

## AirPod Website Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

### 1. INTRODUCTION

The following document outlines the terms and conditions for use (“Terms of Use”) of the AirPod Technologies Ltd.’s website located at: <https://air-pod.io/> or any of its subdomains or subpages (herein: “Website”).

“User”, “you” or “your” refers to the person, company or organization that visits our Website, and “AirPod”, “we”, “us” or “our” refers to AIRPOD Technologies (trading name of Mineko Pharma & Engineering Ltd), 2nd Floor, Stanford Gate, South Road Brighton, BN1 6SB, United Kingdom.

PLEASE NOTE THAT THESE TERMS OF USE GOVERN SOLELY YOUR USE OF THE WEBSITE AND DO NOT GOVERN ANY FURTHER ENGAGEMENT BETWEEN AIRPOD AND YOU. INFORMATION ON THE WEBSITE ARE FOR YOUR GUIDANCE ONLY. BEFORE ANY FURTHER LEGALLY BINDING RELATIONSHIPS, WE WILL ENTER INTO SEPARATE AGREEMENT, CLEARLY STATING OUR SCOPE OF WORK AND OUR TERMS OF ENGAGEMENT. Please note that Terms of Use relating to crowdsale are governed by AirPod Crowdsale Terms of Use.

### 2. ACCEPTANCE OF THE TERMS

By entering, connecting to, accessing or using the Website, you acknowledge that you have read and understood the terms and conditions outlined in these Terms of Use, including the terms of our Website Privacy Policy and any other legal notices available at the Website (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Website and you acknowledge that these Terms constitute a binding and enforceable legal contract between AirPod and you. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER.

The Website is available only to individuals who (a) are at least eighteen (18) years old; and (b) have the legal capacity to enter into these Terms (on behalf of themselves and their organization) and to form a binding agreement under any applicable law. You hereby represent that you have the legal authority to enter into these Terms on your and/or your organization's behalf and to form a binding agreement under any applicable law, to use the Website in accordance with these Terms, and to fully perform your obligations hereunder.

### 3. WEBSITE AND THE SERVICES

AirPod intends to establish a network of innovative sleeping pod capsules and introduce a software platform, consisting of a web page interface and a software interface, for communication between the Website, blockchain networks and the AirPod capsules (“Services”). The Website may provide you with general information regarding, inter alia, AirPod’s Services, concept, partners, news and so forth, including any other content related thereto such as contact

information, text, graphics, photos, videos, files, logos, data compilations, links, documentation, know-how, specifications materials, designs, and other features obtained from or through the Website (collectively, “Content”).

For the avoidance of doubt, the Website currently serves mainly as an informative marketing tool, and, unless otherwise explicitly indicated on the Website, engagements of any sort with us shall only be created on the basis of the separate agreement, clearly stating our scope of work and our terms of engagement. The Content does not bind AirPod in any form, and in any case where the Content contradicts or is inconsistent with separate agreements executed directly between AirPod and you, only information supplied by AirPod with such separate agreement shall prevail.

#### **4. RESTRICTION ON USE**

We grant you a personal, limited, non-exclusive and non-transferable license to use of Website for personal and non-commercial use in accordance with these Terms. There are certain conducts which are strictly prohibited when using the Website, and as a condition of use, you confirm that you will not use the Website for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by us.

Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may, at AirPod's sole discretion, result in the termination of your use of the Website and/or Content and may also expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under the Terms or in writing by AirPod, you may not:

- use the Website and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes;
- use the Website and/or Content for non-personal or commercial purposes;
- interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Website and retrieve, index and/or data-mine information;
- interfere with or disrupt the operation of the Website or the servers or networks that host the Website, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks;
- take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us;
- bypass any measures we may use to prevent or restrict access to the Website;
- create a database by systematically downloading and storing all or any of the Content from the Website;
- transmit or otherwise make available in connection with the Website any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

- decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or any Content except to the extent explicitly permitted in these Terms of Use or any applicable supplemental legal notices;
- use any network monitoring or discovery software to extract information about usage, individual identities, or users;
- copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Website or any Content, except to the extent explicitly permitted by us,
- use the Website for any purpose for which the Website is not intended; and/or
- infringe and/or violate any of the Terms.

We reserve the right to investigate complaints or reported violations of these Terms and to take any action deemed appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, IP addresses, and traffic information.

## **5. INTELLECTUAL PROPERTY**

All rights on Intellectual Property of the AirPod are reserved and the AirPod retains title to all Intellectual Property. Nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that the Website and Content are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and may not be used except as provided in these Terms without the express written permission by us. You also agree that we retain our copyrights in the layout and graphics made available through the Website, the collective and compilation copyrights in all databases and navigation design, and all other content created by AirPod employees, contractors, consultants, or other contributors.

You may not use the AirPod's Intellectual property rights in a third-party service name or publication title; in, as, or as part of your own service or marks; to identify products or services that are not ours; in a manner likely to cause confusion; in a manner that implies inaccurately that AirPod sponsors, endorses, or is otherwise connected with, your own activities, products, and services; as hidden or embedded text in web pages; or in a manner disparaging of the AirPod or the Website.

## **6. LINKS TO THIRD PARTY WEBSITES**

Our Website may include links to third party websites. If you use any links made available through the Website to reach other websites not maintained by AirPod, you will leave our Website. The linked sites are not under the control of AirPod and we are not responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site. We provide these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by AirPod of the linked website, nor does it imply that the linked website recommends, approves of, or endorses AirPod.

Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. You further acknowledge and agree that

AirPod shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource.

## **7. AVAILABILITY AND CHANGES TO THE WEBSITE**

The Website availability and functionality depends on various factors, such as communication networks. AirPod does not warrant or guarantee that the Website will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

AirPod reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Website (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Website may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that AirPod shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein. You hereby agree that AirPod is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

## **8. LIABILITY DISCLAIMER**

Except as expressly provided in these Terms of Use, we make no representations and we disclaim any and all warranties of any kind, expressed or implied, to the fullest extent permissible under applicable law about the suitability, reliability, availability, timeliness and accuracy of the Information, Content, Third Party links made available on our Website for any purpose. Our Website, Information, Content and related graphics are provided on “as is” basis, without warranty of any kind. TO THE EXTENT LEGALLY PERMISSIBLE, THE WEBSITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” BASIS. AIRPOD WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR THE CONTENT AVAILABLE THEREIN.

The information we place on the Website may include inaccuracies or typographical errors. To the maximum extent permitted by applicable law, in no event shall we be liable for any direct, indirect, punitive, incidental, special, consequential damages, loss of use, data, profits, goodwill or reputation, personal injury or expense of any nature, arising out of or in connection with (i) your access and use of the Website (ii) your inability to use the Website (iii) any information or Content contained on the Website (iv) any your information or material transmitted over the Website; whether based on contract, tort, negligence, strict liability or otherwise.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages; therefore, the above limitation does not apply to users in such jurisdiction. If you are not satisfied with the Website or if you do not agree to these Terms, your only and exclusive remedy is to stop accessing/using our Website.

## **9. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you indemnify and release AirPod and other AirPod Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of your use of the Website and the acts or omissions of any third parties. You expressly waive any rights you may have under any relevant law or legal principle that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release

## **10. CHANGES TO THESE TERMS**

We reserve the right, at our sole discretion, to modify or replace the Terms of Use at any time, without notice to you. It is your responsibility to review these Terms of Use periodically. If you have any questions about these Terms of Use, please contact us at [info@air-pod.io](mailto:info@air-pod.io).

If at any time you find these Terms unacceptable or if you do not agree to these Terms, please do not use this Website. Your continued accessing or use of this Website or viewing any Content following our revision of the Terms will confirm your acceptance of these terms as modified, changed, supplemented or updated by us.

## **11. TERMINATION AND RIGHT TO REFUSE**

AirPod reserves the right to refuse the access to Website to anyone at any time. We may cease providing you with all or part of access to Website at any time for any reason, including, but not limited to, if we reasonably believe that: (i) you have violated our Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Website to you is no longer commercially or socially viable.

We will make reasonable efforts to notify you about the termination through the e-mail address provided by you the next time you contact us.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

Any dispute between the parties will be governed by these Terms in accordance with the laws of the United Kingdom, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

All disputes or claims arising out of or in connection with these Terms, including but not limited to its breach, termination, validity, nullity or any other disputes or claims arising out of or in connection with these Terms, Website, Products, the Services or any other matter shall be settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English. The arbitration will be conducted confidentially.

## **13. MISCELLANEOUS INDEPENDENT CONTRACTORS**

**Entire Agreement.** These Terms together with Website Privacy Policy and any other legal notice published on our Website govern our relationship with you and concluded agreement for the use of Website.

**No Waiver.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future.

**Force Majeure.** AirPod shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**Severability.** If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

**Assignment.** We may transfer, assign or delegate the Terms and its rights and obligations without consent.

#### **14. CONTACT, FEEDBACK AND COMPLAINTS**

If you need to contact us in relations to these Terms of Use, Privacy Policy or any other legal documents, please email us to: [info@air-pod.io](mailto:info@air-pod.io). You agree that AirPod may use your feedback for any improvements/changes to our Website and Terms, without any restrictions and payment to you.

**YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS TERMS OF USE AND YOU UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN AND. BY USING OUR WEBSITE YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS OF USE AND GRANT US THE RIGHTS SET FORTH HEREIN.**

©AirPod (July, 2018)