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Website Terms of Use

Last Modified: March 15, 2018

1. **Acceptance of the Terms of Use.** These terms of use are entered into by and between You and Luxcore ("Company", "we", or "us"). The following terms and conditions (these "Terms of Use"), govern your access to and use of <https://luxcore.io/>, including any content, functionality, and services offered on or through <https://luxcore.io/> (as well as the Interactive Services, as defined below) (collectively, the "Website").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.luxcore.io/privacy-policy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 13 years of age or older. By using this Website, you represent and warrant that you meet all of the eligibility requirements set forth in these Terms of Use. If you do not meet all of these requirements, you must not access or use the Website.

PLEASE ALSO NOTE THAT THESE TERMS OF USE ARE IN ADDITION TO ANY OTHER AGREEMENTS BETWEEN YOU AND US, INCLUDING ANY OTHER AGREEMENTS THAT GOVERN YOUR USE OF PRODUCTS, SERVICES, CONTENT, TOOLS, AND INFORMATION AVAILABLE ON THE WEBSITE. THESE TERMS OF USE DO NOT ALTER IN ANY WAY THE TERMS OR CONDITIONS OF ANY OTHER AGREEMENT YOU MAY HAVE WITH US, OUR SUBSIDIARIES OR OUR AFFILIATES, FOR PRODUCTS, SERVICES OR OTHERWISE.

2. **Changes to the Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

3. **Accessing the Website and Account Security.** We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.



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You are responsible for:

- Making all arrangements necessary for you to have access to the Website, including providing, maintaining, and ensuring the compatibility of all hardware, software, electrical, and other physical requirements necessary for your access to and use of the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.
- Complying with all applicable laws, statutes, ordinances, regulations, contracts, and applicable licenses regarding your use of the Website.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our *Privacy Policy* <https://www.luxcore.io/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. **Intellectual Property Rights.** The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.



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These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, digital wallet, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by any applicable end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of, or create derivative works from, any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.



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5. **Trademarks.** The Company name, the terms Luxcore and Luxcoin, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks (including any use of our trademarks as metatags on other sites) without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of the Company or its licensors and may not be copied, distributed, imitated, posted, framed-in, or used, in whole or in part, without our prior written permission.

6. **Prohibited Uses.** You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.



FIRST OF ITS KIND

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- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website and/or any other data gathering or extracting in connection with your use of the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

7. **User Contributions.** The Website may contain or refer to message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, Telegram channels, Facebook groups/pages, Github repositories, YouTube channels, Reddit groups, Discord groups, Bitcointalk.org discussions, Steemit or Medium post, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, but excluding Feedback, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the perpetual, worldwide, royalty-free, transferable right to use, reproduce, modify, perform, adapt, publish, translate, display, distribute, sell, sublicense, otherwise disclose to third parties and create derivative works from and compilations incorporating any such material for any purpose.

You represent and warrant that:



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- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

You hereby transfer and assign to us any and all rights you may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information you voluntarily submit or provide to us relating to the form, format, look, feel, operations and functions of the Website (“**Feedback**”). You hereby waive any claim that any use by us or our licensees of any Feedback violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, or rights to credit for the material or ideas set forth therein.

8. **Monitoring and Enforcement; Termination.** We have the right to:

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.



FIRST OF ITS KIND

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You agree that (a) if your authorization to access the Website is terminated, you will not thereafter access, attempt to access, or use the Website and (b) if your authorization to access the Website is suspended, you will not thereafter access, attempt to access, or use the Website until we expressly notify you that your suspension is removed. All provisions of these Terms of Use shall survive suspension or termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website, and you agree that we may, at our sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and User Contributions in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any content violates the rights of third parties, including intellectual property rights; (c) enforce these Terms of Use and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of us, our users, or the public. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSORS, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. **Content Standards.** These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:
- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.



FIRST OF ITS KIND

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- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
 - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <https://www.luxcore.io/privacy-policy>.
 - Be likely to deceive any person.
 - Promote any illegal activity, or advocate, promote, or assist any unlawful act.
 - Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
 - Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
 - Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
 - Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
10. **Reliance on Information Posted.** The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk and should not be viewed in any way as investment advice. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.



FIRST OF ITS KIND

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11. **Changes to the Website.** We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
12. **Information About You and Your Visits to the Website.** All information we collect on this Website is subject to our Privacy Policy <https://www.luxcore.io/privacy-policy>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
13. **Use of Luxcoin, Luxcoin Wallet and Other Terms and Conditions.** We will not be responsible for any losses, damages or claims arising the following:
 - Mistakes made by the user of any Luxcoin related software or service (i.e. forgotten/misplaced passwords, coins or payments sent to wrong/inaccurate Luxcoin addresses, and accidental deletion or loss of wallets).
 - Software problems of the Website and/or any Luxcoin-related software or service (e.g. corrupted wallet files, improperly constructed transactions, unsafe cryptographic libraries, malware affecting the Website and/or any Luxcoin-related software or service, etc.). All software, including wallets, is experimental in nature and come with no warranty. You may download and use them at your own risk and We take no responsibility for the technical functionalities or the lack thereof.
 - Technical failures in the hardware of the user of any Luxcoin-related software or service (i.e. data loss due to a faulty or damaged storage device).
 - Security problems experienced by the user of any Luxcoin-related software or service (e.g. unauthorized access to users' wallets and/or accounts).
 - Actions or inactions of third parties and/or events experienced by third parties (e.g. bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties).

To the extent you receive information from the Company or other users with respect to any investment activity on the Website, you may not further disclose or otherwise provide such information to another party in any way that allows a personal identification of such user.

14. **Investment risks.** Acquiring any virtual currency can lead to financial losses over short or even long periods. Those using, purchasing and/or selling the virtual coin should expect prices to have large range fluctuations. The information published on the Website or Interactive Services do not in any way guarantee that the acquisition or disposition of the virtual coin will yield any monetary gains or losses.



FIRST OF ITS KIND

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The Company is not a broker-dealer and is not providing, and none of the information on the Website should be interpreted as, a recommendation, solicitation or offer buy or sell any virtual coin or provide any investment advice or service.

Understanding virtual currency requires advanced technical knowledge. The technology behind virtual currency is novel and relatively untested. Virtual currency is often described in exceedingly technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks.

You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction or the underlying virtual currency.

You are responsible for complying with applicable law. You agree that the Company is not responsible for determining whether or which laws or regulations may apply to your transactions, including tax law.

15. **Compliance with tax obligations.** You are solely responsible to determine what, if any, taxes may or may not apply to any virtual currency transactions. We are not responsible for determining the taxes that apply to virtual currency transactions, nor will we provide any tax advice or counseling. You are solely responsible for any and all tax liability stemming from your use of the any of the products and/or services set forth on the website. Nothing on the Website should be construed as legal, tax, or investment advice. We recommend that you consult with your own attorney and financial advisor in determining whether to engage in any transaction.
16. **The Website and Social Media Platforms does not store, send, or receive Virtual Coin.** The Website does not store, send or receive any virtual currency. This is because these coins exist only by virtue of the ownership record maintained in the virtual currency's public source blockchain network. Any transfer of title in virtual currency occurs within the currency's decentralized network, and not on the Website or Interactive Services.
17. **Linking to the Website and Social Media Features.** You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.



FIRST OF ITS KIND

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- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

18. **Links from the Website.** If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
19. **Geographic Restrictions.** We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. The information and services provided on the Website are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where the Company is not authorized to provide such



FIRST OF ITS KIND

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information or services. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. **Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.



FIRST OF ITS KIND

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. **Limitation on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. **Indemnification.** You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and the cost of enforcing the right to indemnification hereunder) arising out of or relating to any violation by you or any third person using your account of these Terms of Use or the use by you or any third person using your account of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, your use of any information obtained from the Website or any infringement by you of any intellectual property or other right of any person or entity. The Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.
23. **Governing Law and Jurisdiction.** All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).
24. **Arbitration.** At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their



FIRST OF ITS KIND

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interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in the State of Missouri under the Rules of Arbitration of the American Arbitration Association, applying Missouri law.

25. **Waiver and Severability.** No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

26. **Entire Agreement and Assignment.** The Terms of Use and, <https://www.luxcore.io/privacy-policy> constitute the sole and entire agreement between you and Luxcore regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. The Terms of Use shall not be assignable by you, either in whole or in part, and any attempted assignment in violation of this provision shall be void. The Company reserves the right to assign all or any portion of its rights and obligations under the Terms of Use.