

TERMS AND CONDITIONS RELATING TO LMWR TOKEN SALE

Please read these Terms and Conditions (“**T&Cs**”) carefully. By making a contribution to the Company (as defined below) for the purchase of LMWR tokens (“**LMWR**”) during the Token Sale (as defined below), you will be bound by these T&Cs and all terms incorporated herein by reference.

By accepting these T&Cs, you will be entering into a binding agreement with the Company. These T&Cs contain provisions which affect your legal rights. If you do not agree to these T&Cs, do not make a contribution for the purchase of LMWR.

PARTIES TO THESE T&Cs

LMWR Technology OÜ is a company incorporated and registered in Estonia with registration number 16454789, with registered address at Pärnu mnt 15 // Tatari tn 2, 10141 Tallinn (the “**Company**”, “**we**”, “**our**” or “**us**”), and will be the creator of its own proprietary token known as LMWR under these T&Cs.

LimeWire GmbH is a company incorporated and registered in Austria with registration number FN 569663s, with registered address at Salzgries 19/3+4, A-1010 Vienna (“**LimeWire**”), and is the developer of the platform where the LMWR tokens created under these T&Cs will be used.

There may be other entities within the group of companies from time to time to which the Company belongs (“**LimeWire Group**”) that will develop, manage and/or operate the LimeWire Platform (as defined below) (or any parts thereof).

References in these T&Cs to “**Contributor**”, “**you**” or “**your**” are to the person/entity who accepts these T&Cs and agrees to and makes a contribution to the Company as set out in and on the terms of these T&Cs.

You, personally, and the Company are together referred to as the “**Parties**” and references to a “**Party**” are to the relevant one of them as the context requires.

If you have any questions relating to these T&Cs, please contact us at legal@limewire.com.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. LimeWire Platform

1.1 LimeWire has developed:

- a) a membership platform, *LimeWire*, that enables creators, artists and brands to create gated, membership-based communities, allowing them to connect with their fans and followers. The platform allows content creators to build communities centred around a members-only content-feed that enables them to distribute exclusive video, audio, photo and text-based content to their community of subscribers (“**LimeWire Subscriptions**”); and

- b) an entertainment ecosystem with multiple products and services;

(together, “**LimeWire Platform**”).

1.2 For a more detailed description of the LimeWire Platform and the utility of LMWR on the LimeWire Platform, please refer to:

- a) the LimeWire website at <https://limewire.com/> (“**LimeWire Website**”);
- b) the LMWR website at <https://lmwr.com/> (“**LMWR Website**”); and
- c) the LimeWire Whitepaper, as may be amended from time to time, can be found at <https://lmwr.com/> (“**LimeWire Whitepaper**”);

(together, “**Project Documentation**”).

1.3 Except as otherwise agreed in these T&Cs, the information contained in the Project Documentation is of descriptive nature only, is not binding on the Company and does not form part of these T&Cs.

2. Scope of T&Cs

2.1 Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to the Company for the purchase of LMWR during the Token Sale (as defined in clause 3 below).

2.2 Any potential future use of LMWR in connection with the provision or receipt of services on the LimeWire Platform will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the LimeWire Platform (the “**Platform Terms**”). The Platform Terms are available in the footer of the LimeWire Website under the *Terms and Conditions* section.

3. **Token Sale**

3.1 You may make contributions during the public sale of LMWR (the “**Token Sale**”) as described in these T&C.

3.2 The total number of LMWR available for purchase during the Token Sale is 45,000,000 tokens.

3.3 The Token Sale commences on May 2nd 2023 at 12pm UTC and ends on satisfaction of one of the following conditions (whichever is the earlier):

- a) 45,000,000 LMWR (or any other quantity of LMWR as may be determined by the Company at its sole discretion) are purchased after the start of the Token Sale; or
- b) May 15th 2023 at 11:59pm UTC.

4. **LMWR price**

4.1 During the Token Sale, the price payable by Contributors per one LMWR is:

- (i) USD 0.20 and, in this case, the LMWR purchased will be subject to a six-month lockup period, following which the LMWR purchased by the Contributor will be released in a linear fashion over a period of 6 months (*i.e.*, 1/6 of the LMWR will become tradable each month during such six-month period); and
- (ii) USD 0.30 and, in this case, the LMWR purchased will not be subject to any lockup or release limitations, *i.e.*, it will become tradeable from the time it is activated by the Company in accordance with the provisions set out in clause 9.1.

4.2 The price per LMWR is payable in USDC, USDT, Ether (“**ETH**”), Bitcoin (“**BTC**”) or Binance Coin (“**BNB**”) at the applicable USDC, USDT, ETH, BTC, BNB price determined by the Company and specified on the LMWR Website within the 24-hour period before the commencement of the Token Sale.

5. **Unsold LMWR**

In the event that not all LMWR available for purchase are sold in the Token Sale, the unsold LMWR will either be (i) burned and/or (ii) used for marketing purposes, *e.g.*, to reward community members, acquire new users or incentivize other communities, the relevant decision is made in the sole discretion of the Company. In the event that the Company decides to burn the unsold LMWR, the total number of LMWR will be reduced accordingly.

6. **Right to request information**

6.1 Before you are able to make a contribution to the Company or at any time after making a contribution, we may (in our sole and absolute discretion):

- a) request you to provide certain information and documentation for the purposes of satisfying any “know your customer” (“**KYC**”) or similar obligations as determined by the Company; and
- b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issue of LMWR to you.

6.2 You agree that you will, promptly upon the Company’s request, supply such information and documentation as may be reasonably requested by us pursuant to clause 6.1 in order for us to:

- a) carry out, to our satisfaction, all KYC and other similar checks as determined by the Company; and
- b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issue of LMWR to you as contemplated by these T&Cs.

6.3 You acknowledge and accept that we:

- a) may, in our absolute discretion and without providing reasons, refuse or reject any contributions for the purchase of LMWR; and
- b) are not required to create or issue LMWR to you,

unless and until you provide all information and documentation that we may request under this clause 6 and we have determined, in our absolute discretion, that it is permissible to create and issue LMWR to you under applicable law.

7. Method of contribution

7.1 You must contribute to the Company during the Token Sale in the manner described in this clause 7.

7.2 **Contributions to be made in USDC, USDT, ETH, BTC and BNB must be sent from your wallet used for registration on the website <https://token.lmwr.com/> in respect of which you can identify your private key. The wallet you contribute from must be the wallet address associated with your KYC'd account.** Your private key will be required to verify your ETH contribution to the Company and to enable the Company to issue LMWR to you through the Smart Contract System (as further described in clause 8). USDC, USDT, ETH, BTC and BNB contributions must be sent to the Company's respective wallet address specified on the website <https://token.lmwr.com/>. You must have enough funds in your wallet for the payment, gas and transaction fee prior to participating in the Token Sale.

7.3 Contributions must be sent to the Company's wallet addresses, as described in clause 7.2. To the extent that any third-party website, service or smart-contract offers to receive contributions and issues LMWR or facilitates the allocation or transfer of LMWR in any way during the Token Sale, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the LMWR Website, not authorised by the Company nor do they have any legal or commercial relationship in any way with the Company, the LimeWire Platform or LMWR.

7.4 Contributors that send contributions:

- a) in (i) any crypto-currency other than USDC, USDT, ETH, BTC or BNB; or (ii) a manner that does not otherwise conform with the methods of contribution described in these T&Cs; or
- b) to any third-party website, wallet address, bank account, service or smart contract that offers LMWR in the manner described in this clause 7;

risk losing their entire contribution. The Company will not be responsible or liable for recovering or returning any such contributions to the Contributor, nor will the Company be responsible or liable for any losses incurred by the Contributor in this respect.

8. Creation and issue of LMWR through the Smart Contract System

8.1 The Company has deployed a smart contract system (the "**Smart Contract System**") on the Ethereum blockchain for the purposes of creating LMWR and issuing such LMWR to the Contributor's Ethereum wallet. LMWR will be based on the ERC20 token standard and is intended to have the utility set out in the LimeWire Whitepaper.

8.2 The Company will keep a record of:

- a) all USDC, USDT, ETH, BTC and BNB contributions received by the Company's wallet;
- b) the time the contribution was received;
- c) the amount of the contribution; and

- d) the wallet address from which the contribution was sent (as the case may be), (“**Contribution Records**”).

8.3 **In order to receive LMWR, Contributors must have and must notify the Company in accordance with the procedures specified by the Company on the LMWR Website of the address of an Ethereum wallet that supports the ERC20 token standard.** In other words, the Contributor’s Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of LMWR, being tokens that are created based on the ERC20 token standard. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time acting in its sole and absolute discretion.

8.4 Following the conclusion of the Token Sale, the Company will undertake a contribution verification procedure by reference to the Contribution Records. Subject to clause 6, provided the Company is successfully able to verify your contribution, the Company will send instructions to the Smart Contract System to initiate the creation and issue of LMWR to the Ethereum wallet address which you send us notice of pursuant to clause 8.3.

8.5 Subject to compliance with clauses 6, 7 and 8 and the Company’s sole discretion, the Smart Contract System will distribute the applicable number of LMWR to the Ethereum wallet address notified to it under clause 8.3, upon confirmation by the Company of its receipt of the relevant contribution in accordance with these T&Cs. The distribution of LMWR occurs after the completion of the Token Sale and is at the Company’s sole and absolute discretion.

8.6 Without limiting the grounds upon which the Company may refuse to distribute tokens, if distribution of LMWR to you, or the holding of LMWR by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or the Company suspects this may be the case, then:

- a) the Company need not distribute any LMWR or return any contribution or its equivalent to you nor, in either case, to any other person or entity;
- b) the Company may request, require or facilitate steps to be taken to ensure the full return of any LMWR that you hold;
- c) the Company reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for the Company to meet its legal and regulatory obligations; and
- d) such actions will be irrespective of any contribution that has been made by you to the Company and/or any other third party, and the Company is not required to provide reasons.

8.7 On distribution, LMWR will be inactive (which means they are not transferable) and must be activated by the Company in order to be transferable to any third party in accordance with clause 9.

8.8 On receipt of your contribution, such contribution will immediately become the sole and exclusive property of the Company, which will be entitled to apply the contribution towards the operating expenses relating to the business of any entity within the LimeWire Group to which the Company belongs. The application of your contribution will be determined by us acting in our sole and absolute discretion and we are not under any obligation to inform you or otherwise verify how your contribution is used.

9. Transferability

9.1 Subject to any applicable lock-up and vesting periods and the Company’s sole discretion, activation of LMWR will be made on or around May 14th 2023, subject to completion of any verification measures undertaken by the Company and other relevant factors at the Company’s discretion.

9.2 LMWR that are purchased by you may be claimed by you only. LMWR are not transferable to any blockchain address prior to activation. Prior to activation of any LMWR, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), LMWR or any part or the whole of your rights, title or interest under these T&Cs, including your right to claim those LMWR, to any other person or entity, whether with or without consideration.

- All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognised by, nor binding on, the Company.
- 9.3 LMWR are transferable, after activation by the Company, subject to any applicable lock-up and vesting periods and other conditions set out in these T&Cs.
- 9.4 After activation, you may transfer to another wallet or address any LMWR which you lawfully hold. Such transfer will be deemed effective, and a transfer of any LMWR will only be effective, as at the time and date of the relevant transaction being included in a block on the Ethereum blockchain which has received such number of confirmations as the Company considers necessary for that transaction to be considered irreversible.
- 9.5 If you transfer LMWR to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that LMWR is further transferred (each, “**New Holder**”) are each deemed to be bound by these T&Cs as Contributors for the period of time they hold such LMWR, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of LMWR to them, expressly agrees to be bound by these T&Cs as a Contributor for the period of time they hold LMWR.
- 9.6 By transferring any LMWR you assign all your rights, title and interest under these T&Cs to the owner of the wallet or address to which you transfer that LMWR.
- 9.7 The owner of the wallet in which any LMWR is held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that LMWR for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Company nor any other person will be liable for so treating that person as absolute owner.
- 9.8 The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effect the transfer of any LMWR, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Ethereum blockchain in accordance with clause 9.4 above.
- 9.9 Notwithstanding any other provision in this clause 9, the Company reserves the right to treat as void any transfer of a LMWR which the Company reasonably believes to be unlawful for any reason.
- 9.10 Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of LMWR or any such market’s liquidity.
- 10. Refunds, refusals, suspension and termination of contributions**
- 10.1 You accept any contribution that may, as provided in these T&Cs, be returned will be less such gas (being an amount of USDC, USDT, ETH, BTC or BNB which is expended in the transfer of USDC, USDT, ETH, BTC or BNB as a transaction cost for using the Ethereum network), transaction fees, costs, charges or other expenses the Company has incurred or reasonably expects to incur (whether or not directly attributable to your contribution or such return). For the avoidance of doubt, no interest will accrue on the value of any contribution, including any contribution which is in fact returned. You acknowledge and agree that you are unlikely to receive an amount equivalent to your contribution by way of a refund and that such refunded amount may be significantly lower than the amount contributed by you, and it could be nil.
- 10.2 The Company reserves the right to refuse or reject any contributions made at any time in the Company’s sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavours to procure that the contribution is returned to the Contributor to the Ethereum wallet, or to the bank account from which the contribution was made (as the case may be), subject to clause 10.1. However, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.
- 10.3 Subject to clauses 10.1 and 10.2 and except to the extent required by applicable law, all contributions received by the Company under these T&Cs are final and Contributors will not be entitled to claim any refund or reimbursement of contributions from the Company.
- 10.4 At any time prior to satisfaction of the Completion Conditions, the Company may either

temporarily suspend or permanently end the Token Sale in whole or part, and with respect to all or certain persons, at any time if:

- a) any change occurs to the Ethereum network, which in the Company's opinion is likely to materially prejudice the success of the Token Sale or the development of the LimeWire Platform in any respect;
- b) any change occurs to any local, national or international regulatory, financial, political or economic conditions, which in the Company's opinion is likely to materially prejudice the success of the Token Sale or the LimeWire Platform in any respect;
- c) with or without reasons, LimeWire elects to cease the operation of the LimeWire Platform;
- d) the Token Sale or the Company is required by any applicable law or regulation to be licensed or approved or fundamentally restructured;
- e) the Company is notified by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction) in any jurisdiction that the Token Sale or LimeWire Platform is under investigation, or prohibited, banned or must cease, or the Company is otherwise required by law to end the Token Sale;
- f) the Token Sale is discontinued due to any force majeure event and the Company cannot reasonably expect the Token Sale to be resumed within 90 days;
- g) the Company considers there are security reasons for doing so; or
- h) with or without reasons, the Company elects to terminate the Token Sale.

10.5 Any suspension, abortion or end of the Token Sale will be deemed to commence from the moment that the Company publishes a notice to that effect on the LMWR Website.

10.6 During any period of suspension or in the event that the Token Sale is ended, the Smart Contract System will no longer be able to receive and accept contributions, create LMWR and/or issue LMWR to Contributors. Contributors who send us contributions (after we publish a notice that the Token Sale has been suspended, aborted or ended in accordance with clause 10.5) risk losing their entire contribution and we will not be responsible or liable for recovering or returning any such contributions to the Contributor nor will we be responsible or liable for any losses incurred by such contributors in this respect. Contributors are therefore strongly advised to check the LMWR Website before sending a contribution to the Smart Contract System.

11. Token utility

11.1 Ownership of LMWR carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the LimeWire Platform as may be made available from time to time (as further described in the LimeWire Whitepaper), and to the extent the LimeWire Platform is developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the LimeWire Platform will be subject to any restrictions and limitations set out in these T&Cs and/or the Platform Terms (as applicable).

11.2 You acknowledge and accept that LMWR do not represent or constitute:

- a) any ownership right or stake, share, equity, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, commodity, bond, warrant, certificate debt or hybrid instrument or any other financial instrument or investment entitling the holder to interest, dividends or any kind or return or carrying equivalent rights (including in respect of the Company, LimeWire or the LimeWire Platform);
- b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company, LimeWire and/or the LimeWire Platform;
- c) any form of currency, money, deposit or legal tender, whether fiat or otherwise, in any jurisdiction, nor do they constitute any substitute or representation of currency, money, deposit or legal tender (including electronic money); or

- d) right, title, interest or benefit whatsoever in whole or in part, in the LimeWire Platform, the Company, LimeWire or any assets related to them, except that LMWR may in future be used in connection with transaction on the LimeWire Platform, subject to these T&Cs and the terms and conditions of the LimeWire Platform.
- 11.3 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments of the types referred to in the sub-clauses of clause 11.2 do not apply to any contribution made under these T&Cs for the acquisition of LMWR or to your storage, sale and/or transfer of LMWR.
- 11.4 The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that LMWR will confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the LimeWire Platform.
- 11.5 You acknowledge and agree that:
- a) the intended services, features or attributes of the LimeWire Platform may change significantly or fundamentally between the opening of the Token Sale and the time (if any) at which LMWR may be used in connection with the LimeWire Platform;
 - b) you have no expectation of obtaining any governance rights over the LimeWire Platform or of influencing the development of the LimeWire Platform except as otherwise agreed in writing by the Company;
 - c) the number of LMWR required for any particular transaction in respect of the LimeWire Platform will be determined by the Company; and
 - d) there is no guarantee or assurance of the quality, nature or standard of the services, features and/or attributes (if any) that will be made available through the LimeWire Platform.

12. Contributor's representations and warranties

- 12.1 By participating in the Token Sale and sending a contribution to the Company, you hereby represent and warrant the matters set out in SCHEDULE 2 of these T&Cs.
- 12.2 You undertake and agree to notify the Company immediately if any of the representations and warranties set out in SCHEDULE 2 of these T&Cs becomes untrue, incomplete, invalid or misleading in any respect.
- 12.3 If you cannot make all of the representations and warranties set out in SCHEDULE 2 of these T&Cs, you must not seek to purchase or hold LMWR or make a contribution. Any LMWR distributed to you or held by you in violation of this clause are deemed void and will not be recognised by nor be binding on the Company.
- 12.4 The Company reserves the rights to deny and invalidate contributions made by, and/or withhold the distribution of LMWR from, any Contributor who has made a false, incomplete or misleading representation, in the opinion of the Company or which may, in the Company's view, otherwise breach applicable law.

13. Risks

- 13.1 You acknowledge and agree that sending a contribution to the Company, the creation and issue of LMWR and the deployment of LMWR on the LimeWire Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in Schedule 3 of these T&Cs.
- 13.2 By making a contribution to the Company and accepting these T&Cs, you expressly and finally acknowledge, accept and assume the risks set out in SCHEDULE 3 of these T&Cs and that the risk factors set out in SCHEDULE 3 are not, and are not intended to constitute, a comprehensive or exhaustive list of risk factors.

14. Audit of the Smart Contract System

- 14.1 The Company will exercise reasonable endeavours to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

- 14.2 Notwithstanding clause 14.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted may raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and/or LMWR are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USDC, USDT, ETH, BTC or BNB contributions and/or LMWR.

15. Security

- 15.1 You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Company and to receive and store LMWR that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your LMWR. The Company is not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of LMWR nor will we be under any obligation to recover or return any LMWR.
- 15.2 The Company excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) LMWR issued to you.

16. Intellectual property

- 16.1 In this clause 16, “**IP Rights**” means in relation to the Company, LimeWire, LMWR, the Token Sale, the LimeWire Platform, LMWR Website and the LimeWire Website, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.
- 16.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the IP Rights. We and LimeWire at all times retain ownership, including all rights, title and interests in and to the IP Rights. There are no implied licences under these T&Cs. You understand and accept that by making a contribution for the purchase of LMWR pursuant to these T&Cs you will not:
- a) acquire or otherwise be entitled to any IP Rights;
 - b) make a claim in respect of any IP Rights or any other equivalent rights; or
 - c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any IP Rights, except with our prior written consent.

17. Indemnity

- 17.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, associates, affiliates, agents, representatives, predecessors, successors and assigns (together, “**Company Indemnified Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
- a) your acquisition or use of LMWR under these T&Cs;
 - b) the performance or non-performance of your responsibilities, representations, warranties or obligations under these T&Cs;
 - c) your breach of any of the terms and conditions set out in these T&Cs; or
 - d) your breach of any rights of any other person or entity.

17.2 The Company reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in clause 17.1.

17.3 The indemnity set out in this clause 17 is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.

18. Disclaimers

18.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- a) LMWR are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to LMWR (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b) we do not represent or warrant that LMWR are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- c) we cannot and do not represent or warrant that LMWR or the distribution mechanism for LMWR are free of viruses or other harmful components.

18.2 Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. LMWR should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

18.3 No regulatory authority has approved any of the information set out in these T&Cs and/or the Project Documentation. No such action will be taken under the laws, regulatory requirements or rules of any jurisdiction.

19. Limitation of liability

19.1 To the fullest extent permitted by applicable law, in no circumstances will:

- a) the Company or any of the Company Indemnified Parties be liable for any, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of LMWR or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other basis (even if the Company or any of the Company Indemnified Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
- b) the aggregate liability of the Company and the Company Indemnified Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other basis, arising out of or relating to these T&Cs or the use of or inability to use LMWR, exceed the amount of your contribution.

19.2 Without limiting any other disclaimer in these T&Cs or elsewhere, the Company is not liable for any loss, liability, costs or expenses arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with these T&Cs.

19.3 The limitations and exclusions of liability set out in clause 19.1 do not limit or exclude liability for fraud or wilful misconduct of any Company Indemnified Party, nor will it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

20. Assignment and novation

20.1 The Company may assign, transfer, novate or otherwise deal in any manner, all or any part of the benefit of these T&Cs and any of its rights, remedies, powers, duties and obligations under these T&Cs to any person, without your consent and in any way the Company considers appropriate.

- 20.2 You agree that you may not claim against any assignee, transferee or any other person who has an interest in these T&Cs, any right of set off or other rights that you have against the Company.

21. Termination and right of withdrawal

- 21.1 Notwithstanding any other provision of these T&Cs, the Company may at any time and for any reason immediately terminate these T&Cs as between you and it without prior notice or need to specify reasons, including if:

- a) you have breached any provision of these T&Cs or acted in a manner which clearly shows that you do not intend to or are unable to comply with any provision in these T&Cs;
- b) the Company reasonably considers it is required to do so by the application of any laws or regulations or by any government, quasi-government, authority or public body (including any regulatory body of any jurisdiction); or
- c) the Company determines that performing its obligations under these T&Cs is no longer commercially viable.

- 21.2 Subject to these T&Cs, nothing in this clause affects your rights to any LMWR of which you are absolute owner.

- 21.3 If you are a consumer within the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights (“**EU Consumer Rights Directive**”), *i.e.*, a natural person who, in contracts covered by the EU Consumer Rights Directive, is acting for purposes which are outside his or her trade, business, craft or profession habitually residing in the European Union (“**Consumer**”) and purchase LMWR in the online-only Token Sale, you may have the right under the EU Consumer Rights Directive, as transposed into Estonian law, to withdraw from the distance contract of sale of LMWR within 14 days of the date the LMWR was sold to you (“**right of withdrawal**”). You expressly consent and acknowledge that by purchasing LMWR, you waive your right of withdrawal in accordance with point (m) of Article 16 of the EU Consumer Rights Directive and § 47(3)13) of Estonia’s Law of Obligations Act (in Estonian, *Võlaõiguseadus*) (“**LOA**”) as LMWR are considered digital content which is not supplied on a tangible medium.

- 21.4 If you qualify for the right of withdrawal and wish to exercise it, you must notify the Company in writing within 14 days of the date LMWR was sold to you (“**Cancellation Period**”). The written notice should be sent within the Cancellation Period by e-mail to support@limewire.com. The notice should state your name, residential address, contact details, invoice number, description of LMWR, the date of the sale and that you wish to exercise the right of withdrawal under the EU Consumer Rights Directive and the LOA. Subject to the following conditions, we will refund you within 14 days from cancellation the payment for LMWR in the USDC, USDT, ETH, BTC or BNB, depending on the cryptocurrency used for making the contribution:

- a) we will deduct from the refund all costs and charges that we have incurred in connection with processing such refund (to the extent such deductions are allowed by applicable law); and
- b) if we have already delivered LMWR to you, we will not refund before you have returned all LMWR to us.

22. Survival

The following clauses survive termination of these T&Cs and remain binding and effective at all times:

- a) this clause;
- b) clause 10 (*Refunds, refusals, suspension and termination of contributions*);
- c) clause 11 (*Token utility*);
- d) clause 12 (*Contributor’s representations and warranties*);
- e) clause 16 (*Intellectual property*);

- f) clause 17 (*Indemnity*);
- g) clause 19 (*Limitation of liability*);
- h) clause 23 (*Waiver of set-off*);
- i) clause 25 (*Personal Data*); and
- j) clause 26 (*Governing law and dispute resolution*).

23. Waiver of set-off

You acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of LMWR or under these T&Cs under the laws of any jurisdiction.

24. Taxation

24.1 You are solely responsible for determining whether your contribution to the Company for the purposes described hereunder, the transfer of USDC, USDT, ETH, BTC or BNB or fiat, the creation, ownership, use, sale, transfer or liquidation of LMWR, the potential appreciation or depreciation in the value of LMWR over time (if any), the allocation of LMWR and/or any other action or transaction contemplated by these T&Cs or related to the LimeWire Platform will give rise to any tax implications on your part.

24.2 You are solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of LMWR under or in connection with these T&Cs.

24.3 You agree not to hold the Company or any of the Company Indemnified Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of LMWR or any other action or transaction related to the LimeWire Platform or the Token Sale.

25. Personal Data

25.1 If we make an information request in accordance with clause 6, we may require you to provide information and documents relating to (without limitation to any other information and documents as may be required to be provided for the purposes of compliance with applicable law):

- a) your identity;
- b) your address;
- c) the source of your wealth;
- d) the source of funds used for the purposes of purchasing LMWR; and/or
- e) any other documents or data from which you can be identified;

(together, your “**Personal Data**”).

25.2 We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law.

25.3 We will process your Personal Data in accordance with the Personal Data Protection Act (in Estonian, *Isikuandmete kaitse seadus*) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), each as may be amended (together, “**Data Protection Regulations**”), and you agree that we, as the data controller, may directly or through

our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) the purchase of LMWR and the processing of transactions related to the Token Sale pursuant to these T&Cs;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining or operating a bank account in the Company's name;
- f) subject to clause 26, resolving any Disputes with you;
- g) producing summary information for statistical, regulatory and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

25.4 Under the Data Protection Regulations, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

25.5 You agree that we may, for the purposes set out in clause 25.3, permit the transfer of your Personal Data to any jurisdiction with an adequate level of data protection, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

25.6 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in 25.3. In order to access the LimeWire Platform and provide or receive services therein or otherwise use and interact with the LimeWire Platform, you will be required to accept the Platform Terms which shall also set out the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the LimeWire Platform.

26. Governing law and dispute resolution

26.1 **Governing law.** These T&Cs, including non-contractual claims arising out of or related to these T&Cs, and any business relationship hereunder shall be governed by and construed in accordance with the laws of the Republic of Estonia, excluding the provisions of the United Nations Convention on the International Sale of Goods and excluding the conflict of law rules of Estonian private international law.

26.2 **Binding arbitration (if you are not a Consumer).** If you are not a Consumer, you and the Company each irrevocably waive your and the Company's respective rights to have any and all disputes, controversies, claims, suits, actions, causes of action, demands or proceedings (each, a "**Dispute**") arising out of or related to these T&Cs resolved in a court. Instead, any Dispute arising out of or related to these T&Cs shall be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with its rules, which are hereby incorporated by reference. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Tallinn, Estonia. The language of the arbitral proceedings shall be English.

26.3 **Jurisdiction (if you are a Consumer).** If you are a Consumer, you and the Company each irrevocably submit with respect to any Dispute arising out of or related to these T&Cs to the non-exclusive jurisdiction of the Estonian courts, with the court of first instance being Harju District Court (in Estonian, *Harju Maakohus*). You as a Consumer may file a court claim in connection with a Dispute arising out of or related to these T&Cs also with the court of your habitual residence

in the European Union.

27. Miscellaneous

- 27.1 **Amendments.** The Company may amend these T&Cs from time to time, including where there are changes to the intended utility of LMWR, where adjustments are required to give effect to the intended operation of LMWR and/or LimeWire Platform, to make any essential corrections, or as may be otherwise required by any laws or regulatory requirements to which the Company is subject. If the Company makes any amendments to these T&Cs, it will publish a notice together with the updated T&Cs on the LMWR Website and will change the “Version” number at the top of these T&Cs. Any amended T&Cs become effective immediately upon the publication of notice and updated T&Cs on the LMWR Website. It is your responsibility to regularly check the LMWR Website for any such notices and updated T&Cs.
- 27.2 **Severability.** If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision will be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which remains in full force and effect.
- 27.3 **Entire agreement.** These T&Cs constitute the entire agreement and understanding between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.
- 27.4 **Pre-contractual statements.** You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of the Company in relation to the subject matter of these T&Cs at any time before your acceptance of them (“**Pre-Contractual Statements**”), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
- 27.5 **Independent contractors.** Nothing in these T&Cs creates any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Company Indemnified Parties and/or the LimeWire Platform.
- 27.6 **Severability.** Any term, clause or provision of these T&Cs which is prohibited held invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining terms, clauses or provisions of these T&Cs, and any such prohibition, invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, clause or provision in any other jurisdiction.
- 27.7 **Prevailing language.** The English language version of these T&Cs shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any. Any other language versions of these T&Cs are provided for convenience only.

SCHEDULE 1
LMWR CREATION AND INTENDED DISTRIBUTION

It is intended that a total of 1,000,000,000 (one billion) LMWR will be created, to be distributed in accordance with the following table:

Percentage allocation	Token Holders	Intended use	Quantity of LMWR
43%	LMWR Ecosystem	<p>This allocation includes:</p> <ul style="list-style-type: none"> • Artist Fund (13% of all LMWR distributed to create grants for onboarding new artists) • Community Rewards Fund (15% of all LMWR distributed to set aside provisions for LMWR token staking rewards) and • Treasury (15% of all LMWR distributed to invest back into the ecosystem and community) <p>The LimeWire Foundation will oversee the distribution of these funds, taking into account the community voice.</p>	430,000,000
18%	Team	Tokens distributed between the core team involved in the development of the LimeWire Platform.	180,000,000
12%	Private Sale	Private round to onboard strategic investors and VCs to the LMWR ecosystem.	120,000,000
10%	Token Sale	Public round to onboard the LMWR community and the public.	100,000,000
8%	Strategic Round	Strategic round at a special discounted price for lead investors and partners, including experienced VCs, crypto exchanges and market makers.	80,000,00
5%	Liquidity Provision	Inventory for LMWR market makers to provide liquidity on exchanges.	50,000,00
4%	Advisors	Tokens distributed between advisors to the Company and other entities within the LimeWire Group.	40,000,00

SCHEDULE 2
CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

By making a contribution and accepting these T&Cs, you hereby represent and warrant that:

1. you have read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. you are not a statutory corporation, governmental or semi-governmental authority;
4. the acceptance of these T&Cs and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgement, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
5. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like USDC, USDT, ETH, BTC or BNB), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
6. you have obtained sufficient information about the potential future utility of LMWR to make an informed decision to participate in the Token Sale pursuant to these T&Cs;
7. you understand that LMWR confers only a limited potential future right or expectation to use and interact with the LimeWire Platform as more particularly described in the LimeWire Whitepaper, and that LMWR confers no other rights of any kind with respect to the Company and/or the LimeWire Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
8. if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;
9. if you are making a contribution for the acquisition of LMWR as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
10. if you are making a contribution for the purchase of LMWR for or on behalf of an entity or person, you are authorised to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" is a reference to the entity or person on whose behalf you are authorised to make a contribution);
11. you are making a contribution for the purchase of LMWR to potentially use and interact with the LimeWire Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
12. any contribution to be made by you for the purchase of LMWR is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
13. you will not use LMWR to finance, engage in, or otherwise support any unlawful activities;
14. the contribution will be transferred to the Company from an Ethereum wallet that: (i) is registered in your name or in the name of a person who is duly authorised by you to send a contribution to the Company; and (ii) is not located in or that is not registered in the name of a person located in or resident of any Prohibited Jurisdiction.

In these T&Cs, “**Prohibited Jurisdiction**” means any of the following:

- a) the United States of America;
 - b) a country or territory (together, “**Sanctioned Countries**”) that is currently the subject of any sanction administered by the United States Office of Foreign Assets Control of the United States Department of the Treasury or any other United States government authority or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union or sanctions administered or imposed under the International Sanctions Act (in Estonian, *Rahvusvahelise sanktsiooni seadus*) (together, “**Sanctions**”), including, without limitation, Cuba, Iran, Syria, North Korea, and each of the Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine;
 - c) a jurisdiction identified by the Financial Action Task Force (“**FATF**”) for strategic AML/CFT deficiencies and included in FATF’s listing of Jurisdictions under Increased Monitoring and High-Risk Jurisdictions subject to a Call for Action accessible at <https://www.fatf-gafi.org/en/topics/high-risk-and-other-monitored-jurisdictions.html> (each as may be amended from time to time);
 - d) a jurisdiction (including, but not limited to, the Sanctioned Countries) in which the token sale is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction;
 - e) a jurisdiction where the provision or use of information or services provided by Company on the website <https://lmwr.com/>, websites powered by, or linked to said website, and related applications or services would be contrary to applicable laws, rules, or regulations of any governmental authority or regulatory or self-regulatory organisation, or where Company is not authorised to provide such information or services, or a jurisdiction that is included within a list of restricted countries and territories pursuant to the Company Terms of Service (as may be amended from time to time);
15. making a contribution and receiving LMWR under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and any contribution will be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
 16. you are not a citizen of or resident or domiciled in a Prohibited Jurisdiction or making a contribution for the purchase of LMWR from a location in a Prohibited Jurisdiction, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Jurisdiction, nor are you making a contribution for the purchase of LMWR for or on behalf of any such person or entity;
 17. you are not a resident or tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these T&Cs or the distribution, holding, use or exchange of LMWR is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
 18. you will observe all applicable laws and regulations in such manner that will, to the best of your knowledge and belief, result in compliance by you and the Company in any jurisdiction in which you directly or indirectly:
 - a) purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange LMWR;
 - b) enter into or perform your obligations under these T&Cs; or
 - c) distribute these T&Cs or any advertisement or similar material;
 19. you are not the subject of any Sanctions nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of any country-wide or territory-wide Sanctions;
 20. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of LMWR;

21. you will provide us with details of an Ethereum wallet that supports the ERC20 token standard (*i.e.*, technically supports the receipt, storage, holding and transfer of tokens such as LMWR);
22. you enter into these T&Cs voluntarily and based on your own independent judgement and on advice from independent advisors as you have considered necessary; and
23. you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs;
24. making a contribution from a Prohibited Jurisdiction by providing false or inaccurate information about your citizenship, residency and/or nationality will mean a breach of these T&Cs, requiring you to indemnify the Company in respect of any damages and losses suffered due to this breach in accordance with the indemnification provisions set out in these T&Cs.

SCHEDULE 3
RISK FACTORS

THE FOLLOWING IS NOT NOR IS IT INTENDED TO BE A COMPREHENSIVE OR EXHAUSTIVE LIST OF RISK FACTORS

1. **Risk of software weaknesses:** because LMWR and the Smart Contract System are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on LMWR, the Smart Contract System and/or the LimeWire Platform. Moreover, advances in cryptography, or technical advances, such as the development of quantum computing, could present risks to LMWR (including the utility of LMWR for obtaining services), the Smart Contract System and/or the LimeWire Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (*i.e.*, the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating LMWR will be uninterrupted or error-free, and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or LMWR.
2. **Regulatory risk:** blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which may be contrary to the current setup of the Smart Contract System, and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the LimeWire Platform, including its termination and the loss of LMWR for the Contributor. Additionally, regulation of proposed activities of the LimeWire Platform is currently uncertain. It is not known what regulatory framework the proposed LimeWire Platform and associated activities will be subject to, the nature and obligations that will be imposed on the Company in order to comply with any such regulatory framework or when/if the Company will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities.
3. **Risks associated with uncertain regulations and enforcement actions:** the regulatory status of LMWR and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) the LimeWire Platform and LMWR. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the LimeWire Platform and LMWR. Regulatory actions could negatively impact the LimeWire Platform, LMWR and/or the Company in various ways, including, for purposes of illustration only, through a determination that LMWR are a regulated financial instrument that requires registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
4. **Risk of abandonment / lack of success / business failure:** the creation and issue of LMWR and the development of the LimeWire Platform may be abandoned, may suffer from lack of success and may suffer business failure for a number of reasons including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects (*e.g.*, caused by competing projects). There is no assurance that, even if LimeWire Subscriptions is partially or fully developed and launched, you will receive any benefits through LMWR that you hold.
5. **Risk associated with other applications:** the LimeWire Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which LMWR will have no intrinsic value. This means that competitors may produce platforms that compete with the LimeWire Platform and may not accept LMWR as payment for services within such platforms; further, such platforms may become more popular and have greater success than the LimeWire Platform. In addition, the utility of LMWR depends on the success of the LimeWire Platform. The

LimeWire Platform may not be popular or widely used. In the long term, the LimeWire Platform may fail to attract a critical mass of users. The LimeWire Platform may be merged with other projects. Various circumstances, including technical advancement and competitors, may render the LimeWire Platform obsolete.

6. **Risks associated with markets for LMWR:** the Company may choose not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of LMWR. This may restrict the contemplated avenues for using LMWR to the token utility described in the LMWR Whitepaper and could therefore create illiquidity risk with respect to LMWR you own. Even if secondary trading of LMWR is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to LMWR (*e.g.*, as denominated in a virtual or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing LMWR as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that LMWR are not offered by the Company or its affiliates on an investment basis or for any investment purpose whatsoever. You further acknowledge that any contribution that you make under these T&Cs (or you consider to be invested in the Company) will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Estonian Guarantee Fund (in Estonian, *Tagatisfond*) and is unlikely to be protected by any equivalent deposit guarantee scheme in any jurisdiction outside of Estonia.
7. **Risk of losing access to tokens due to loss of private key(s), custodial error or your error:** LMWR can only be accessed by using an Ethereum wallet with a combination of the Contributor's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained LMWR associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your LMWR. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store LMWR, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your LMWR.
8. **Risk of theft and vulnerabilities:** the Smart Contract System concept, the underlying software application and software platform (*i.e.*, the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or LMWR, adversely impacting the ability to develop the LimeWire Platform and derive any usage or functionality from LMWR. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the LimeWire Platform is based on open-source software, there is a risk that a third party or a member of the Company's or LimeWire Group's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the LimeWire Platform, which could negatively affect the LimeWire Platform and LMWR.
9. **Risk of Ethereum mining attacks:** as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations.
10. **Risk of incompatible wallet service:** the wallet or wallet service provider used to receive LMWR must conform to the ERC20 token standard in order to be technically compatible with LMWR. The failure to ensure such conformity may have the result that Contributor will not gain access to his LMWR.

11. **Risk of hard fork:** the LimeWire Subscriptions will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release of the LimeWire Subscriptions. As part of the development, an upgrade to LMWR may be required (hard fork of LMWR) and that, if you decide not to participate in such upgrade, you may no longer be able to use your LMWR and any non-upgraded LMWR may lose its utility in full.
12. **Risk of uninsured losses:** unlike bank accounts or accounts at some other financial institutions, LMWR are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.
13. **Risks arising from taxation:** the tax characterization of LMWR is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of LMWR, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, capital taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
14. **Risk of an unfavourable fluctuation of currency value:** the Company intends to use the contributions received to fund the development of LMWR and various other operating expenses. The contributions received will be denominated in USDC, USDT, ETH, BTC or BNB or fiat acceptable to the Company, and may be converted into other cryptographic assets and fiat currencies.
15. **Risk of dissolution of the Company or network:** it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of USDC, USDT, ETH, BTC or BNB (or other cryptographic assets and fiat currencies), decrease in LMWR utility due to negative adoption of the LimeWire Platform, the failure of commercial relationships, or intellectual property ownership challenges, the LimeWire Platform may no longer be viable to operate and the Company and/or LimeWire may dissolve and the development of the LimeWire Platform may be abandoned.
16. **Risks arising from lack of governance rights:** because LMWR confer no governance rights of any kind with respect to the Company, all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and all decisions involving the LimeWire Platform including, but not limited to, decisions to discontinue the LimeWire Platform, to create and issue more LMWR, will be made by LimeWire, except as expressly specified otherwise in the LimeWire Whitepaper. These decisions could adversely affect the LimeWire Platform and/or LMWR you hold.
17. **Risks arising from the market in which the LimeWire Platform operates:** the cryptocurrency exchange market, the token listing and trading market, ICOs, and by extension the LimeWire Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting LMWR and/or the LimeWire Platform could be enacted, which could impact the utility of LMWR in the LimeWire Platform. Additionally, LimeWire Platform users are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the LimeWire Platform and LMWR, including its utility to obtain or provide services within the LimeWire Platform.
18. **Risks associated with the development and maintenance of the LimeWire Platform:** the LimeWire Platform may undergo significant changes over time. Although we and LimeWire intend for LMWR and LimeWire Platform to function as described in the LimeWire Whitepaper and intend to take commercially reasonable steps towards those ends, we or LimeWire may have to make changes to the specifications of LMWR or the LimeWire Platform for any number of legitimate reasons. Moreover, LimeWire may not be able to retain full and effective control over

how other participants will use the LimeWire Platform, what products or services will be offered through the LimeWire Platform by third parties, or how third-party products and services will utilise LMWR (if at all). This could create the risk that LMWR or LimeWire Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite LimeWire's good faith efforts to develop and participate in the LimeWire Platform, it is still possible that the LimeWire Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the LimeWire Platform and LMWR, and the potential utility of the LMWR, including the utility of the LMWR for obtaining services and/or offering rewards and/or being used in the manner intended at the time of the Token Sale.

19. **Risks associated with incomplete information regarding the LimeWire Platform:** you will not have full access to all the information relevant to the Company and/or the LimeWire Platform. The Company is not required to update you on the progress of the LimeWire Platform. You are responsible for making your own decision in respect of purchasing LMWR. The Company does not provide you with any recommendation or advice in respect of the purchase of LMWR. You may not therefore rely on the Company to provide you with complete or up-to-date information.
20. **Risk of competing platforms:** it is possible that alternative platforms could be established that utilize the same open-source code and protocol underlying the LimeWire Platform and attempt to facilitate services that are materially similar to the services offered by or within the LimeWire Platform. The LimeWire Platform may compete with these alternatives, which could negatively impact the LimeWire Platform and LMWR, including the utility of the LMWR for obtaining services offered by or within the LimeWire Platform.
21. **Risk of inadequate resources:** the Token Sale and the LimeWire Platform will require intensive computing resources. The demand for these resources may respectively exceed estimates of the Company or LimeWire. Ultimately, the Company's and/or LimeWire's resources may prove inadequate to support the Token Sale and/or develop the LimeWire Platform, which may affect the distribution and/or utility of LMWR.
22. **Risks associated with third party contractors:** development of LMWR and the LimeWire Platform, and the operation of the Token Sale, will require third-party contractors with particular expertise in Ethereum and blockchain technology. The availability of such contractors is limited. There may not be sufficient (or any) such contractors available on terms deemed acceptable by the Company and/or LimeWire. The costs associated with any such contractors may be significantly greater than currently estimated. Further, the quality, reliability and timely delivery of services by such contractors may vary significantly.
23. **Jurisdiction related risks:** residents, tax residents or persons having a relevant connection with certain jurisdictions are excluded from the Token Sale. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that the distribution, holding, use or exchange of LMWR is, and remains lawful despite changes to applicable laws, your residence and circumstances.
24. **Unanticipated risks:** cryptographic tokens such as LMWR are a new and untested technology. In addition to the risks set out in this SCHEDULE 3, there are other risks associated with your acquisition, storage, transfer and use of LMWR, including those that the Company may not be able to anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks set out in this SCHEDULE 3.