

DISCLAIMER

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PLEASE READ CAREFULLY THIS DISCLAIMER AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS.

This DISCLAIMER is an independent legal document. Your rights and obligations when you use the BITON MARKET Website (bitonmarket.io) are also may be defined by the following documents (agreements): Terms and Conditions, Privacy Policy, Token Purchase Agreement, any other terms we let you know about. The absence of one document (agreement) or all of the listed documents doesn't affect the validity of this DISCLAIMER.

The following terms have meanings as described below:

“**Website**” shall mean the website maintained at bitonmarket.io. The term Website used in this DISCLAIMER also implies all the built into interface (graphical user interface) of the website and available to the user services (registration form, payment form, feedback form, etc.).

“**Rightholder**” (“**Website Owner**”, “**We**”, “**Us**” or “**Our**”) means a legal person (entity) – BITON MARKET OÜ (BITON MARKET LLC), which owns the exclusive rights for the objects of intellectual property – the Website. BITON MARKET OÜ is registered in compliance with the requirements of the Republic of Estonia legislation.

THIS WEBSITE AND ITS FUNCTIONAL CAPABILITIES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES.

We make no representations or warranties in relation to this Website or the functionality of this Website. We also do not warrant that this Website is fit for your purpose, even if you have previously provided notice of your intended purpose, and do not warrant that this Website will operate with no mistakes and disruption of a work.

Functionality of Our Website and any built-in content are provided for your review and use only in accordance with the terms of this DISCLAIMER and Our other legal statements. Functionality of Our Website, related materials and/or information are not guaranteed or represented to be complete, correct or up to date. These materials, content and functionality may be changed from time to time without notice.

We reserve the right, at our sole discretion, to correct/rectify any errors or omissions in any portion of the materials. We may make any other changes/improvements to the Website and the related products, services and/or prices (if any) described/published at any time without any prior notice.

Whilst every effort is made to ensure accurate functioning of functional modules, extensions, code base or integrations as far as possible, the accuracy of the Website is dependent on many factors and thus We can not and does not ensure any comprehensive cover for the functioning.

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. RIGHTHOLDER AND ANY OF ITS CONTRACTORS WHO PARTICIPATED IN PROVIDING THE FUNCTIONALITY OF THE WEBSITE EXPRESSLY DISCLAIM ANY WARRANTY.

You can use and undertake to use the Website solely for the non-commercial purposes. Also You're hereby denied the use of this Website in order to further implementation (and/or to facilitate implementation) such activities as: sexual services, distribution of pornography, drug dealing, chemicals or under the control substances; goods which violate intellectual property rights; ammunition and explosive materials (including fireworks), firearms or edged weapons; personal information of third parties, the creation of a Ponzi scheme (financial scheme), fraudulent activities, illegal legalization of income, terrorist financing, other illegal activities (in accordance with the law of your jurisdiction and the law jurisdiction which interests may be affected in relation to your actions).

THIS WEBSITE IS NOT INTENDED FOR AND SHOULDN'T BE USED BY PERSONS UNDER THE AGE OF FULL LEGAL CAPACITY (IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW OF YOUR JURISDICTION).

LIMITATION OF LIABILITY

WE MAKE NO REPRESENTATIONS AS TO ACCURACY, COMPLETENESS, SUITABILITY, OR VALIDITY OF THE WEBSITE AND ANY INFORMATION THAT IS DISPLAYED AND/OR PROVIDED ON THE WEBSITE AND WILL NOT BE LIABLE FOR ANY ERRORS, OMISSIONS, OR DELAYS IN THIS INFORMATION OR ANY LOSSES, INJURIES, OR DAMAGES ARISING FROM ITS DISPLAY OR USE OF THE SAME. ALL INFORMATION AND FUNCTIONALITY ARE PROVIDED ON AN AS-IS BASIS.

We make no representations about the results to be obtained from using the Website. The usage of the Website and contents is at your (the person who uses it) own risk. You further agree that We shall not be held responsible for any uncontrollable security attack leading to failures of the Website and in such cases you agree that We shall not be held responsible for any type of losses that may occur to you.

WE ALSO SPECIFICALLY DISCLAIMS AND SHALL HAVE NO LIABILITY TO YOU FOR THE FOLLOWING RISKS: operating system failures; errors interactions between your hardware, software and the Website; the implications of using the cloud backup software; malware, viruses or other malicious software on your device that are able to take control or interfere with the Website; any possible delays in communications; any negative implications for You and/or third parties, which ensued from any possible disruption to the work of the Website.

REASONABLENESS

BY USING THE WEBSITE, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS DISCLAIMER ARE REASONABLE. IF YOU DO NOT THINK THEY ARE REASONABLE, YOU MUST NOT USE THE WEBSITE.

UNENFORCEABLE PROVISIONS

If any provision of this DISCLAIMER is found to be unenforceable under applicable law, that will not affect the enforceability of the other provisions of this DISCLAIMER.