

# TERMS OF TOKEN SALE

*Last updated: August 11, 2018*

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS TOKEN SALE, DO NOT PURCHASE TOKENS.

This document acts as an agreed upon Terms of Token Sale (“Terms”) between you (“Purchaser”, “User”, “you”) and Alex Capital GmbH, registered in Germany with the registered address Neustadt 67433 - Germany (“Alex Capital GmbH”, “Company”, “we”, “us”), Service, provided by Alex Capital GmbH is Litenett (“Litenett”, “Service”). Each of you and the Company are a “Party”, and together the “Parties.” You accept these Terms when you purchase Alex Capital GmbH’s Litenetcoin (LNT) tokens (“LNT Tokens”, “Tokens”).

Litenettoken (LNT) - is a utility-token of Litenett ecosystem. This is an open source cryptographic token implemented on the Ethereum blockchain platform. The existence of this good maintains by smart contract developed by the Company and Ethereum blockchain developed by third parties. The Purchaser states that he knows all the aspects of such goods.

The LNT Tokens can be issued by the Company only once during token sale period and within the limits stipulated by token sale, i.e. no more than 200 000 000 items (including 18 digits displayed to the right of the decimal point). LNT Tokens issuance is technically impossible after token sale neither for the Company nor for any other persons including the developers of Ethereum. LNT Tokens functions are determined by standard ERC20 and possibilities included into smart contract LNT tokens of the Company – this is, for example, receiving and storing, termination (“burning”), transfer to the other user of Ethereum.

Some of those mentioned above of others sphere of application of LNT Tokens may appear in course of time – upon an initiative of the Company or without the participation and intention of the Company in accordance with blockchain technology. Since the moment of receiving of LNT Tokens by the Purchaser into its ownership for the aim of individual usage, the Company losses the possibility as well as instruments of full influence on LNT Tokens – since that moment LNT Tokens are considered to be Purchaser’s property, and the deal on the creative and transfer of such property form the Company to the Purchaser is considered to have been paid and legally closed.

LNT Tokens are proposed for utilitarian usage in the capacity of service fee payment (“Gas”, “Transactional gas”) in other independent product of the Company – Litenett platform and its derivatives (“Platform”). Transactional gas in the capacity of LNT Tokens is necessary to the Litenett system for making and confirmation of transactions.

Usage of Platform, including, but not limited to usage of LNT Tokens in Platform are guided by separate agreements with Litenett users. Litenett project will be issued in 2018. Company reserves the right to amend any of Platform features announced during token sale if ground of such amendments are insuperable and they could not be prevented by the Company. For example, the reason for such a correction could be legislation amendments, court decisions, amendments into politics of credit organizations and payment systems. So, LNT Tokens product is one of the type of permanent tickets (certificates, coupons) for making of specified

transactions on Platform in the future. That is why repeated usage of one and the same LNT Tokens for payment of Gas is not permitted.

And for this reason the Company only registers and cancels (redeems, satisfactions) LNT Tokens within a framework of Platform when LNT Tokens are used as Gas, i.e. LNT cannot be considered as digital assets, virtual currency or something similar. The token sale is the form of pre-order for usage of Platform. Blockchain was determined as database for keeping of data about release of good, its movement and redemption due to the fact of its reliability (permanence guaranteed by decentralizing) and popularity. Purchase of LNT Tokens is subject to these Terms.

By purchasing LNT Tokens from us, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact a LNT Tokens sales team at [info@litenett.com](mailto:info@litenett.com).

You and the Company agree as follows:

## **1. Purchase of LNT Tokens.**

Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of LNT Tokens at the price listed on [litenett.com](http://litenett.com) (“Site”) depending on the time of purchase.

## **2. Scope of Terms.**

(a) Unless otherwise stated herein, these Terms govern purchase of LNT Tokens from the Company during sale period from May, 14, 2018 to Febr, 11, 2019 (“Sale Period”) or until a hard cap as provided in White Paper is reached, whichever is sooner (“Hard Cap”). Company may request to provide evidence of payment from Purchaser.

Since LNT Tokens are sold for crypto currency, but Hard Cap is determined in USD, justifiable overrun of Hard Cap is deemed allowable within margin related to exchange rate fluctuations, volatility (thence amount of collected funds may exceed Hard Cap for not less than 1 business day). Such overrun of Hard Cap does not result the Company obligations to cancel some LNT tokens purchase.

(b) Any use of LNT Tokens will be governed primarily by other applicable terms and policies, [which will be available on the Site or affiliated sites upon the distribution of the LNT Tokens] (collectively, “Alex Capital GmbH Terms of Use”). The Alex Capital GmbH Terms of Use may change from time to time at the Company’s sole discretion with the amended Alex Capital GmbH Terms of Use posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Alex Capital GmbH Terms of Use shall control with respect to any issues relating to the use of LNT Tokens.

(d) During Sale Period Alex Capital GmbH can carry out marketing events which includes those when Tokens are provided for free. Such events are intended to the increase of

total tokens sales amount during Sale Period. Rules of the events may be published at Litenett.com, in White Paper or announced to Purchaser by any other means.

(e) Terms of Token Sale, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Alex Capital GmbH. You cannot accept it the partially, this set of rules should be accepted in full.

(f) Should any conflict between Terms of Token Sale and Terms of Service, Terms of Token Sale shall prevail.

(g) Should any conflict between Terms of Service and Privacy Policy, Terms of Service shall prevail.

(h) In case of any discrepancies between Terms of Token Sale, Terms of Service, Privacy Policy and German law, the priority of German law is indisputable. Absence of rules regulating relationship between the Company and the Purchaser within the Terms of Token Sale, Terms of Service, Privacy Policy are complemented by German legislation.

(i) Alex Capital GmbH has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by this Terms.

### **3. Purchase Procedure.**

Purchase procedure will largely depend on the time of transfer of the funds for the purpose of the Token purchase:

(a) Purchase of LNT Tokens requires a creation of the Account on the Site.

(b) If you transfer the fund for the purpose of purchasing LNT Tokens to your Account on or before May, 14 2018, the funds will be treated as a deposit and you would be required to manually complete the purchase due to the additional bonuses available for purchases over certain amounts. If you fail to purchase LNT Tokens at the time the bonuses are offered, you would be deemed to purchase LNT Tokens at the highest price available at the end of the token sale. The number of purchased LNT Tokens shall be determined based on the total amount you used for the purchase of the LNT Tokens with applicable bonuses available to you, and/or total amount of your transfer you made for the purpose of purchasing LNT Tokens if you fail to make a purchase during the time when bonuses were offered.

(c) If you transfer funds for the purpose of purchasing LNT Tokens to your Account on or after May, 14, 2018, your funds will be treated as a payment for LNT Tokens and bonuses available at the time of payment will apply to your purchase automatically when receipt of your payment is confirmed. The number of purchased LNT Tokens shall be determined based on the total amount received by Company for the purpose of purchasing LNT Tokens and applicable bonuses available to you at the time of receipt of your payment.

(d) Prior to distribution of LNT Tokens on the site of litenet.com, you are required to provide an address of the third party digital wallet (“External Wallet”), where your purchased LNT Tokens would be distributed to and complete necessary steps to connect your External Wallet to the Account according to the instructions placed by Company in your Account prior

to the distribution of the LNT Tokens. The External Wallet must support the ERC-20 token standard. For any assistance with the setup of the External Wallet, Purchaser shall contact info@litenett.com.

(e) Following the successful purchase, the information about purchased LNT Tokens will be reflected within 72 hours in your Account and External Wallet if provided by you inside of your Account. The purchased LNT Tokens would be available for withdrawal upon distribution by Alex Capital GmbH as set forth in Sections 4 and 5 of these Terms.

(f) The Company reserves the right and can transfer the right to sell tokens during ICO through specialized trading platforms, such as Kickico.com. In this case, the sale rules and terms of the platform, through which you buy LNT tokens, are applied.

#### **4. Timeframe of Distribution.**

(a) Distributes LNT tokens to the Purchaser bought by it from the Purchaser's account on the Site into External Wallet is initiated by the Company during 10 business days since the end of token sale on any provided grounds of end of token sale:

- 1) maturing of last stipulated day of public sale of LNT tokens;
- 2) sum of selling of LNT tokens is equal to the one stipulated by Hard Cap.
- 3) operation of maximum technical limit of LNT tokens issuing.
- 4) on any other ground which was not provided previously.

Such distribution of LNT tokens does not require a separate application from the Purchaser to the Company. Within 10 business days mentioned above the Company can still process LNT Tokens purchases since payments can be processed with considerable delay. The Company starts to cancel still outstanding income if their total value after end of token sale has already exceeded 1,5% of Hard Cap or since the end of token sale have passed more than 30 business days.

(b) In the special context of the good the transfer of LNT tokens to External Wallet provided by the Purchaser in Account on the Site is the event and fact of successful delivery of good to the Purchaser by the Company and considers as confirmation of accepting of respective quality good in respective volume by the Purchaser from the Company.

From that moment the deal on sale of LNT tokens between the Company and the Purchaser is considered to have been closed with the all of characteristics of finality, unconditionality and irrevocability of this deal, and Parties' obligations is considered to have been performed in a proper way and fully. This term does not depend on the current condition of LNT tokens (whether they are active or inert in accordance with subparagraph d) of this paragraph) or condition of term of LNT tokens receiving (before maturity or on time in accordance with subparagraph a) and e) of this paragraph).

LNT tokens must to be the variety of digital property which operates on blockchain technology Ethereum in accordance with the standards and guidelines digital property of its kind with all the consequences that come with it – this is basic characteristic which ought to be in accordance with the LNT token as the good to satisfy the needs of the Purchaser in its purchase from the Company. Both Parties of these Terms of Token Sale agree and stipulate

that from the moment of transfer of LNT tokens from the Company to the External Wallet provided by the Purchaser in its Account on Site, the company and the Purchaser have no claims and demands against each other.

(c) Distribution of LNT tokens at the time stipulated by subparagraph a) on this paragraph is carried out if only the Purchaser provided its External Wallet in its Account on the Site (in accordance with paragraph 5 of these Terms of Token Sale) necessary for receiving of LNT tokens bought by it. In case the Purchaser did not provide such address at the time of tokens distribution stipulated by subparagraph a) on this paragraph, all tokens bought by the Purchaser are transferred to the Company temporary storage until claiming of such LNT tokens personally by the Purchaser.

For the aim of such late claiming the Purchaser sends application in free form at info@litenett.com from email which was used for registration of Account on Site. Such late claiming is possible during one calendar year since the end of token sale. After expiring of that time LNT tokens paid by the Purchaser are considered to have been unclaimed and shall become property of the Company.

On the last day before the end of LNT Tokens issue at the level of the Company's smart contract (the final date is Febr. 11, 2019) those LNT Tokens which have not been transferred into External Wallet of their owners are counted irrespective of whether there is activity (unblocking) or inactivity (blocking) of such LNT Tokens at the time referred. After that respective number of LNT Tokens is issued by one transaction into special temporary Company's Ethereum address. And then the Company continues transactions of LNT Tokens to its Purchasers from its own temporary ETH address just in case if there is possibility to transfer LNT Tokens from one address into another, i.e. just after activation (unblocking) of LNT Tokens if such LNT Tokens have not been activated yet (still have been blocked) at the time referred.

LNT tokens unclaimed in the time stipulated by subparagraph a) on this paragraph as well as the actions with LNT tokens taken by the Company on the conditions of this paragraph have the same legal implications in respect of completeness and undeniability of deal which is stipulated in subparagraph b) of this deal. By reason of the Company has possibility of single-shot issue of LNT tokens only during token sale and within of certain restrictions (as in regard of the sum as well as in respect of maximum amount of issued tokens which is regulated by smart contract of LNT tokens). So, purchasing of LNT tokens in itself by some of Purchaser even without of transfer of LNT tokens into some External Wallet affects irreparably on commercial activity of the Company, token sale process and profiting from token sale. Knowing that, the Company ask the Purchaser not to buy LNT tokens if the Purchaser doubts in worthwhileness in such buying in order for "not take the seat" of other Purchaser, since "amount of seat" is severely restricted and limited.

(d) The Purchaser has the right to submit a request to the Company for early transfer of LNT tokens bought by it from its Account on the Site to the External Wallet provided by the Purchaser. The Company has the right to reply to the request for an indefinite amount of time. The first same transaction in the Ethereum blockchain should not occur before 14 May 2018. Such Purchaser request means accelerated phase-out of LNT tokens purchase cancellation right as well as cancellation of refund sum paid by the Purchaser for respective LNT tokens in accordance with information in the Account on the Site, since all the LNT tokens transaction reflected in smart contract and blockchain Ethereum cannot be cancelled,

refunded or corrected in some other way. This is the one of key feature of LNT tokens as good which known for the Purchaser and with which it agrees and understands.

Sending of such request by the Purchaser to the Company among others is order of the Purchaser for early onset of all the events provided by subparagraph b) of this paragraph. The Company has the right to impose restrictions in regard of minimal purchase of LNT Tokens which the Purchaser may receive prematurely in accordance with this paragraph. In such cases LNT Tokens will be transferred in External Wallet provided by the Purchaser within the time-limit fixed by the subparagraph a) of this paragraph, despite Purchaser's requests sent to the Company.

These restrictions are related with the expenses in cryptocurrency Ethereum (ETH) for initial issuance of LNT Tokens from smart contract in External Wallet, which the Company bears under rules of Ethereum blockchain (LNT Tokens are used).

(e) The Company has the right to deliver LNT Tokens in External Wallet provided to the Company by the Purchaser initially in inactivated (blocked) form for the aims of countering of fraud and speculation on LNT Tokens, as well as for possibility to correctly finalize all the settlement before the definitive finalization of issue of LNT Tokens under smart contract (further inaccessibility of this possibility for the Company). This temporary circumstance does not affect on global properties and only means the impossibility of making further transactions of LNT tokens from External Wallet for a certain period of time. The Company one-time activates (unblocks) all the issued LNT tokens at a time provided by subparagraph a) of this paragraph. It is stipulated by LNT tokens smart contract that LNT Tokens can be inactivated (blocked) only at the moment of their initial issue and activation (unblocking) of LNT Tokens can be performed only once without the possibility of deactivation (blocking) of activated (unblocked) LNT Tokens. Information about current conditions of LNT Tokens may be taken from LNT tokens smart contract in blockchain Ethereum.

(f) Transactions of LNT Tokens into External Wallet provided by the Purchaser are subjected to number LNT Tokens priorities system. The more LNT Tokens the Purchaser is going to withdraw the more priority is given to such an operation on getting of LNT Tokens by such Purchaser among others purchasers in the queue of operations which the Company forms in Ethereum blockchain under Company's smart contract. Concrete term for getting of LNT Tokens into External Wallet which the Purchaser indicated in its Site Account is not regularized. The Company does its best to do this as soon as possible but it depends on possibilities, load and stability of Ethereum blockchain. If there is inaccessibility, failures or crashes of Ethereum blockchain and impossibility of well-timed transferring of LNT Tokens in time provided by subparagraph a) of this paragraph, then further interaction with the Purchaser in regard of getting of bought LNT Tokens will be carried out by the company under the terms set out in subparagraph c) of this paragraph.

## **5. Receipt of LNT Tokens, responsibility and Risks.**

(a) On the date of distribution, purchased LNT Tokens will be distributed by Company to the External Wallet of the Purchaser if one is provided, or become available for withdrawal in the Account. Failure to provide a correct address of the External Wallet will result in the loss of purchased LNT Tokens, which shall be the sole responsibility of the Purchaser.

Failure to provide the External Wallet or to complete its set up, will delay the withdrawal of the purchased LNT Tokens, which shall be a sole responsibility of Purchaser.

Purchaser shall be responsible for implementing reasonable measures for securing the External Wallet, vault or other storage mechanism Purchaser decides to use to receive and hold Tokens outside of the Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased LNT Tokens. Company shall not be responsible for any such losses.

**(b)** The Purchaser is obliged (and guaranties in full its material obligation) to perform refundment of LNT Tokens in favor of the Company which were superfluously or mistakenly obtained in number equal to such superfluously or mistakenly obtained LNT Tokens.

Such situation may take place be due to the technical failure of Company's systems which provide issue and distribution of LNT Tokens to their Purchasers. The Purchaser has the right to ask the Company for compensation for commission fee which is charged in Ethereum blockchain because of and after respective refundment of such LNT Tokens (given that the fee mentioned above does not exceed average values recommended by Ethereum blockchain at the time of LNT Tokens refundment). The Purchaser is obliged to transfer LNT Tokens back during 5 calendar days from the day of sending of Company claim on respective refundment (the Company will provide its ETH address for such transfer of LNT Tokens) to the Purchaser's email which is a login for Purchaser's Site Account. The Purchaser transfers LNT Tokens which were superfluously or mistakenly obtained to the Company when they are activated (unblocked) if at the time of receiving of Company's claim such LNT Tokens still are not active (blocked).

**(c)** The Purchaser knows organization and principles of two-factor authentication technology (2FA). The Purchaser bears risks of loss of access to his funds and purchased LNT Tokens at the time of turning on of 2FA which the Purchaser turns on in its Site Account. The Company does not compensate to the Purchaser its material losses resulting from loss of access to its Site Account owing to operation of 2FA which has been launched by the Purchaser.

## **6. Terms and Conditions of LNT Token.**

Also, the LNT Token terms and conditions are as set forth in the White Paper [http://litenett.com/WP\\_Litenett\\_EN.pdf](http://litenett.com/WP_Litenett_EN.pdf) (since it is custom for blockchain community in respect of sale of goods which are similar to LNT Tokens) located at <http://Litenett.com>, which terms are incorporated hereto by reference.

## **7. Cancellation; Refusal of Purchase Requests.**

**(a)** The purchase of LNT Tokens from Company is final upon the distribution of LNT Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of LNT Tokens, purchaser may request a refund by contacting Company at [info@litenett.com](mailto:info@litenett.com). In addition, Company reserves the right to cancel any LNT Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In such case, Company will issue a refund in the same form of payments as was

made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any. In the case of force majeure, the refund is made without deduction of any fees or commissions.

**(b)** On security grounds the Company has the right to refuse to return payments made by you as the deposit of funds, if the payments details of their sending to us are different with the requisites given by you for receipt of the requested refund.

The Purchaser shall be solely liable for the risks of losses of its funds in relation with mentioned Company right (for example, in most cases of transferring of funds from exchanges the subsequent return into exchanges addresses leads to loss of funds).

**(c)** The Company has the right to refuse the Purchaser to cancel the purchase of LNT Tokens which have not been transferred to External Wallet provided to the Company by the Purchaser if since the day of the purchase 5 business days have passed or 5 business days remain until the end of tokens sale. This fact is due to public characteristics of token sale, which provide for the Company the possibility of gaining of profit from issue of LNT Tokens in limited value and once for all the time of existing of LNT Tokens. The sale of LNT Tokens even without their transfer to External Wallet reflect on statistical measures of token sale. In case of delay of cancel of accomplished purchase LNT Tokens the losses of the company may exceed the amount of funds refunding by the Purchaser owing to risk of loss of profit. The Company may not be in time to sale again those LNT Tokens which were released on Site after cancel of purchase, till the end of token sale. In this regard, the Purchaser agrees with its obligation to take final decision about LNT Tokens purchase before depositing its fund in the Account on the Site. Due to the same reasons the Company has the right not to cancel purchases and not to refund after end of token sale on any ground. The Purchaser is obliged to control its balance and process of token sale in order that timely ask for refund unused money (apart from that initially the deposits must be carried out on the ground of irreversible decision on buying of LNT Tokens).

**(d)** The Company returns of payments initiated after the end of token sale or violating the paragraph 4a) of these rules. The Purchaser shall be solely liable for the risks of returns expenses mentioned in subparagraph a) of this paragraph as well as risks of total loss of its funds mentioned in subparagraph b) of this paragraph.

**(e)** Funds received by the Company which were not recognized and which the Company cannot return to the transferor (due to lack of payment details or high risks of loss) are property of the Company till the Purchaser's application on that matter. The Company does not process the funds as well as not refund those transferred to the Company made through means which were not announced as official and not stipulated within token sale. In all such cases the Purchaser is obliged to apply to address arisen situations to [info@litenett.com](mailto:info@litenett.com).

## 8. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with purchasing LNT Tokens, holding LNT Tokens, and using LNT Tokens, as disclosed in this document. In case of questions regarding these risks, you shall contact the sales team at info@litenett.com. BY PURCHASING LNT TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## 9. Representations and Warranties.

In connection with the purchase of the LNT Tokens, you represent to Company the following:

(a) You are aware of the terms and conditions of the LNT Tokens and have acquired sufficient information about the LNT Tokens to reach an informed and knowledgeable decision to acquire the LNT Tokens.

(b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the LNT Tokens.

(c) You understand that the LNT Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to Alex Capital GmbH, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(d) You shall not purchase LNT Tokens for any uses or purposes other than to use LNT Tokens as provided in this document or in the White Paper, including, but not limited to, any investment, speculative or other financial purposes.

(e) You understand that the LNT Tokens are not **digital, financial or any other kind of financial commodity or instrument** and have not been registered under the securities law of Germany, the Securities Act and securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Purchaser is resident.

(f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the LNT Tokens or any use of these Terms, including.

(i) the legal requirements within its jurisdiction for the purchase of the LNT Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(g) Your purchase, payment for, and continued beneficial ownership of the LNT Tokens will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of LNT Tokens.

(i) You understand that websites Litenett.com, as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the

Parties of this Terms. Versions of websites and documents translated into others languages are for informational purposes only.

(j) You understand that you shall be guided by the current version of the document which is put on website Litenett.com at the moments of LNT Tokens purchase or later.

(k) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

(l) You understand that Alex Capital GmbH cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser's jurisdiction law shall prevail.

The Purchaser entering into relationship with Alex Capital GmbH shall oblige its jurisdiction law.

**10. Indemnification.**

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- (i) purchase or use of LNT Tokens,
- (ii) your responsibilities or obligations under these Terms,
- (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

**11. Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE LNT TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE LNT TOKENS, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE LNT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE LNT TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DOES NOT REPRESENT

OR WARRANT THAT THE LNT TOKENS OR THE DELIVERY MECHANISM FOR LNT TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

## **12. Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE LNT TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE LNT TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE LNT TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 12(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

## **13. Release.**

To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

## 14. Governing Law.

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Germany, without giving effect to principles of conflicts of law.

## 15. Dispute Resolution; Arbitration.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

**(a) Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to this Agreement resolved in a county court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**(b) No Class Arbitrations, Class Actions or Representative Actions.**

Any Dispute arising out of or related to this Agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

**(c) Notice; Informal Dispute Resolution.**

Each Party will notify the other Party in writing of any arbitrable Dispute within 30 days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to the support team at [info@litenett.com](mailto:info@litenett.com). Notice to you shall be sent to the email address provided by you in your Account.

Your notice must include -

- (i) your name, postal address, email address and telephone number,
- (ii) a description in reasonable detail of the nature or basis of the Dispute, and
- (iii) the specific relief that you are seeking.

If you and Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

**(d) Process.**

If allowed under the applicable law, any Dispute shall be referred to and finally resolved by arbitration administered by the Amtsgericht Ludwigshafen am Rhein in accordance with the Code of Civil Procedure (“CoCP”) of Germany for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Germany. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be German. Otherwise, the jurisdiction for arbitration shall be determined according to the applicable law.

**16. Miscellaneous.**

**(a) Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

**(b) Amendments.** These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of LNT Tokens.

**(c) Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the LNT Tokens. By purchasing the LNT Tokens, you acknowledges its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of LNT Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

**(d) Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

**(e) Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

**(f) Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

**(g) Acceptance.** You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of LNT Tokens.

**(e) Termination.** Alex Capital GmbH may terminate this Agreement with any one of you, i.e. to refuse the further service.

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