the NFTs or Tokens are provided on an “as is” basis and without any representations or warranties of any kind, either express or implied. You assume all responsibility and risk with respect to your use of the Available Information and purchasing of any amount of NFTs or Tokens and their use. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally waive: (i) all and any claims (whether actual or contingent and whether as an employee, office holder, trustee, agent, principal or in any other capacity whatsoever or howsoever arising) including, without limitation, claims, any payment or repayment of monies, indemnity or otherwise that you may have against ELYT or against any of the ELYT Representatives; and (ii) release and discharge ELYT and all of ELYT Representatives from any and all liability (of whatsoever nature or howsoever arising) it or they may have to you.

If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to this paragraph or these Terms, or otherwise attempt to pursue any such claim against ELYT or any ELYT Representative then you hereby irrevocably and unconditionally undertake to indemnify, and keep indemnified ELYT and all ELYT Representatives fully on demand from and against:

- all liabilities or losses suffered by ELYT or any ELYT Representative; and
- all reasonable costs, charges and reasonable expenses (including without limitation reasonable legal costs and expenses) reasonably and properly incurred by ELYT or any ELYT Representative,
- in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you.

If any provision or part-provision of this “Legal Disclaimer, Considerations and Risks” section is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this “Legal Disclaimer, Considerations and Risks” section shall not affect the validity and enforceability of the rest of this “Legal Disclaimer, Considerations and Risks” section.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in the Available Information, statements made in any press releases or in any place accessible by the public and oral statements that may be made by ELYT or the ELYT Representatives (as the case may be), that are not statements of historical fact, constitute “forward looking statements”.

Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements.

These forward-looking statements are applicable only as of the later of the date of publication of the White Paper and the latest date that the Website has been updated. Neither ELYT nor the ELYT Representatives nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of ELYT will be as discussed in those forward-looking statements. The actual results, performance or achievements of ELYT may differ materially from those anticipated in these forward-looking statements.

Nothing contained in the Available Information is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of ELYT. Further, ELYT disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

RISK FACTORS

You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to participate in the Services of ELYT Platform/Website.