

Welcome to Legolas Exchange website.

## **LEGOLAS.EXCHANGE**

### **TERMS OF USE**

The website [legolas.exchange](https://legolas.exchange) (hereinafter: the "Website") is owned and operated by the company Legolas Exchange SAS, 5 Avenue Daumesnil, 94160 Saint Mandé, France (hereinafter "Legolas Exchange").

The Website is available directly on Internet at [legolas.exchange](https://legolas.exchange) and may also be available through other addresses or channels.

#### **1. Description of the Website**

The Website aims to present Legolas Exchange, the Legolas Exchange project, Legolas Exchange team, Legolas Exchange whitepaper, as well as to allow the LGO Token Sale.

#### **2. Acceptance of the Terms**

The following Terms of Use (hereinafter: the "Terms") set out the legal terms and conditions on which Legolas Exchange allows you to access and use the Website. By accessing, browsing or otherwise using the Website, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with all applicable laws and regulations. You warrant that you have the legal capacity to enter into these Terms. If you do not agree with these Terms, you shall immediately refrain from accessing and/or using the Website.

Legolas Exchange reserves the right to make any changes to these Terms, at its sole discretion. Your continued use of the Website after any such changes, with or without having explicitly accepted the new Terms, shall constitute your consent to such changes. If you do not agree to such changes, you have no right to obtain information or access to the Website and must immediately cease use of it. You are responsible for verifying regularly these Terms in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

#### **3. Privacy**

By using the Website, you agree that Legolas Exchange may collect, process and use personal data about you according to the Privacy Policy, the terms of which are incorporated by reference into these Terms.

#### **4. Use of the Website**

Legolas Exchange grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable worldwide license to use the Website and its content for your personal, non-commercial use, and to display the content of the Website exclusively on your computer screen or on other devices (such as smartphones or tablets), subject to your compliance with these Terms and our policies. All other uses are prohibited without Legolas Exchange's prior written consent.

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## **5. Acceptable use**

By accessing or using the Website, you agree that you will not: (a) access or use the Website in any manner that could interfere with, disrupt, negatively affect or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content; (b) damage, disable, overburden or impair the functionality of the Website in any manner; (c) access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other terms or policies provided in connection with the Website; (d) modify, adapt, hack or emulate the Website; (e) use any robot, spider, crawler, scraper or other automated means or interface not provided or authorized by us to access the Website or to extract data or information from the Website; (f) circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or third parties; and (g) infringe upon or violate the rights of Legolas Exchange, our users or any third party.

You are entitled to use the Website only in conformity with the laws of your country of residence and of the country from which you access this Website. You may solely make a legal use of this website and any illegal or inappropriate use of the Website is banned.

In particular, you agree not to do any of the following in connection with your use of the Website:

1. a) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes on or through the Website;
2. b) upload, post, transmit, distribute or otherwise make available on or through the Website any material that contains software viruses or any other computer code, files, Trojan horses or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the visitors or users of the Website or of Legolas Exchange;
3. c) copy, modify, or distribute rights or content from the Website, including photos or videos, in any way;
4. d) use any content or information of the Website to compete with Legolas Exchange;

5. e) commercialize any code (object or source code) or any information or software associated with or available on the Website;
6. f) upload, post, transmit, distribute, store or otherwise make publicly available on the Website any personal data of users or of any third party without the person's prior explicit consent;
7. g) use the Website in any way that, in the sole judgment of Legolas Exchange, is objectionable, illegal, inappropriate or which restricts or inhibits any other person from using the Website, or may harm or make liable Legolas Exchange or the users, including any pornographic, threatening, abusive or discriminatory content;
8. h) facilitate or assist another person to do any of the above acts.

## **6. Availability**

The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Website and content in certain territories and jurisdictions.

## **7. Network Costs**

You may be charged by your network provider for data services or any other third-party charges as may arise while using the Website and you accept responsibility for such charges. If you are not the bill payer, we will assume that you have received permission from the bill payer.

## **8. Intellectual Property Rights**

"Intellectual Property Rights" means copyrights, patents, registered design, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, registered or unregistered.

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## **9. DISCLAIMERS**

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IN ADDITION, LEGOLAS EXCHANGE DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OF THE WEBSITE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE OR

VIRUS-FREE, OR (B) ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED.

NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY LEGOLAS EXCHANGE WILL CREATE A WARRANTY. THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

#### **10. LIMITATIONS OF LIABILITY**

These Terms set out the full extent of our obligations and liabilities with respect to the Website.

TO THE MAXIMUM EXTENT POSSIBLE BY LAW, LEGOLAS EXCHANGE EXCLUDES ALL AND ANY WARRANTY, GUARANTY AND RESPONSIBILITY IN RELATION TO OR SUBSEQUENT TO THE WEBSITE AND ITS CONTENT. LEGOLAS EXCHANGE SHALL IN PARTICULAR NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME OR DATA, SUFFERED BY THE USER OR ANY OTHER PERSON, BY ACT OF LEGOLAS EXCHANGE OR OF A THIRD PARTY. THIS INCLUDES ANY MISUSE THAT WOULD BE MADE OF THE USER'S DATA OR OF THE USER CONTENT, ANY VIRUS OR OTHER FORMS OF MALWARE TRANSMITTED THROUGH THE WEBSITE OR THE SERVER, AS WELL AS ANY NON-COMPLIANCE OF USERS WITH THESE TERMS.

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THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME

STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LEGOLAS EXCHANGE ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE EXCEED ONE HUNDRED DOLLARS (\$100). YOU AGREE THAT ANY CLAIM FILED MORE THAN ONE (1) MONTH AFTER THE DISCOVERY OF THE ALLEGED LIABILITY OF LEGOLAS EXCHANGE SHALL BE TIME-BARRERD.

## **11. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Legolas Exchange and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, court and attorneys' fees) caused by, arising out of or related to (a) your use of, or inability to use, the Website; (b) your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by Legolas Exchange or a third party in relation to the Website, (c) your violation of any applicable law or any rights of any third party.

## **12. Assignment**

You may not transfer or assign any rights or obligations under these Terms without Legolas Exchange's prior written consent.

Legolas Exchange may transfer all of its rights and obligations under these Terms without your prior written consent. To the extent such a consent would nonetheless be required by imperative law, Legolas Exchange shall notify the user of the transfer of his rights or obligations by e-mail. The user shall be deemed to have accepted the announced transfer unless he expressly refuses it within two weeks as from the notification by e-mail. In case of such a refusal from the user, Legolas Exchange shall be entitled to terminate any agreement with the user that is subject to these Terms without notice.

## **13. Modifications**

Legolas Exchange reserves the right to change, suspend, remove, discontinue or disable access to the Website or particular portions thereof, at any time and without notice. In no event will Legolas Exchange be liable for the removal of or disabling of access to any portion or feature of the Website.

## **14. Termination**

Legolas Exchange may block, terminate or suspend your ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of Legolas Exchange, as well as close or interrupt the Website.

Legolas Exchange reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

## **15. Entire Agreement and Severability**

These Terms, the Privacy Policy and the applicable policies, subject to any amendments or modifications made by Legolas Exchange from time to time, shall constitute the entire agreement between you and Legolas Exchange with respect to the Website.

If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

#### **16. Governing Law and jurisdiction**

These Terms and your use of the Website, as well as all matters arising out or in relation to them (including non-contractual disputes or claims and their interpretation) shall be governed by the laws of France, to the exclusion of the rules on conflicts of laws.

Any claim or dispute regarding these Terms or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the Courts of Paris, France, subject to an appeal at the French Federal Court.

You agree that any dispute is personal to you and Legolas Exchange, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. You agree that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

#### **17. Confidentiality**

You shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

#### **18. Nonwaiver**

Any failure by Legolas Exchange to insist upon or enforce performance by you of any of the provisions of these Terms or of the Privacy Policy or to exercise any rights or remedies under these Terms, the Privacy Policy or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and remain in full force and effect.