

EXOLOVER Terms and Conditions

INTRODUCTION

These terms and conditions (hereinafter the “Terms”), and any terms and conditions published from time to time on the Website (being <https://exolover.io>), on the Token Launch Dashboard, on all subdomains and all their respective pages constitute the legal relationship and agreement between you, and Exolover Pty. Ltd., ACN Number 608 599 131, Suite 2504, L25 Tower 2, 101 Grafton Street, Bondi Junction NSW 2022, Australia (“Company”) in respect of your participation in the EXOLOVER Token Distribution Event receiving and holding EXO Tokens, and your use of the exolover.io Website.

“Affiliate” means in respect of a person (hereinafter the “First Person”), any other person which directly or indirectly through one or more intermediaries:

- (a) Controls the First Person;
- (b) is Controlled by the First Person; or currently;
- (c) is under common Control with the First Person.

“Bitcoin” or “BTC” means a digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called a blockchain.

“Closing Time” means 12:00 PM UTC on the date provided as closing on <https://exolover.io>.

“Commencement Time” means 12:00 PM UTC on the date provided as commencement on <https://exolover.io>.

“Control” or “to Control” means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

“Ethereum” or “ETH” means a digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called a blockchain.

“Exchange(s)” means BTC and/or ETH, which Participant sends to EXOLOVER in exchange for EXOLOVER Tokens according to the prevailing exchange rate at such time as the exchange occurs.

“EXOLOVER” means the Company, any Operator, any of their Affiliates and any Operator or their Affiliates.

“EXOLOVERS CLUB” means the Exo Lovers Club which is a private club providing a service for adults (persons over 18 years of age) who wish to communicate online with other adults, to develop a network of friends and acquaintances for social reasons only.

“EXOLOVER Platform” means the system, services, internal eco-system, internal service based on blockchain technology described in the Whitepaper and to be developed and deployed by EXOLOVER with the assistance of one or more Operators engaged by EXOLOVER for that purpose.

“EXOLOVER Tokens” or “Tokens” refers to the tokens being minted in the Token Distribution Event, having an exchange nomenclature / ticker name EXO on the respective Exchanges where they are traded.

“EXOLOVER Token Launch Dashboard” or “Token Launch Dashboard” means the Token Launch web interface located at <https://exolover.io>

“EXOLOVER Token”, “EXOLOVER Blockchain Token” or “Token” means the ERC20 standard Ethereum token or similar emitted in the EXOLOVER Token Distribution Event, it represents the proof of participation in the Launch and the opportunity to receive any and all as described in the Whitepaper.

“Force Majeure Event” means any event or circumstance which: (1) is not within the reasonable control of EXOLOVER or any of their subcontractors; (2) directly or indirectly and alone or when taken together with any other such events, causes EXOLOVER to fail to deliver EXOLOVER or any aspect of EXOLOVER; and (3) is not reasonably able to be prevented by EXOLOVER taking reasonable precautions and cannot reasonably be circumvented by EXOLOVER.

“Loss” means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel’s or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of crypto currency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

“Operator” means any operator of the Company, engaged into the development of the Company, or providing any other services requested by the Company.

“Pre- Initial Token distribution” or “Initial Token Distribution”, jointly referred to as the “Launch” or “Token Launch” means the phase in the Token Distribution Event process contemplated in EXOLOVER Whitepaper by which EXOLOVER will receive Exchanges for the development of the EXOLOVER Platform.

“Participant” means you, the legal or natural person participating in the Launch.

“Privacy Policy” means the document describing the methods how EXOLOVER collects, uses and releases information collected from Participants available on the Website at <https://exolover.io>.

“Smart Contract” means the Simple Agreement for Future Tokens made for EXOLOVER and is the transaction mechanism employed for distribution as described in the Whitepaper”.

“Token Distribution Event” or “TDE”

“UTC” means Coordinated Universal Time.

“Website” means <https://exolover.io>, the Token Launch Dashboard, all subdomains and all their respective pages.

“Whitepaper” means the document containing the business model and description of EXOLOVER, located at <https://exolover.io>

The Token Launch is being conducted by EXOLOVER and will take place wholly outside the USA, China and Singapore.

By using the Website and participating in the Token Launch you agree to these terms and conditions.

EXOLOVER reserves the right to amend the terms and conditions at any time by sole decision and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Token Launch you accept such amendments.

Minors or people below 18 years old are not allowed to use this Website.

If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Token Launch or you will be prosecuted according to the local Law.

1. WEBSITE

1.1 EXOLOVER reserves the right, at its sole and absolute discretion and without giving prior notice, to:
(a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

(b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. Nor EXOLOVER nor any of its Affiliate, officer, employee, contractor (further – “EXOLOVER Parties”) will be liable for any Loss which may be incurred as a result of such action.

1.2 The Website may contain hyperlinks to websites which are not maintained or controlled by EXOLOVER. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All EXOLOVER Parties disclaim any responsibility and liability for any third party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

1.3 The inclusion of any hyperlink does not imply endorsement by EXOLOVER of such websites. Under no circumstances shall EXOLOVER be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

2. TOKEN LAUNCH

2.1 Participants will remit BTC or ETH to EXOLOVER for the development of the project described in the Whitepaper and will receive Tokens in recognition of Exchanges.

2.2 Tokens impart no proprietary rights or obligation or contract, express or implied, other than described in the Whitepaper, if EXOLOVER is successfully completed and deployed. In particular, Participants will not have any influence in the development or governance of EXOLOVER. The sole and exclusive usage rights of these intellectual property rights are held by and assigned to EXOLOVER and its nominees.

2.3 Token Launch will be conducted via the Website and will consist of EXOLOVER accepting Exchanges and providing Tokens in recognition of such Exchanges. Participants may Exchange using the crypto currencies or other payment methods notified on the Website. Failure to follow the Token Launch instructions on the Website may limit, delay, or prevent a Participant from Exchange. Any questions about such instructions should be directed to <https://exolover.io>.

2.4 There are no guarantees that EXOLOVER will be delivered within any particular timeframe, or at all.

2.5 By donating to EXOLOVER, and to the extent permitted by applicable law, you agree to not hold any EXOLOVER Party liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Token Launch.

3. TENDER OF TOKENS BY EXOLOVER

EXOLOVER shall have the right but not the obligation to repurchase all or some of the Tokens by way of a publicly announced tender. The holders of Tokens shall have the right but not the obligation to submit an offer into such tender.

4. TIMING OF TOKEN LAUNCH

4.1 Token Launch will begin at the Commencement Time, continue for a certain period specified on the Website and end at the Closing Time.

4.2 EXOLOVER reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

5. OBLIGATION TO COMPLY WITH THE LAWS OF PARTICIPANT'S JURISDICTIONS

It is the responsibility of each potential Participant to determine if the Participant can legally participate in the Token Launch, make Exchanges to EXOLOVER, and receive and hold Tokens in the Participant's jurisdiction. EXOLOVER will not be held liable in case of any Participant's failure to meet this condition.

6. ACCEPTANCE OF TOKEN LAUNCH TERMS AND CONDITIONS

6.1 By participating in the Token Launch, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Whitepaper, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

6.2 By using the Website and participating in the Token Launch you represent and warrant that you:

- (a) are legally permitted to participate in the Token Launch, make Exchanges to EXOLOVER, or receive and hold Tokens in your jurisdiction;
- (b) are of a sufficient age to legally participate in the Token Launch, make Exchanges to EXOLOVER, or receive and hold Tokens;
- (c) are not participating in the Token Launch, making Exchanges to EXOLOVER, receiving and holding Tokens, or exchanging any crypto currency for Tokens for the purpose of speculative investment;
- (d) are not participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens for an illegal purpose;
- (e) have an understanding of the usage and intricacies of crypto currencies, cryptographic Tokens and blockchain based software systems.

6.3 Further, by using the Website and participating in the Token Launch you acknowledge and agree that:

- (a) you take sole responsibility for any restrictions and risks associated with participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;
- (b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any EXOLOVER Party;
- (c) you are participating in the Token Launch, making Exchanges to EXOLOVER, and receiving and holding Tokens to facilitate the development, testing, deployment and operation of EXOLOVER;
- (d) the proposed outcomes discussed in the Whitepaper or business model may not be achieved;
- (e) Tokens may not provide the rewards envisaged;
- (f) participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of EXOLOVER;
- (g) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;
- (h) you will not violate or attempt to violate the security of the Website;
- (i) you will not access information or data which you are not authorised to access;
- (j) you will promptly provide to EXOLOVER, upon request, any additional information which EXOLOVER may consider necessary in providing services on the Website; and
- (k) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content.

6.4 By using the Website and participating in the Token Launch you further agree to the following statements:

6.4.1 represent that I am:

- (a) NOT an individual, corporation, partnership or other legal entity formed under the laws of any jurisdiction which prohibits the obtention of the Tokens;
- (b) NOT an agency, branch or office located in any jurisdiction which prohibits the obtention of the Tokens;
- (c) NOT a trust of which any trustee is described in (a) or (b) above;
- (d) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), or (c) above; and
- (e) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), or (d) above.

6.4.2 My decision to subscribe for EXOLOVER Tokens was NOT based, at least in part, on information I received and/or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within countries which prohibit such exchange of information.

6.4.3 My obtention of EXOLOVER Tokens is:

- (a) made for my own account as principal;
- (b) NOT made in anticipation of a further distribution of the EXOLOVER Tokens to others; and
- (c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the EXOLOVER Tokens in any jurisdiction.

7. ACCURACY DISCLAIMER

7.1 DISCLAIMER: This EXOLOVER Technical White Paper, Terms & Conditions and (or) any other similar documents related to the Token Creation is for information purposes only.

7.2 EXOLOVER does not guarantee the accuracy of or the conclusions reached in the White Paper, these Terms, and these Terms are provided “as is”.

7.3 EXOLOVER does not make and expressly disclaims all representations and warranties, express, implied, statutory or otherwise, whatsoever, including, but not limited to: (i) warranties of merchantability, fitness for a particular purpose, suitability, usage, title or non-infringement; (ii) that the contents of this White Paper are free from error.

8. TOKEN PURCHASE

8.1 EXOLOVER Token Launch Dashboard will provide you with a unique intermediary address for Exchanges made in crypto currency , so you can confirm that your payment made using any crypto currency has been received.

8.2 EXOLOVER Token Launch Dashboard will provide you with account details for Exchanges made in crypto currencies and/or fiat currencies, in the event that fiat currencies will be used to Exchange in the Token Launch.

8.3 EXOLOVER Token Launch Dashboard will provide you with a unique order identification combination which will serve as a reference ID for all the requests regarding created purchase requests for both crypto currency and, if applicable, fiat Exchanges.

8.4 Participant will be able to check the status updates of his Exchange at his Token Launch Dashboard account on at <https://exolover.io>.

8.5 Knowledge of the unique intermediary address or unique order identification combination does not constitute an exchange receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of a Token. All complaints will be processed individually.

9. TOKEN LAUNCH ON THE WEBSITE AND AUTHORIZED EXCHANGES ONLY

9.1 EXOLOVER will only undertake Exchanges for Token Distribution via the Website and authorised exchanges listed at the Website. To the extent that any third party website or service, not listed among the authorised exchanges on the Website, takes Exchanges to EXOLOVER, provides Tokens during the Token Launch, or facilitates Exchanges to EXOLOVER or the provision of Tokens in any way during the Token Launch, such third party websites or services are not in any way supported, endorsed or sanctioned by any EXOLOVER Party and have no relationship in any way with EXOLOVER.

9.2 The only official and authorised Token Launch website URL operated by EXOLOVER is <https://exolover.io>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

9.3 The list of officially authorized exchanges which are allowed to distribute the EXOLOVER Token during the Token Launch is announced at the Website.

9.3 By participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any EXOLOVER Party) may be held liable for any Loss arising out of, or in any way connected to your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens in any manner other than via the Website of authorized exchanges.

10. LIMITATIONS ON RECEIVING TOKENS

10.1 There will be limitations on the amount of Tokens provided during the Token Launch. The detailed structure is provided in Whitepaper.

11. FRAUDULENT ATTEMPTS TO DOUBLE SPEND CRYPTOCURRENCY

11.2 EXOLOVER will monitor all potential transactions for attempts to double spend any crypto currency or cryptographic Tokens during the Token Launch. Any detected double spend will result in no Tokens being provided to the relevant party. EXOLOVER reserves the right to inform about such fraud actions the relevant prosecution and investigation authorities.

12. WARNING: Do not participate in this Token Launch if you are not familiar with or do not understand crypto currencies, cryptographic tokens, and block chain based software systems.

12.1 Only parties having significant experience with, or an understanding of, the use and intricacies of crypto currencies, cryptographic tokens, and block chain based software systems should participate in the Token Launch.

12.2 While EXOLOVER will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with crypto currencies, cryptographic tokens, and block chain based software systems. While EXOLOVER will be available to assist you during and after the Token Launch, no EXOLOVER Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any donator.

13. WARNING: Token price may experience extreme volatility

13.1 Cryptographic Tokens or crypto currencies that possess value in public markets, such as BTC and ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. EXOLOVER cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

13.2 By participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any EXOLOVER Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens.

14. WARNING: Receiving Tokens has a number of risks

14.1 Tokens carry risks.

Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any EXOLOVER Party) may be held liable for any Loss arising out of, or in any way connected with your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens or such risk.

14.2 Dissolution of EXOLOVER due to a diminishment in the value of other crypto currencies, cryptographic tokens, and block chain based software systems. Participants are using cryptographic tokens or crypto currencies to participate in the Token Launch, make Exchanges, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive EXOLOVER of sufficient resources to continue to operate.

14.3 Regulatory action in one or more jurisdictions. Crypto currencies, cryptographic tokens, and block chain based software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. EXOLOVER and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of EXOLOVER to develop EXOLOVER.

14.4 Insufficient interest in EXOLOVER.

It is possible that EXOLOVER will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of EXOLOVER. EXOLOVER will

contract with developers to help build EXOLOVER, and is working with third party developers around the world to create an interest in EXOLOVER. However, EXOLOVER cannot predict the success of these development efforts or the efforts of other third parties.

14.5 EXOLOVER, as developed, will not meet Token holder expectations. Participants acknowledge that EXOLOVER is currently under development and may undergo significant changes before release. Participants acknowledge that any expectations regarding the form and functionality of EXOLOVER held by the Participant may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of EXOLOVER.

14.6 EXOLOVER may never be completed or released.

The Participant understands, that while EXOLOVER will make reasonable efforts to complete EXOLOVER, it is possible that an official completed version of EXOLOVER may not be released and there may never be an operational EXOLOVER.

14.7 Theft.

Hackers or other groups or organisations may attempt to steal Tokens.

14.8 Ethereum mining attacks.

The Participant understands and accepts that, as with other crypto currencies, cryptographic tokens, and block chain based software systems, the Ethereum blockchain used for EXOLOVER Token Launch campaign is susceptible to mining attacks, including but not limited to double spend attacks, majority mining power attacks, “selfish mining” attacks, and race condition attacks. Any successful attacks present a risk to EXOLOVER Token Launch campaign, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

14.9 Weaknesses or exploitable breakthroughs in the field of cryptography.

Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to EXOLOVER Token Launch campaign and potentially result in the theft or loss of Tokens. To the extent possible, EXOLOVER intends to update the protocol underlying EXOLOVER to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

15. CANCELLATION AND REFUND POLICY

15.1 By participating in the Token Distribution Event you acknowledge that EXOLOVER is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Token Distribution Event.

16. All Exchanges to EXOLOVER are final and nonrefundable.

17. TAXATION

17.1 EXOLOVER makes no representations concerning the tax implications of participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens.

17.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens in all respects and in any relevant jurisdiction.

17.3 By participating in the Token Launch, making Exchanges, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any EXOLOVER Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens.

18. PRIVACY

18.1 Except as otherwise provided in these terms and conditions, Privacy Policy or on the Website, EXOLOVER will not publish any identifying information relating to you without your prior written consent.

18.2 Participants may be contacted by EXOLOVER regarding the Token Launch before, during and after the Token Launch.

18.3 EXOLOVER may request additional information from Participants if such information is required by applicable laws (see clause 23) or required to provide any technical support requested by the donator.

19. INTELLECTUAL PROPERTY

19.1 Unless otherwise stated, the content and information on the Website are the property of EXOLOVER Parties or other parties. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. This Website is to be used by the Participants only. You, the Participant are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 19.2.

19.2 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of EXOLOVER. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that you do not breach these terms and conditions.

20. TOKEN ISSUANCE RESTRICTIONS Completely Re-write

20.1 There is significant uncertainty as to the legal status of tokens and token issuances across jurisdictions around the World. While EXOLOVER is committed to complying with any applicable laws and regulations, including but not limited to all relevant obligations and requirements of the Australian Securities and Investments Commission 2001 and the Corporations Act 2001; due to the fluid nature of regulation, EXOLOVER can give no guarantee that it will always be in compliance with all laws applicable to it.

20.2 In the event that either the Tokens or the EXOLOVER Platform are found to be in breach of any applicable law or regulation, EXOLOVER will take immediate steps to ensure that its operations are changed such that EXOLOVER will be in compliance with those laws. EXOLOVER may make changes to the EXOLOVER Platform and/or the Tokens at any time.

20.3 Token will NOT be issued to prospective holders in countries where it is illegal to do so, including, but not limited to residents of the United States of America, China, South Korea, Vietnam. Additionally, no applications for EXO Tokens will be accepted from:

(a) persons or entities on the Consolidated List maintained by the Australian Department of Foreign Affairs and Trade which can be found here:

<http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx> and/or;

(b) any country against which there is a current sanction regime prohibiting the issue of EXO tokens or digital assets analogous to the EXO tokens. This list can be found here:

<http://dfat.gov.au/international-relations/security/sanctions/pages/sanctions.aspx>.

20.4 Participant confirms and represents to EXOLOVER that, that laid out in clause 6.4.1 is true and accurate.

21. COOPERATION WITH LEGAL AUTHORITIES

EXOLOVER will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

22. JURISDICTION

The legal entity conducting the Token Launch, EXOLOVER is registered in Australia.

23. “KNOW YOUR CUSTOMER” AND “ANTIMONEY LAUNDERING”

EXOLOVER reserves the right to conduct “Know your customer” and “Anti-money laundering” checks on Participants if it becomes required by the applicable laws.

24. FORCE MAJEURE

No EXOLOVER Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any EXOLOVER Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

25. LEGAL, REGULATORY & EXCHANGE CLARIFICATION DISCLAIMER

25.1 EXOLOVER is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice.

25.2 The Token Distribution Event is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. None of the information or analyses presented in the Website and/or in the Whitepaper are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website and/or the Whitepaper is not, does not, offer and shall not be construed as investment or financial product.

25.2 The promotion of the EXOLOVER Platform is being made in the permitted jurisdictions on the basis that Token does not constitute a security, financial instrument or otherwise regulated investment in those jurisdictions such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of the Tokens in the permitted jurisdictions.

25.3 The Token is not regulated in the permitted jurisdictions and is not required to be registered with, or licensed or authorised by, relevant authorities in the permitted jurisdictions.

25.4 EXOLOVER is not a stock or any other investment instruments exchange. The Token is not a security and shall not in any case be considered as such, and the offer of Tokens have not been registered with any government entity.

25.5 Tokens do not represent any share, stake, debt or security or equivalent rights, including, but not limited to, any right to receive future revenue or profit shares or intellectual property rights of EXOLOVER or any voting or governance rights or any other right to influence the development or operation of EXOLOVER, and do not represent any ownership rights of and/or in EXOLOVER.

25. COMPLETE AGREEMENT

25.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Participant and EXOLOVER and any other EXOLOVER Party in relation to your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens.

25.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Whitepaper, this document prevails.

25.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Whitepaper conflict with translated copies, the English version prevails.

26. SEVERABILITY

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

27. NO WAIVER

The failure of EXOLOVER to require or enforce strict performance of any provision of these terms and conditions or EXOLOVER's failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of EXOLOVER's right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by EXOLOVER of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by EXOLOVER shall be deemed a modification of these terms and conditions or be legally binding.

28. DISCLAIMER OF WARRANTIES

28.1 The Participant expressly agrees that the Participant is participating in Token Launch, making Exchanges to EXOLOVER, and receiving and holding Tokens at their own risk and that Tokens are provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

28.2 Without limiting clause 28.1, EXOLOVER does not warrant that the process for participating in the Token Launch, making Exchanges to EXOLOVER, or receiving and holding Tokens will be uninterrupted or error free.

29. EXCLUSION OF LIABILITY

No EXOLOVER Party will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if EXOLOVER or its representatives, or any EXOLOVER Party are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- (a) your participation in the Token Launch, Exchanges to EXOLOVER, receiving and holding Tokens;
- (b) any access, the use of, or inability to access or use, the Website;
- (c) your reliance on or use of or inability to use the content and information of the Website or any linked website;
- (d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- (e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services or obtained or messages received or transactions entered into through or from the Website;
- (f) unauthorised access to or alteration of your transmissions or data;
- (g) statements or conduct of any third party on the Website; or
- (h) any other matter relating to the Website.

30. INDEMNITY

You will indemnify EXOLOVER Parties, from and against all Loss in any way arising out of your participation in the Token Launch, Exchanges to EXOLOVER, or receiving and holding Tokens, or your use of the Website.

31. FORWARD LOOKING STATEMENTS

31.1 the Website, the Whitepaper, and the Business Model may include forward looking statements. Often, but not always, forward looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved.

Forward looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of EXOLOVER to be materially different from any future results, performance or achievements expressed or implied by the forward looking statements.

Although EXOLOVER believes it has a reasonable basis for making these forward looking statements, you must not place undue reliance on such forward looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward looking statements will not occur.

31.2 By participating in the Token Launch, making Exchanges to EXOLOVER, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 31.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any EXOLOVER Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Token Launch, Exchanges to EXOLOVER, receiving or holding Tokens or use of the Website.

32. ACKNOWLEDGEMENT

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any EXOLOVER Party be liable or responsible for any Loss in any way arising out of your participation in the Token Launch, Exchanges to EXOLOVER, receiving and holding Tokens, or use of the Website and all EXOLOVER Parties are hereby released by the Participant from liability for any and all such Loss.