

## Terms of Services of Superwine.io

### 1. General

These terms and conditions (“Terms”) govern the use of the Website (defined below) and the Services (defined below). These Terms also include any guidelines, announcements, additional terms, policies, and disclaimers made available or issued by us from time to time. These Terms constitute a binding and enforceable legal contract between Superwine NL B.V. and its affiliates (“Company”, “Superwine”, “we”, “us”) and you, an end user of the services (“you” or “User”) at <https://superwine.io/> (“Services”). By accessing, using or clicking on our website (and all related subdomains) or its mobile applications (“Website”) or accessing, using or attempting to use the Services, you agree that you have read, understood, and to are bound by these Terms and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Website or the Services. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

We may modify, suspend or discontinue the Website or the Services at any time and without notifying you. We may also change, update, add or remove the provisions of these Terms from time to time. Any and all modifications or changes to these Terms will become effective upon publication on our Website or release to Users. Therefore, your continued use of our Services is deemed your acceptance of the modified Terms and rules. If you do not agree to any changes to these Terms, please do not access or use the Website or the Services. We note that these Terms between you and us do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, our privacy policy, platform rules, guidelines and all other agreements entered into separately between you and us are deemed supplementary terms that are an integral part of these Terms and shall have the same legal effect. Your use of the Website or Services is deemed your acceptance of any supplementary terms too.

### 2. Eligibility

By accessing, using or clicking on our Website and using or attempting to use our Services, you represent and warrant that:

(a) as an individual, legal person, or other organization, you have full legal capacity and authority to agree and bind yourself to these Terms;

(b) you are at least 18 or are of legal age to form a binding contract under applicable laws;

(c) your use of the Services is not prohibited by applicable law, and at all times compliant with applicable law, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing (“CTF”);

(d) you have not been previously suspended or removed from using our Services;

(e) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity;

and (f) you are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your user account.

### **3. Identity Verification**

We and our affiliates may, but are not obligated to, collect and verify information about you in order to keep appropriate record of our users, protect us and the community from fraudulent users, and identify traces of money laundering, terrorist financing, fraud and other financial crimes, or for other lawful purposes.

We may require you to provide or verify additional information before permitting you to access, use or click on our Website and/or use or attempt to use our use or access any Service. We may also suspend, restrict, or terminate your access to our Website or any or all of the Services in the following circumstances: (a) if we reasonably suspect you of using our Website and Services in connection with any prohibited use or business; (b) your use of our Website or Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; or (c) you take any action that we deem as circumventing our controls, including, but not limited to, abusing promotions which we may offer from time to time.

In addition to providing any required information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed. You also authorize us to share your submitted information and documentation to third parties to verify the authenticity of such information. We may also conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud, and to take necessary action based on the results of such investigations. We will collect, use and share such information in accordance with our privacy policy.

If you provide any information to us, you must ensure that such information is true, complete, and timely updated when changed. If there are any grounds for believing that any of the information you provided is incorrect, false, outdated or incomplete, we reserve the right to send you a notice to demand correction, directly delete the relevant information, and as the case may be, terminate all or part of the Services we provide for you. You shall be fully liable for any loss or expense caused to us during your use of the Services. You hereby acknowledge and agree that you have the obligation to keep all the information accurate, update and correct at all times. We reserve the right to confiscate any and all funds that are found to be in violation of relevant and applicable AML or CFT laws and regulations, and to cooperate with the competent authorities when and if necessary.

#### **4. Restrictions**

You shall not access, use or click on our Website and/or use or attempt to use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may NOT:

- (a) use our Website or use the Services in any dishonest or unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms;
- (b) violate applicable laws or regulations in any manner;
- (c) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of Superwine;
- (d) use our Website or use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or computer code designed to adversely affect the operation of any computer software or hardware;
- (e) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy, monitor, replicate or bypass the Website or the Services;
- (f) make any back-up or archival copies of the Website or any part thereof, including disassembling or de-compilation of the Website;
- (g) violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using our Website and the Services;
- (h) use the Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);
- (i) attempt to access any part or function of the Website without authorization, or connect to the Website or Services or any Company servers or any other systems or

networks of any the Services provided through the services by hacking, password mining or any other unlawful or prohibited means;

(j) probe, scan or test the vulnerabilities of the Website or Services or any network connected to the properties, or violate any security or authentication measures on the Website or Services or any network connected thereto;

(k) reverse look-up, track or seek to track any information of any other Users or visitors of the Website or Services;

(l) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Website or Services, or the infrastructure of any systems or networks connected to the Website or Services;

(m) use any devices, software or routine programs to interfere with the normal operation of any transactions of the Website or Services, or any other person's use of the Website or Services;

or(n) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to SUPERWINE.IO or the Website.

By accessing the Services, you agree that we have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice.

## 5. **Termination**

Superwine.io may terminate, suspend, or modify your access to Website and/or the Services, or any portion thereof, immediately and at any point, at its sole discretion. Superwine.io will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services. Upon termination of your access to the Services, these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

## 6. **Intellectual Property**

All present and future copyright, title, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of

intellectual property rights that exist in or in relation to the use and access of the Website and the Services are owned by or otherwise licensed to Superwine. Subject to your compliance with these Terms, we grant you a non-exclusive, non-sub license, and any limited license to merely use or access the Website and the Services in the permitted hereunder.

Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any other third party's intellectual rights.

If and to the extent that any such intellectual property rights are vested in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

You agree and acknowledge that all content on the Website must not be copied or reproduced, modified, redistributed, used, created for derivative works, or otherwise dealt with for any other reason without being granted a written consent from us.

Third parties participating on the Website may permit us to utilize trademarks, copyrighted material, and other intellectual property associated with their businesses. We will not warrant or represent that the content of the Website does not infringe the rights of any third party.

## **7. Independent Parties**

SUPERWINE.IO is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership or franchise between the parties.

## **8. Indemnification**

You agree to indemnify and hold harmless Superwine.io and its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors from and against any potential or actual claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to:

(a) your use of, or conduct in connection with, the Website or Services;  
(b) your breach or our enforcement of these Terms;  
or(c) your violation of any applicable law, regulation, or rights of any third party during your use of the Website or Services.

If you are obligated to indemnify Superwine.io and its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors pursuant to these Terms, Superwine.io will have the right, in its sole discretion, to control any action or proceeding and to determine whether Superwine.io wishes to settle, and if so, on what terms.

Your obligations under this indemnification provision will continue even after these Terms have expired or been terminated.

## **9. Confidentiality**

You acknowledge that the Services contain Superwine's and its affiliates' trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person any confidential information of the Services or the Website. You agree to use a reasonable degree of care to protect the confidentiality of the Services. You will not remove or alter any of Superwine's or its affiliates' proprietary notices. Your obligations under this provision will continue even after these Terms have expired or been terminated.

## **10. Anti-Money Laundering**

Superwine.io expressly prohibits and rejects the use of the Website or the Services for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations. By using the Website or the Services, you represent that you are not involved in any such activity.

The Token Issuer will not sell any Elixir (ELXR) Tokens where potential buyers are citizens or residents of restricted jurisdictions as determined by the Token Issuer. The following Jurisdictions are defined as prohibited countries according to Issuers AML framework in general:

Afghanistan, Angola, Bahamas, Barbados, Bangladesh, Bosnia and Herzegovina, Botswana, Burkina Faso, BVI, Cambodia, Cayman Islands, China, Colombia, Cook Islands, Crimea Region, Cuba, Ecuador, Eritrea, Ethiopia, Ghana, Guyana, Iran, Iraq, Jamaica, Kenya, Kosovo, Laos, Lebanon, Libya, Mauritius, Montserrat, Morocco, Myanmar (Burma), Nauru, Nicaragua, North Korea, Pakistan, Palestinian Territory and

Gaza Strip, Panama, Papua New Guinea, Samoa, Sao Tome and Principe, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tonga, Trinidad and Tobago, Tunisia, Uganda, Vanuatu, Venezuela, Yemen, and Zimbabwe.

The Token Issuer has the right to amend the lists of non-restricted countries at any time and at its sole discretion. Depending on the Token Recipient's country of residence, the legal assessment of the Elixir (ELXR)Token may be changed fundamentally upon respective amendments of domestic legislation. It is up to the Token Holder to keep track of such changes. The Token Issuer is not liable for any changes in the legal assessment of the Token arising from any developments in domestic legislations within the countries of the above-mentioned list.

The Token Recipient shall not participate in the Token Offering if there are applicable legal restrictions in his country of residence or domicile. It is his/her sole responsibility to ensure that the participation in the Token Offering is not prohibited under the applicable legal restrictions in his country of residence or domicile.

## **11. Force Majeure**

SUPERWINE.IO shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its Services and business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

## **12. Jurisdiction and Governing Law**

The parties shall attempt in good faith to mutually resolve any and all disputes, whether of law or fact, and of any nature whatsoever arising from or with respect to these Terms. These Terms and any dispute or claim arising out of or in connection with the Services or the Website shall be governed by, and construed in accordance with, the laws of the Netherlands.

Any dispute that is not resolved after good faith negotiations may be referred by either party for final, binding resolution by arbitration under the arbitration rules of the Permanent Court of Arbitration ("at The Hague, the Netherlands") under the Permanent Court of Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Dutch law. The seat of arbitration shall be in The Hague, the Netherlands. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English.

The European Commission's platform for online dispute resolution (OS) for private individuals can be used under the following link: <https://ec.europa.eu/consumers/odr/>. The platform operator is not willing and not obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Any Dispute arising out of or related to these Terms is personal to you and us 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.

### **13. Severability**

If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect.

If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

### **14. Notices**

All notices, requests, demands, and determinations for us under these Terms (other than routine operational communications) shall be sent to [info@superwine.io](mailto:info@superwine.io).

### **15. Assignment**

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from Superwine, including any right or obligation related to the enforcement of laws or the change of control. Superwine.io may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or



approval.

## **16. Third Party Rights**

No third party shall have any rights to enforce any terms contained herein.

## **17. Third Party Website Disclaimer**

Any links to third party websites from our Services does not imply endorsement by us of any product, service, information or disclaimer presented therein, nor do we guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, we will not be liable for such loss. In addition, since we have no control over the terms of use or privacy policies of third-party websites, you should carefully read and understand those policies.

## **18. Final provisions**

(1) The user agreement is not transferable to other persons or companies without the consent of the platform operator. The platform operator will not unreasonably withhold consent. (2) The user can download and save the current version of these GTC via <https://> . (3) The law of the Netherlands shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, as long as there are no mandatory legal provisions to the contrary. (4) Contract language is English. (4) If the User is a merchant and has its registered office in Zuidplein 116, Tower One, 1077XV Amsterdam at the time of the order, the exclusive place of jurisdiction is the registered office of the platform operator. Otherwise, the applicable statutory provisions shall apply to the local and international jurisdiction. (6) Should individual provisions of these GTC be or become invalid, unenforceable or unenforceable in whole or in part, this shall not affect the validity, enforceability and enforceability of the remaining provisions of these GTC. The invalid, illegal, unenforceable and/or unenforceable provision shall be deemed to be replaced by such valid, legal and enforceable provision which corresponds as far as possible to the spirit and economic purpose of these GTC and the original intention of the parties. (7) The European Commission's platform for online dispute resolution (OS) for private individuals can be used under the following link: <https://ec.europa.eu/consumers/odr/>. The platform operator is not willing and not obliged to participate in a dispute resolution procedure before a consumer arbitration board.

**The following legal disclaimer is an integral part of the Superwine.io terms and conditions, which the user has read (including the Whitepaper's content and legal notice, accessible via the following link: ), understood, and accepted as binding upon him/her by accessing and using the site.**

## **SUPERWINE.IO PLATFORM'S LEGAL DISCLAIMER**

1. By accepting these TERMS AND CONDITIONS OF USE, you agree that the Operator may provide you with this information on another durable medium, rather than on paper.
2. The Operator provides a service to the Customer on the ELXR PRE-SALE platform (hereinafter referred to as the **Superwine.io platform or the Website**) operated by the Operator. The Operator provides a service through the Website (hereinafter referred to as the **Service**), in connection with which you have the opportunity to use the Service.
3. The Operator sets out in these TERMS OF USE the terms and conditions of the contract for the Service between the persons using **the Superwine.io platform** or using the Service (hereinafter referred to as the **Customer or Customers**; Operator and Customer or Customers together hereinafter referred to as the **Parties**), as well as the rights and obligations arising between the Parties.
4. The Customer acknowledges that due to the characteristics of the internet, the continuous operation of the **Superwine.io platform** may be interrupted despite the Operator's prior knowledge and intention. Accordingly, the Operator does not guarantee the fault-free and uninterrupted operation of the Service and the related website, or that access to the Service will be uninterrupted or error-free. The Service means the service available on the Website.
5. The Operator shall be liable only for damage caused by intentional or grossly negligent errors for which it is responsible. The amount of liability shall not exceed the total value of the transaction or transactions involving the use of the service.

6. The Customer acknowledges that the Operator shall not be liable for any damage or misuse that may occur during or as a result of payment by credit card, crypto wallet.
7. The Operator shall exercise the utmost care in the processing and storage of personal data. However, the Internet and information technology is an environment in which the Operator shall not be liable for any damage caused by indefensible attacks despite the utmost care.
8. The Operator shall not be liable for any damage caused by the Customer or by the contractual or unlawful acts or omissions of third parties.

**9. Statements:**

**BY MAKING USE OF OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF ENCRYPTED OR DIGITAL TOKENS OR CRYPTOCURRENCIES WITH A CERTAIN VALUE THAT ARE BASED ON BLOCKCHAIN AND CRYPTOGRAPHY TECHNOLOGIES AND ARE ISSUED AND MANAGED IN A DECENTRALIZED FORM ("DIGITAL CURRENCIES"); (B) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (C) SUPERWINE.IO SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES. AS WITH ANY ASSET, THE VALUES OF DIGITAL CURRENCIES ARE VOLATILE AND MAY FLUCTUATE SIGNIFICANTLY AND THERE IS A SUBSTANTIAL RISK OF ECONOMIC LOSS WHEN PURCHASING, HOLDING OR INVESTING IN DIGITAL CURRENCIES.**

OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SUPERWINE.IO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, INCLUDING MOBILE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE AND WILL NOT BE LIABLE FOR ANY LOSSES RELATING THERETO.**

**SUPERWINE.IO DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, THE SERVICES OR ANY MATERIALS OF SUPERWINE.IO ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NONE OF SUPERWINE.IO OR ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, INTANGIBLE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO:**

- (a) ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF SUPERWINE.IO OR ITS AFFILIATES;
- (b) ANY AUTHORIZED OR UNAUTHORIZED USE OF THE WEBSITE OR SERVICES, OR IN CONNECTION WITH THIS AGREEMENT;
- (c) ANY INACCURACY, DEFECT OR OMISSION OF ANY DATA OR INFORMATION ON THE WEBSITE;
- (d) ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA;
- (e) ANY DAMAGES INCURRED BY ANY ACTIONS, OMISSIONS OR VIOLATIONS OF THESE TERMS BY ANY THIRD PARTIES; OR
- (f) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY SUPERWINE.

EVEN IF SUPERWINE.IO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, ACTUAL FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW OR EXCEPT IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS PROVISION WILL SURVIVE THE TERMINATION OF THESE TERMS.WE MAKE NO WARRANTY AS TO THE MERIT, LEGALITY OR JURIDICAL NATURE OF ANY TOKEN SOLD ON OUR PLATFORM (INCLUDING WHETHER OR NOT IT IS CONSIDERED A SECURITY OR FINANCIAL INSTRUMENT UNDER ANY APPLICABLE SECURITIES LAWS).

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE/PLATFORM AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. NEITHER THE OPERATOR, NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES, NOR ANY OF THEIR**

EMPLOYEES, AGENTS, MERCHANTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT YOUR USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, SECURE, VIRUS-FREE OR ERROR-FREE, AND MAKE NO WARRANTY AS TO (A) THE RESULTS TO BE OBTAINED FROM THE USE OF THE **SUPERWINE.IO PLATFORM** OR THE SERVICES, OR (B) THE ACCURACY, COMPLETENESS OR RELIABILITY OF (I) THE CONTENT ON THE WEBSITE, (II) THE DESCRIPTIONS OF THE OPERATOR'S SERVICES AND/OR PRODUCTS, OR (III) THE USER CONTENT PROVIDED THROUGH THE WEBSITE. THE WEBSITE AND ALL CONTENT, USER CONTENT AND OTHER INFORMATION ON THE WEBSITE ARE MADE AVAILABLE OR ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF THE WEBSITE AND THE SERVICES OR THE CONTENT, USER CONTENT OR OTHER INFORMATION CONTAINED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED BY COURSE OF DEALING OR USAGE OF TRADE. THIS EXCLUSION OF WARRANTY SHALL NOT APPLY TO LIABILITY FOR DAMAGES FOR INTENTIONAL BREACH OF CONTRACT OR FOR BREACH OF CONTRACT INJURIOUS TO LIFE, LIMB OR HEALTH.

#### **10. Restrictions:**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE OPERATOR, ITS SUBSIDIARIES OR AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, VENDORS, PARTNERS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR PUNITIVE DAMAGES FOR ANY LOST PROFITS OR LOST BUSINESS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH OR ARISING OUT OF: (A) YOUR USE OF THE WEBSITE, THE SERVICES, THE CONTENT, ANY USER CONTENT, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL DATA, AND ANY OTHER INFORMATION, WHETHER CONTAINED ON THE WEBSITE OR SUBMITTED BY YOU TO THE WEBSITE; (B) YOUR INABILITY TO USE THE WEBSITE OR THE SERVICES ; (C) YOUR ALTERATION OR REMOVAL OF ANY CONTENT SUBMITTED TO THE WEBSITE; OR (D) ANY IMPROPER USE OF ANY INFORMATION SUBMITTED TO THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL DATA. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL BREACH OF CONTRACT OR FOR BREACH OF CONTRACT INJURIOUS TO LIFE, LIMB OR HEALTH.

## **11. Staying in touch:**

When you use the **Superwine.io platform** or send emails to the CONTRACTOR, you are engaging in electronic communications and you consent to receive electronic messages related to your use of the **ELXR platform**. By doing so, you agree that we may communicate with you via e-mail or notices posted on the Website. You agree that all agreements, notices, disclosures and other communications that you receive electronically will comply with any legal requirement that such communications be in writing. Notices from us will be deemed to be delivered and effective when sent to the email address ([info@superwine.io](mailto:info@superwine.io)) provided on the Platform.

## **12. Vis maior:**

The CONTRACTOR shall be exempted from performance under these TERMS OF SERVICE if the performance of the CONTRACTOR or a user is prevented or delayed in whole or in part due to an event or series of events caused by or resulting from: (a) weather conditions or other natural elements or acts of God; (b) acts of war, acts of terrorism, insurrection, rebellion, riot, civil commotion or insurrection; (c) epidemics or pandemics (including pandemic COVID-19); (d) quarantine or embargo; (e) work stoppage; (f) failure or interruption of major computer hardware or networks or software failure; or (g) other causes beyond the reasonable control of the CONTRACTOR or the user. You may not assign these TERMS AND CONDITIONS OF USE or any rights, benefits or obligations arising under them, by operation of law or otherwise, without the express written consent of the CLIENT. Any attempted assignment that does not comply with these TERMS OF USE is void. The CONTRACTOR shall have the right to assign these TERMS AND CONDITIONS OF ASSIGNMENT and its rights under this Agreement. The CONTRACTOR may assign the whole or any part of these TERMS AND CONDITIONS OF USE and any further rights (regardless of their legal basis) against you to any third party in its sole discretion.

In addition to these Terms of Use, the "white paper", which contains additional legal disclaimers in relation to the services available on the Superwine.io platform, shall prevail and be binding.