

MOBILE APPLICATION AND WEBSITE LEGAL DISCLAIMER

Last Updated: 17th December 2018

PLEASE READ THIS LEGAL DISCLAIMER CAREFULLY AND COMPLETELY AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS.

This LEGAL DISCLAIMER is an independent legal document. Your rights and obligations when you use the **LOVE Mobile application** and/or the **LOVE Website** (tokensale.loveaircoffee.com) also may be defined by the following documents (agreements): LOVE Mobile application Terms of Use, Privacy Policy, Token Purchase Agreement, any other terms we let you know about. The absence of one document (agreement) or all of the listed documents doesn't affect the validity of this LEGAL DISCLAIMER.

IN THIS LEGAL DISCLAIMER THE FOLLOWING TERMS HAVE MEANINGS AS DESCRIBED BELOW:

“Mobile application” or **“Application”** – means the **LOVE Mobile application (LOVE application)** that is a software application with relevant functional assignment, specified description of an application (if it's available) and also Terms of Use (in the presence of a document) of the LOVE application.

“Website” shall mean the website maintained at **tokensale.loveaircoffee.com** (<https://tokensale.loveaircoffee.com>). The term Website used in this LEGAL DISCLAIMER also implies all the built into interface (graphical user interface) of the website and available to the user services (registration form, payment form, feedback form, etc.).

“Rightholder” (“We”, “Us” or “Our”) means a legal person (entity) – **LOVE AIR COFFEE OÜ**, which owns the exclusive rights for the objects of intellectual property – the Website and the Application. LOVE AIR COFFEE OÜ is registered in compliance with the requirements of the Republic of Estonia legislation. Our Website, Application and other objects of intellectual property may also be represented under such brand names as **“Love Coffee Point”, “Love Coffee Roast”, “Love System”**.

OUR APPLICATION AND WEBSITE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES.

We make no representations or warranties in relation to the Application and the Website or their functionality. We also do not warrant that Our Application and Website are fit for your purpose, even if you have previously provided notice of your intended purpose, and do not warrant that Our Application and Website will operate with no mistakes and disruption of a work. Functionality of the Application and the Website and any built-in content are provided for your review and use only in accordance with the terms of this LEGAL DISCLAIMER, Terms of Use (if it's available) and Our other legal statements. Functionality of Our Website and Application, related materials and/or information are not guaranteed or represented to be complete, correct or up to date. These materials, content and functionality may be changed from time to time without notice.

We reserve the right, at our sole discretion, to correct/rectify any errors or omissions in any portion of the materials. We may make any other changes/improvements to the Application and the Website and other related products, services and/or prices (if any) described/published at any time without any prior notice.

Whilst every effort is made to ensure accurate functioning of functional modules, extensions, code base or integrations as far as possible, the accuracy of the Application and the Website is dependent on many factors and thus We can not and does not ensure any comprehensive cover for the functioning.

You also should take into consideration that blockchain (blockchain-based system) is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the blockchain network in an attempt to gain an advantage in purchasing cryptographic tokens or their equivalents.

CONSIDERING THE ABOVE MENTIONED WE DO NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

YOUR USE OF THE APPLICATION AND THE WEBSITE IS AT YOUR OWN RISK. RIGHTHOLDER AND ANY OF ITS CONTRACTORS WHO PARTICIPATED IN

PROVIDING THE FUNCTIONALITY OF THE WEBSITE EXPRESSLY DISCLAIM ANY WARRANTY.

YOU CAN USE AND UNDERTAKE TO USE THE APPLICATION AND THE WEBSITE SOLELY FOR THE NON-COMMERCIAL PURPOSES. ALSO YOU'RE HEREBY DENIED THE USE OF THE APPLICATION AND/OR THE WEBSITE IN ORDER TO FURTHER IMPLEMENTATION (AND/OR TO FACILITATE IMPLEMENTATION) SUCH ACTIVITIES AS: sexual services, distribution of pornography, drug dealing, chemicals or under the control substances; goods which violate intellectual property rights; ammunition and explosive materials (including fireworks), firearms or edged weapons; personal information of third parties, the creation of a Ponzi scheme (financial scheme), fraudulent activities, illegal legalization of income, terrorist financing, other illegal activities (in accordance with the law of your jurisdiction and the law jurisdiction which interests may be affected in relation to your actions).

OUR APPLICATION AND WEBSITE ARE NOT INTENDED FOR AND SHOULDN'T BE USED BY PERSONS UNDER THE AGE OF FULL LEGAL CAPACITY (IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW OF YOUR JURISDICTION).

NO CHINESE USERS OR USERS FROM THE USA. OUR APPLICATION AND WEBSITE ARE NOT BEING INTENDED TO BE USED BY CHINESE PERSONS AND/OR PERSONS OF THE USA (AS DEFINED BELOW).

If You are citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People's Republic of China (a “**Chinese person**”) and/or the United States of America (a “**person of the USA**”), do not use or attempt to use Our Application and Website.

BY USING THE WEBSITE AND THE APPLICATION THE USER (YOU) CONFIRMS AND GUARANTEES THAT HE IS NOT: (a) holder of a permanent residence permit (“Green Card”) in the USA, (b) citizen or resident (fiscal resident or other resident) of the USA, the Commonwealth of Puerto Rico, Virgin Islands of the USA, any other possession of the USA, the People's Republic of China.

LIMITATION OF LIABILITY

WE MAKE NO REPRESENTATIONS AS TO ACCURACY, COMPLETENESS, SUITABILITY, VALIDITY OF THE APPLICATION, THE WEBSITE AND ANY INFORMATION THAT IS DISPLAYED AND/OR PROVIDED ON THE WEBSITE AND/OR THE APPLICATION AND WILL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS, AND/OR DELAYS IN THIS INFORMATION AND/OR ANY LOSSES, INJURIES, AND/OR DAMAGES ARISING FROM ITS DISPLAY AND/OR USE OF THE SAME. ALL INFORMATION AND FUNCTIONALITY ARE PROVIDED ON AN AS-IS BASIS.

We make no representations about the results to be obtained from using the Website and/or the Application. The usage of the Website and/or the Application is at Your (the person who uses the Website and/or the Application) own risk. You further agree that We shall not be held responsible for any uncontrollable security attack leading to failures of the Website and/or the Application and in such cases you agree that We shall not be held responsible for any type of losses that may occur to You.

WE ALSO SPECIFICALLY DISCLAIMS AND SHALL HAVE NO LIABILITY TO YOU FOR THE FOLLOWING RISKS: operating system failures; errors interactions between your hardware, software and the Website and/or the Application; the implications of using the cloud backup software; malware, viruses or other malicious software on your device that are able to take control or interfere with the Website and/or the Application; any possible delays in communications; any negative implications for You and/or third parties, which ensued from any possible disruption to the work of the Website and/or the Application.

REASONABLENESS

BY USING THE WEBSITE AND/OR THE APPLICATION, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS LEGAL DISCLAIMER ARE REASONABLE. IF YOU DO NOT THINK THEY ARE REASONABLE, YOU MUST NOT USE THE WEBSITE AND THE APPLICATION.

AMENDMENTS TO THIS LEGAL DISCLAIMER

The Rightholder has the right to unilaterally and at any time amend this LEGAL

DISCLAIMER by placing its new version on the Website and/or in the Application. In case of disagreement with the new version of this LEGAL DISCLAIMER, the User (You) must immediately stop using the Website and the Application.

UNENFORCEABLE PROVISIONS

If any provision of this LEGAL DISCLAIMER is found to be unenforceable under applicable law, that will not affect the enforceability of the other provisions of this LEGAL DISCLAIMER. All of the disputes related to this LEGAL DISCLAIMER are resolved through negotiations if the dispute can not be resolved in the specified way then it is the subject to further consideration in courts of the Republic of Estonia.

CONTACTS AND FEEDBACK

If You have any questions regarding this LEGAL DISCLAIMER, please contact Us by e-mail – support@loveaircoffee.com. Nevertheless, any request (e-mail letter) must comply with the aim of using the Website and/or the Application.