

**Effective date: June, 21, 2019**

**Last update: May, 13, 2020**

## **DISCLAIMERS AND LIABILITY**

We shall exercise reasonable skill and care in Our provision of Services to You. However, neither We nor Our directors, officers, employees, affiliates or service providers shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by You under these T&C, unless such losses are a reasonably foreseeable consequence or arise directly from Our fault.

Unless otherwise provided by the legislation of Estonia, in no circumstance, shall We, Our directors, officers, employees, affiliates or service providers be liable to You or other persons:

- for any damage, loss of data, loss of profits, loss of reputation and goodwill or loss of business opportunity arising under or in connection with these T&C, whether arising out of negligence, breach of these T&C, misrepresentation or otherwise;
- for the Content displayed via the Application or the Website;
- for the losses You incurred due to purchase(s) via the Platform;
- for any damages or interruptions caused by any computer viruses, spyware, shareware, Trojan horses, worms or other malware that may affect Your device, or any phishing, spoofing, malicious security breaches, targeted hacking attacks or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software;
- for any breach of these T&C by reason of any abnormal and unforeseeable circumstances beyond Our reasonable control (force major);
- for any breach of these T&C which is due to the application of binding legal acts inter alia acts of Estonia.
- for any adverse tax implications of transactions carried via the Platform;
- for the unauthorised use of Your [www.mainston.com](http://www.mainston.com) Account;
- for any changes in the market taking place after You send order on the Platform;
- for the interruptions in the operation of the Platform.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE FEES AND CHARGES PAID BY YOU TO US DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW OF ESTONIA THE APPLICATION, THE WEBSITE AND CONTENT ARE PROVIDED TO YOU "AS IS" AND WE PROVIDE YOU WITH NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THEIR QUALITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, FITNESS FOR PURPOSE, COMPLETENESS OR ACCURACY.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

Please note, we do not give financial advice to our users. Contributors make decisions based on their own analysis of the project. A significant marketing effort is required to attract the attention of potential contributors before making the aforementioned analysis. Mainston International OU recommends having a strong business model and marketing plan before investing in fundraising infrastructure.

We do not make any representations or warranties that access to the Services or the Website, or any of the Content contained therein, will be continuous, uninterrupted, timely, error-free and will meet Your requirements.

We will make reasonable efforts to ensure that Your orders within the Platform are processed in a timely manner, but We make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of Our control.

You agree that the Content displayed via the Platform is provided for information purposes only and You must evaluate, and bear all risks associated with, the use of such Content, including any reliance on the accu-

racy, completeness, or usefulness of such Content. We shall not be responsible or liable for any decisions You make based on such Content. We do not guarantee the accuracy, completeness, or usefulness of the Content displayed via the Platform.

When using the Platform, You may view content provided by third parties, including links to web pages of such parties ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.

Nothing in these T&C will limit Our liability for death or personal injury resulting from Our negligence.

You hereby acknowledge and agree that all disclaimers and exclusions of liability contained in these T&C represent a fair and reasonable allocation of the risks and benefits of these T&C, taking all relevant factors into consideration. You further agree that these disclaimers and limitations shall be enforceable to the extent permitted by applicable law.

In case of non-fulfilment (improper performance) of the provisions of these T&C by You, You are obliged to compensate the losses incurred to the Company (including reimburse the Company for the amount of liability measures applied to it in a foreign country in connection with the conclusion and (or) execution of these T&C under the conditions the provision of false assurances by You. The company has the right to fully or partially withhold the amount (amount) of losses caused to it from the amount (amount) of money counted for You, held by the Company.

The basis for exemption from liability for non-performance (improper execution) of these T&C for You is the presence of force major circumstances (by which the Parties understand the emergency and unavoidable circumstances under the given conditions, i.e. natural disasters), and for the Company - the absence of its fault.

#### **LINKS TO WEBSITES**

The Platform may, from time to time, contain links to websites, which are outside of Our control and are not covered by these T&C. If You access the websites using the links provided, You will have to comply with relevant terms and condition of such websites. We do not accept any responsibility or liability for using the services provided on the websites, which You may access through links contained in the Platform.

The operators of these websites may collect information from You, which will be used by them in accordance with their privacy policy, which may differ from Ours. We do not accept any responsibility or liability for these policies. Please check these policies before You submit any information to these websites.

We are providing the links to websites to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of its operators.