

# AIRPOD

## GENERAL TERMS AND CONDITIONS

### 1. INTRODUCTION

These General Terms and Conditions (“**Terms**”) contains the terms and conditions that govern your use of the APOD token distribution Smart Contract and purchase of the related APOD tokens distributed on the Ethereum blockchain and constitute an agreement between BC TGE Solutions Ltd. (“**AirPod**”, “**we**”, “**us**”, “**our**”) and you (“**you**”, “**token holder**”, “**contributor**” or “**user**”) when you are purchasing APOD tokens from us.

Please read these Terms carefully and make sure you understand everything. By selecting “I agree” and submitting an application form in the KYC Procedure, you acknowledge and agree that you have read these Terms and that you accept and undertake to be legally bound by them. You may not use our Website and the content contained and you may not purchase or attempt to purchase APOD tokens if you are under 18 years old or if you are a citizen, resident, habitant or legal entity Incorporated or under the control of another legal entity in Restricted Use Areas as further described in these Terms. **If you do not agree to any of the specific terms or meet the specific conditions outlined herein, you may not access or use our Website and the content contained, APOD tokens or other Products, and do not participate in the APOD token distribution.**

AIRPOD IS NOT A FINANCIAL INSTITUTION AND IS CURRENTLY NOT UNDER SUPERVISION OF ANY FINANCIAL SUPERVISORY AUTHORITY. AIRPOD AND THE WEBSITE OFFERS THE USE OF ITS PRODUCTS AND ACCESS TO ITS ECOSYSTEM AND DOES NOT PROVIDE INVESTMENT SERVICES (INCL. INVESTMENT ADVICE), FINANCIAL PRODUCTS OR ANY OTHER LICENSED FINANCIAL SERVICES. THE TERMS DO NOT CONSTITUTE A SOLICITATION FOR INVESTMENT OR ANY SECURITY AND SHALL NOT BE CONSIDERED AS ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR TO SUBSCRIBE FOR ANY SECURITIES, NOR AIRPOD PRODUCTS.

WE RESERVE THE RIGHT TO CHANGE, MODIFY AND REPLACE THESE TERMS AT ANY TIME BASED ON OUR SOLE DISCRETION WITHOUT ANY PRIOR NOTICE TO YOU. ANY CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS REGULARLY. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE STOP USING OUR SERVICES AND ACCESSING OUR WEBSITE. YOU WILL BE DEEMED TO HAVE ACCEPTED CHANGES TO THE TERMS, BY CONTINUING TO USE OUR SERVICES AND ACCESS OUR WEBSITE, PLATFORM AND OUR PRODUCTS.

AIRPOD EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF APOD TOKENS OR ANY OTHER PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

### 2. DEFINITIONS

2.1. The following terms used herein shall have the following meaning:

- **“Account”** means a User’s account which is automatically created by submitting a complete KYC Procedure application form and can be used to participate in the APOD token distribution as further described in section 5.
- **“AirPod Materials”** means any content, materials, tools and software contained in Website, Platform, Services, or any other AirPod Products, and the AirPod documents published therein. Any information contained in the AirPod Materials is of descriptive nature only, is not binding and do not by any means form part of these Terms.
- **“AirPod” or “Company”** means BC TGE Solutions Ltd., a company incorporated and registered in United Kingdom with its registered address at The Bristol Office, 2nd Floor 5 High Street, Westbury On Trym, Bristol BS9 3BY, which is the seller of APOD tokens.
- **“APOD token” or “APOD”** means Ethereum based cryptocurrency created and distributed by AirPod as further specified in section 4.
- **“Cryptocurrency”** is a term that may be used to describe any form of decentralized digital currency, including but not limited to Bitcoin, Ether, etc.
- **“Digital Asset”** means any cryptocurrency accepted by AirPod during the token distribution, which is Ether (ETH). Based on its sole discretion, AirPod may amend the list of acceptable Digital Assets.
- **“ERC20”** means a technical standard used for Smart Contracts on the Ethereum blockchain for implementing tokens.
- **“Ether” or “ETH”** means a type of cryptocurrency used within the Ethereum blockchain network.
- **“Ethereum”** means open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality, which facilitates online contractual agreements.
- **“European Economic Area” or “EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- **“Intellectual Property”** shall have the meaning as specified in section 15.2. of these Terms.
- **“KYC Procedure”** shall mean a Know Your Client identification and verification procedure as specified in section 5 of these Terms.
- **“Platform”** shall mean AirPod platform, as specified in section 3 of these Terms.
- **“Platform Terms”** shall mean any applicable terms, conditions and policies relating to the use of the AirPod Platform.
- **“Privacy Policy”** shall mean AirPod’s Privacy Policy for AirPod Crowdsale which fully explains how AirPod uses and protects collected personal data in connection with participation in our crowdsale and KYC process, and which includes our enhanced privacy standards under the applicable regulation, as made available on our Website.
- **“Products”** shall collectively mean the AirPod Platform, APOD tokens and any other product that will be made available through the Website or Platform during the duration of these Terms by AirPod.
- **“Restricted Use Areas”** means areas set out in section 7.1. of these Terms.
- **“Smart Contract”** is a self-executing computer protocol based on the Ethereum blockchain intended to automatically facilitate the transfer of cryptocurrencies or Digital Assets between parties under certain conditions, as well as performance of any other agreement written in the Smart Contract’s code.
- **“Terms”** means these General Terms and Conditions.
- **“Third-party Wallet”** means an ERC20 compatible software solution, enabling users to store their Digital Assets, which is not hosted at the Website or at the Platform and is not controlled by or related to AirPod, and AirPod is not liable for Third-party Wallet or deriving services, whatsoever.

- **“User”** means a natural person and legal entities who accesses the Website and/or Platform or in any way uses AirPod Products and Services or participates in the APOD token distribution.
- **“VAT”** means value added tax of relevant jurisdiction.
- **“Website”** means the following website: <https://air-pod.io/> and any other websites and/or URL which may replace it.

### 3. AIRPOD PROJECT, PLATFORM, PRODUCTS AND SERVICES

**3.1.** The main goal of the AirPod Project is to develop and establish a network of innovative sleeping pod capsules and implement the APOD token as a native cryptocurrency. The Project also includes the development of a software platform, consisting of a web page interface and a software interface for communication between the Website, blockchain networks and the AirPod capsules (**“Platform”**).

**3.2.** The Platform acts as a fundamental infrastructure providing software solution and use of the AirPod’s Products and Services, including AirPod capsules and APOD token, to its users (collectively referred to as **“Products”**). Products also include any other products and services AirPod may provide in the future and which will be at a later stage available to the users by AirPod. The Platform will have a common cryptographic token within the ecosystem, so called APOD token. APOD is a utility token, engagement reward token and subsidized payment method for transactions within the ecosystem, as further specified in section 4 of these Terms.

**3.3.** AirPod Products and Services are unregulated. AirPod is not a financial institution and is currently not under supervision of any financial supervisory authority. AirPod does not provide any licensed financial services, such as investment services, fund management or investment advice. None of the information or analyses presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and AirPod Services, Website and Product do not offer, are not and shall not be construed as investment or financial products. In the event of any regulatory changes would impact AirPod, AirPod reserves the right to amend the operation, Products, Website and its Services.

**3.4.** AirPod is not a provider of (a) exchange services between virtual currency and fiat currency; (b) wallet or custodial services of credentials necessary to access virtual currencies or (c) cryptocurrency mining services.

**3.5.** User expressly agrees and acknowledges that anytime throughout the duration of these Terms, the Products may require material, technical, commercial or any other changes and understands that an upgrade or modification of the APOD tokens may be required. If a user decides not to participate in such upgrade, the user acknowledges and agrees that non-upgraded APOD tokens may lose their functionality in full and that they may no longer use the APOD tokens.

**3.6.** Any potential future use of APOD tokens in connection with the provision or receipt of Products and Services on the AirPod Platform will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the AirPod Platform (**“Platform Terms”**), except if otherwise provided herein. Such Platform Terms will be made available to AirPod Platform and Products users, if and when the AirPod Platform is successfully developed and deployed.

### 4. AIRPOD TOKEN (APOD)

**4.1.** APOD token is an ERC20 standard Ethereum token, which will be generated and distributed by AirPod with the purpose of securing sufficient resources for the development and deployment of the AirPod Products and Services. APOD token is strictly a utility token established for the purpose of utilization the AirPod project. APOD token is expected to be used as a means to access APOD Products and Services and enable the usage of and interaction with the Products and Services, if and to the extent successfully completed and deployed.

**4.2.** Users may be able to acquire APOD tokens through the Platform, whereas AirPod gives no warranties that APOD token will be exchangeable on any exchange or on any specific exchanges or that they shall remain exchangeable on the mentioned exchanges.

**4.3.** APOD tokens does not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to AirPod, nor shall APOD token holders have any influence or rights in the development or governance of AirPod. If you determine that APOD tokens may constitute securities subject to regulation in any country, we strongly advise that you refrain from acquiring them and suggest you immediately notify us.

**4.4.** APOD tokens are not an investment advice, a security nor an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned shall not be understood and interpreted as such. AirPod gives no guarantees as to the value of any of the APOD tokens and explicitly warns users that there is no reason to believe that APOD tokens will increase in value, and they might also decrease in value or lose their value entirely.

**4.5.** Please note that due to regulatory changes, we may decide to amend the intended functionalities of APOD tokens in order to ensure compliance with any legal or regulatory requirements to which AirPod Platform may be or may become subject to. Also, we reserve the right to migrate the ERC-20 based APOD tokens to another protocol and to generate replacement APOD tokens on the new protocol in the future, should we in our sole discretion determine that doing so is necessary or useful for operation of our Services, Products or Platform.

## **5. KYC PROCEDURE**

**5.1.** In order to be eligible to participate in the AirPod token distribution and acquire the APOD tokens, you will need to create an Account by undergoing our mandatory Know Your Client identification and verification procedure (“KYC Procedure”). By submitting the KYC Procedure application form, available on: <https://kyc.air-pod.io/>, you confirm and agree to (a) provide accurate, current and complete information about yourself, (b) maintain and promptly update your information from time to time as necessary, (c) maintain the security of your account and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Website, the APOD tokens, or the information provided to us, and that (e) you do not act on behalf of any third party. You are only allowed to submit the KYC Procedure application once and AirPod will block multiple KYC Procedure applications of the same user.

**5.2.** KYC Procedure is a customer identification process to ensure that each user is appropriately verified. It is not only a legal requirement to assess and monitor risks, to prevent doing business with a money launderer, terrorist or other criminal, even more importantly, KYC is a fundamental practice to protect a project and its supporters from fraud and losses due to illegal funds and transactions. You acknowledge and agree that to ensure the safety of the users’ accounts, to counteract money laundering and to enforce is internal security policy, AirPod shall use internal and external controls, and programs for such control to be maintained. AirPod, through these

programs and controls, shall collect and store certain information about the users and their transactions, while managing their personal data in compliance with our Privacy Policy.

**5.3.** In the KYC application, you will be required to provide us with the following information: first name, last name, address of your permanent residence, nationality, mobile phone number, email address, personal document issued by a governmental authority (“ID”) number, ID document type, ID document issue date, and ID document expiration date. You will also be required to upload a copy of your ID. AirPod will also ask you to provide your ERC20 compatible Digital Assets wallet address, which you will be obliged to use when making a contribution during the crowdsale, and where you will receive the successfully acquired APOD tokens.

**5.4.** Once you have provided us with all the above personal Information and other required information we, together with our external compliance partner, will process your KYC application. We will strive to perform KYC check within a reasonable time (presumably but not necessarily within 72 hours), whereas sometimes the process may last longer. After successfully completing the KYC Procedure, you will receive a confirmation email. **ONLY AUTHORIZED USERS HAVE A RIGHT TO PURCHASE APOD TOKENS ON THE TERMS PROVIDED HEREIN, AND ONLY AUTHORIZED USERS MAY BECOME ENTITLED TO RECEIVE APOD TOKENS.** You understand and accept that purchase of APOD tokens will not be possible from a public Ethereum wallet address that has not been previously registered according to the procedure defined herein.

**5.5.** If your proposed purchase is flagged through our internal controls, AirPod may require additional identification information depending in case of any suspicious activity that may be indicative of illegal activity. You accept and agree that in cases where AirPod has valid reasons to believe that your purchase of APOD tokens is used for money laundering or for any other illegal activity, or that you have concealed or reported false identification information and other details, and also if there is a valid reason to believe that the transactions effected via your Account were affected in breach of these Terms, AirPod shall be entitled to require you to provide any additional information and documents to clarify the circumstances. You consent that you will disclose such information and documents to us in order to comply with applicable laws, regulations, rules, standards or agreements. You acknowledge that transactions may be frozen until the documents are reviewed by us and accepted as satisfying the requirements of the legislation for counteracting laundering of incomes from criminal activities and financing of terrorism.

**5.6.** AirPod can request from you any additional identifying information and support documents at any time at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. By agreeing to these Terms, you acknowledge and agree that we maintain verification levels that require user participation and verification to obtain, with levelled permissions based on user-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve your desired level of verification, and we reserve the right in our sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice and to not verify the user at all. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect your right to purchase APOD tokens, and you indemnify AirPod against any losses associated with an inability to purchase APOD tokens based on your verification level. You accept and agree that in cases where we have valid reasons to believe that your purchase of APOD tokens might be used for money laundering, the financing of terrorism or for any other illegal activity, or that you have concealed or reported false identification information and other details, we can reject your KYC Procedure application at our sole discretion and refuse to distribute APOD tokens to you. In highly unlikely cases, where you

would be initially approved in the KYC Procedure and we would later on realize that you are from Restricted Use Areas (newly added or existing), we will, if reasonably possible, return Digital Assets paid by you to your address and we shall not issue/you will not be entitled to retain APOD tokens. You expressly agree and acknowledge that this might occur, and you hereby indemnify AirPod against any losses associated with such event and your inability to purchase APOD tokens.

**5.7.** You acknowledge and accept that AirPod may store your information for an extended period after being collected, if required by law. Please also review our Privacy Policy and any other privacy notices we may provide that govern the collection and use of the information submitted, as well as your rights that concern the protection of your personal data.

## **6. APOD TOKEN SALE AND DISTRIBUTION**

**6.1.** AirPod intends to create a total of 250,000,000 APOD tokens (“Total Cap”) during the token distribution, and AirPod shall not create additional APOD tokens at any time after the initial token release. APOD tokens are projected to be distributed in the following manner:

- 200,000,000 APOD tokens (80%) shall be made available to contributors in two phases – the Pre-Sale Phase and the Crowdsale Phase (as described in section 6.2.) – to secure contributions (funds) for future product development, operations and expansion;
- 30,000,000 APOD tokens (12%) shall belong to the AirPod founders;
- 9,000,000 APOD tokens (3.6%) shall belong to our supporters and contractors;
- up to 5,000,000 APOD tokens (2%) shall be distributed as a part of AirPod bounty campaign;
- 3,000,000 APOD tokens (1.2%) shall belong to our advisors and ambassadors;
- 2,000,000 APOD tokens (0.8%) is intended for the distribution within our Air Drop campaign;
- 1,000,000 APOD tokens (0.4%) shall serve as the AirPod company reserve/liquidity pool.

**6.2. APOD token sale phases.** AirPod will sell APOD tokens in two phases, as follows:

- **(i) Pre-sale Phase.** AirPod shall offer up to 140,000,000 APOD tokens to the users, enlisted on the Pre-sale List, in Pre-sale Phase. Pre-sale Phase is expected to start on 29th May 2018 and end when all APOD tokens offered through Pre-sale Phase shall be acquired from users. In the Pre-Sale Phase, a minimum investment is 0.1 ETH, while the maximum investment is 300 ETH.
- **(ii) Crowdsale Phase.** Any APOD tokens not acquired in the Pre-Sale Phase, together with 60,000,000 additional APOD tokens, shall be made available to all interested participants in the Crowdsale Phase. Crowdsale Phase is expected to start on 1 February 2019 and end (1) when the Maximum Threshold is raised, or (2) when all APOD tokens offered through the Crowdsale Phase shall be acquired by users; whichever is sooner.

**6.3.** While the base price for APOD token is set at 0.10 USD, users can only pay for APOD tokens in acceptable Digital Assets, namely in Ether (ETH). AirPod does not accept contributions in fiat currency and reserves the right to amend acceptable Digital Asset at any time, based on its sole discretion.

**6.4.** The ETH/USD exchange rate applicable for the APOD token distribution will be fixed on the opening day of the Crowdsale Phase and announced on the Website by AirPod.

**6.5.** Minimum Threshold (Soft Cap) and Maximum Threshold (Hard Cap).

- **(i) Minimum Threshold (Soft Cap)** will be considered reached at the moment when ETH in the real money value of 2,700,000 USD are paid in (whereas the ETH/USD exchange rate as defined in section 6.4. shall apply) and under the condition that on the last day of the Crowdsale Phase the real money value of collected ETH is at least 2,700,000 USD (according to the ETH/USD daily exchange rate established on <https://etherscan.io/chart/etherprice>).
- **(ii) Maximum Threshold (Hard Cap)** is limited to the ETH in the real money value of 20,000,000 USD, whereas the ETH/USD exchange rate as defined in section 6.4. shall apply. Users will be able to acquire APOD tokens until Maximum Threshold has been reached, or until all 200,000,000 APOD tokens made available to contributors are acquired, or until the last day of Crowdsale Phase (whichever is sooner).

## 6.6. APOD Distribution

- **(i) Execution of distribution.** In order to participate in the APOD token distribution and acquire APOD tokens, users are required to transfer the desired amount of ETH to the APOD token distribution Smart Contract address, which was provided to them by the AirPod, from an ERC20 compatible Digital Assets wallet address, which shall match the wallet address previously provided in the course of contributor's registration on the Website. In exchange, the contributors shall receive the amount of APOD tokens which equals to the amount of the ETH the user transferred multiplied by the ETH/USD exchange rate (as defined in section 6.4.) and divided by base price per one APOD token (as defined in section 6.3.) In addition to this amount the users might be entitled to an additional bonus. APOD tokens will be distributed in a reasonable timeframe following the end of the Crowdsale Phase, once after all KYC checks has been successfully conducted.
- **(ii) Locking period.** To increase the security of the APOD distribution, APOD tokens will be locked (non-transferable) after the distribution to the contributors and shall be unlocked and become transferable one day before the exchange listing.
- **(iii) Allocation of funds.** In the event that Maximum Threshold is achieved, the ETH raised from the APOD tokens' distribution shall be presumably, but not necessarily, used as follows: (a) 61% of the funds raised shall be used to fund production and distribution; (b) 17% for marketing expenses; (c) 15% for AirPod company operating, administrative and other unforeseen expenses; (d) 5% for DApp Platform development; and (e) 2% for legal and compliance expenses.
- **(iv) Unsuccessful distribution.** In the event that Minimum Threshold has not been achieved until the end of the Crowdsale Phase, the AirPod smart contract will not distribute APOD tokens and will instead return all paid in ETH, reduced by the amount of any transaction fees, to the contributors, within reasonable timeframe following the end date of Crowdsale Phase. ETHs shall be returned to the Digital Assets wallet addresses from where the contribution has been made by the contributors. In this event, contributors shall not have any right to receive any APOD tokens.
- **(v) Distribution Channel.** APOD tokens will be distributed through the APOD distribution Smart Contract created on the Ethereum network, which is the only official APOD distribution channel. The address of the APOD distribution Smart Contract shall be announced solely and exclusively by the AirPod through the Website. Website is the only official and authorized website. Every user needs to ensure that they are using hypertext transport protocol secure connection ("https") and that domain name is correct, when acquiring APOD tokens with ETHs. No third-party provider has been allowed, authorized or endorsed by AirPod for the distribution of APOD tokens.

**6.7.** Early contributors might be rewarded with a bonus according to the bonus schedule as specified by AirPod in the AirPod Materials.

**6.8.** To avoid risks related to volatility (edging) AirPod may manage the funds received through APOD token distribution, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on AirPod sole discretion. You expressly agree to any measure AirPod may apply trying to avoid and/or minimize risks related to volatility.

**6.9.** AirPod reserves the right to change the terms, dates and times of APOD token sale and distribution based on its sole discretion, due to organizational or technical reasons.

## **7. ELIGIBILITY**

**7.1.** Our Services, Website and Product are not directed or allowed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Product, Services or Website is or may be prohibited. Due to legal restrictions you are not allowed to access our Website, Services or Product if you are a located in, under the control of, resident, habitant or citizen of the United States of America, of China or a legal entity based, domiciled, under the control of, located, incorporated or in any other way considered to be a U.S. entity, Chinese entity under applicable legislation or if you are a resident, citizen or are located in any other jurisdiction in which applicable laws prohibit you to access our Website, Services and Platform (“**Restricted Use Areas**”). AIRPOD EXPLICITLY PROHIBITS PERSONS OR ENTITIES IN RESTRICTED USE AREAS TO USE ITS WEBSITE, SERVICES AND PRODUCTS AND AIRPOD SHALL NOT BE HELD LIABLE FOR ANY LEGAL OR MONETARY CONSEQUENCE ARISING OF SUCH USE. BY ACCESSING OR USING THE SERVICE, PRODUCT AND/OR WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. PLEASE NOT THAT RESTRICTED USE AREAS MAY CHANGE BEFORE/DURING/UNTIL THE END OF THE CROWDSALE. IN SUCH EVENT (IF RESTRICTED USE ARE SHALL CHANGE UNTIL THE END OF THE CROWDSALE, WE RESERVE THE RIGHT TO RETURN TO YOU ALL DIGITAL ASSET SEND TO US AND WE SHALL NOT ISSUE/UNLOCK APOD TOKENS).

**7.2.** You must be at least 18 years old to use our Services, Product and our Website. By using our Services, Product and accessing our Website you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our Services (d) that you are not located in, under the control of, habitant a national or resident or located in or under control of Restricted Use Areas (e) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC) (f) you are not located in, under the control of, resident, habitant or citizen of Restricted Use Areas;

**7.3.** If you are using the Services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and not in Restricted Use Areas; (b) you are duly authorized by such legal entity to act on its behalf (c) you are not incorporated, under control of or in any other way considered to be to be U.S. entity under applicable legislation in Restricted Use Areas (d) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC) or Restricted Use Areas;



**7.4.** You acknowledge and agree that you are NOT purchasing APOD tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or any other financial purposes. You represent and warrant that the execution and delivery of, and performance under, these Terms require no approval or other action from any governmental authority or person other than You. AirPod shall have the right to implement necessary measures to monitor compliance of this section.

## **8. NON-REFUNDABLE CONTRIBUTIONS AND REFUSAL OF CONTRIBUTION REQUESTS**

**8.1.** All contributions to AirPod in exchange for APOD tokens are final and non-refundable, and there are no cancellations except as set forth herein or as may be required by applicable law or regulation. You expressly agree and acknowledge that AirPod is not required to provide any refund and that you understand that APOD token is not a consumer product and is therefore not covered by consumer protection regulation in any jurisdiction. You are solely responsible for sending your Digital Assets to the correct APOD distribution Smart Contract address and to send them from an ERC20 compatible Digital Assets wallet which is not a cryptocurrency exchange wallet. AirPod is not responsible for any Digital Assets you send from such address and you acknowledge you may lose your payments made from these addresses and in these circumstances AirPod shall not provide any refund to you.

**8.2.** We reserve the right to refuse or cancel APOD token contribution requests at any time in our sole discretion. To the greatest extent legally possible, you hereby waive any statutory or contractual right to withdraw from, or to rescind, these Terms. To the extent the AirPod, in its sole discretion, decides to make a refund, any refunds will be made in ETH to the Digital Assets wallet address from where the contribution has been transferred. We are not responsible for any delays, losses, costs, non-delivery of refunds or of APOD tokens, or other issues arising from the failure to provide, or by providing an inaccurate, incomplete or incompliant Digital Assets' wallet address in the KYC Application.

## **9. DISCLAIMER OF WARRANTIES**

**9.1.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR SERVICE, WEBSITE, PRODUCT ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IS GIVEN IN CONJUNCTION TO WEBSITE, SERVICES, PRODUCT, ANY SOFTWARE OR TOOLS CONTAINED IN WEBSITE, PRODUCT AND SERVICES AND IN GENERAL.

**9.2.** AIRPOD DOES NOT WARRANT THAT THE SERVICE, PRODUCT OR WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED IN REASONABLE TIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE, PLATFORM AND WEBSITE IS AT YOUR SOLE RISK.

**9.3.** While every effort is made to ensure that information contained in the Website or Product is correct, AirPod disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website and/or Product.

**9.4.** AirPod does not guarantee the confidentiality or privacy of any communication or information transmitted through Services, on the Website or Product or any site linked to the Website. We will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our Services, the Website or Platform. AirPod does not guarantee that the APOD tokens shall be listed on any exchanges.

**9.5.** AirPod shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from AirPod. Always log into your AirPod through the Website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.

## **10. RISK DISCLOSURE**

**10.1.** It is your obligation to peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated herein before deciding to access our Website and using our Services our Product. If you access and/or use our Website, Service and Product you are accepting all the risks outlined in these Terms and other risks, not specified herein.

- **(a) Legal Risk concerning Security Regulation.** There is a risk that in some jurisdictions APODs might be considered to be a security, now or in the future. AirPod does not give warranties or guarantees that APOD tokens are not a security in any jurisdiction. Each APOD token holder shall bear its own legal or financial consequences of APOD tokens being considered a security in their respective jurisdiction.

The legal ability of AirPod to provide APOD tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that APOD tokens are not legal in certain jurisdiction, AirPod will based on its sole discretion either (a) cease operations in that jurisdiction, or (b) adjust APOD tokens in a way to comply with the regulation should that be possible and viable.

It is your obligation to check if acquisition and disposal of APOD tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use APOD tokens should their use not be legal in the relevant jurisdiction.

- **(b) Risk of malfunction of blockchain.** Nobody can guarantee the Ethereum source code used by AirPod will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of AirPod and consequently bring adverse impact on the value of AirPod. Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.
- **(c) Update of the Source Code.** The Ethereum source code could be updated, amended, altered or modified from time to time by the developers and/or the community of

Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects APOD and/or AirPod operation or market value.

- **(d) Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based Digital Assets, Products and Website including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that AirPod shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Services, Website, Product howsoever caused.
- **(e) Cryptography risks.** You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including our Product. This could result in the theft, loss, disappearance, destruction or devaluation of the Product. To a reasonable extent, AirPod will be prepared to take proactive or remedial steps to update the protocol underlying AirPod in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit the AirPod accurately guide the development of AirPod to take into account such unforeseeable changes in the domains of cryptography or security.
- **(f) Development Failure or Abortion.** AirPod is still in the process of development rather than a finished product ready to launch. Due to the technological complexity and difficulty that may be uncertain, unforeseeable and/or insurmountable, the development could fail or abort at any time for any reason.
- **(g) Forking.** Ethereum is an open source project and supported by the community. The developers of AirPod do not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of APODs and in the worst case scenario, could ruin the sustainability of AirPod. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.
- **(h) Risk of unfavourable regulatory action in one or more jurisdictions.** Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. APOD tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of APOD tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.
- **(i) Risk of theft and hacking.** Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of APOD tokens in any

number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

- **(j) Risk of mining attacks.** Ethereum blockchain, which is used for the APOD tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which APOD tokens interact with. Any successful attacks present a risk to the APOD tokens.
- **(k) Risk of loss of value and uninsured losses.** Value of APOD tokens may fluctuate and you may suffer loss in value of such acquired APOD tokens. In addition to loss of value risk, APOD tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.
- **(l) Unanticipated risks.** Cryptocurrencies and blockchain technologies are new and untested technology and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.

**10.2.** You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our Services, Website, Ecosystem and Product and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

## **11. YOUR WARRANTIES**

**11.1.** You represent and warrant, that you are acquiring APOD tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you: (i) do not consider APOD tokens as security; (ii) understand that APOD tokens may lose all their value; (iii) that you are not acquiring APOD tokens as an investment; (iv) are aware of all other risks deriving from holding APOD tokens as specified but not limited to section 10 of these Terms and you accept them.

**11.2.** In addition to any other representations and warranties contained within these Terms, you further represent and warrant that you:

- have read and agree to these Terms;
- shall promptly provide to us, upon request, any additional information which we may consider necessary in providing Services to you, Product or using the Website;
- shall not use the Website, Service and Product for any illegal purpose or in any other manner inconsistent with these Terms;
- will use the Services, Website and Product in accordance with these Terms and with any applicable law and regulation;
- are solely responsible for any conduct carried through your account while using the Services, Website and Product;
- shall not violate or attempt to violate the security of the Website; Services and Product and you will not hack into, interfere with, disrupt, disable, over-burden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the Website, Services and Product;
- shall not use our Services, Website and Product in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, Website and Product or that could damage, disable, overburden or impair the functioning of our Services, Website and Product in any manner;

- shall not use our Services, Website and Product to pay for, support or otherwise engage in any illegal activities; including but not limited to: gambling, fraud; money-laundering; or terrorist activities; or other illegal activities;
- shall not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services, Website and Product or to extract data;
- shall not use or attempt to use another user's account without authorization;
- shall not attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services, Website and Product that you are not authorized to access;
- shall not operate as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveller's checks, and escrow services;
- shall not provide false, inaccurate, or misleading information; and
- shall not encourage or induce any third party to engage in any of the activities prohibited under this section.

## **12. TAXES**

**12.1.** You are solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the APOD tokens, use of Services, Website, Platform or any other AirPod product. AirPod is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Product, Website or Service. AirPod makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.

**12.2.** All fees and charges payable by you to AirPod are exclusive of any taxes and if certain taxes shall be applicable, they shall be added on top of applicable amount. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## **13. LIMITATION OF LIABILITY**

**13.1.** AIRPOD, ITS AFFILIATES, ENTITIES INCLUDED IN THE ECOSYSTEM, LICENSORS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS OR AGENTS TOTAL LIABILITY ARISING OUT OF THESE TERMS, WEBSITE, SERVICE, PRODUCT OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL EXCEED 5,00 USD PER USER. IN NO EVENT SHALL AIRPOD ITS AFFILIATES, ENTITIES INCLUDED IN THE ECOSYSTEM, LICENSORS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM AIRPOD, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF

PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, LOSS OF APODS, SUSPENSION OF ETHEREUM NETWORK COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO AIRPOD'S RECORDS, PRODUCT, WEBSITE OR SERVICES. IN ADDITION TO THE ABOVE, AIRPOD SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, TRADING LOSSES, LOSS IN VALUE, OR ANY OTHER LOSS. THIS APPLIES EVEN IF SUCH DAMAGES ARE FORESEEABLE.

**13.2.** EACH PARTY ACKNOWLEDGES THAT THE FEES PAYABLE HEREUNDER REFLECTS THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

#### **14. INDEMNIFICATION**

**14.1.** You will defend, indemnify and hold AirPod, its affiliates, entities included in the ecosystem and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from (a) your use of our Services, Website, Product (b) your breach of these Terms or any other liabilities arising out of your use of the Services, Website and Product or the use by any other person accessing the Website, Service or Product using your computer and/or your Personal Information (c) your violation of any rights of any other person or entity in connection with these Terms (d) third-party claims concerning these Terms or your thereof. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves AirPod as a result of these Terms. AirPod may participate with counsel of its own choosing in any proceedings describing above. If AirPod will be required to respond to compulsory legal order, you will reimburse AirPod for reasonable attorney and contractors fees for their time and material spent responding to obligatory legal orders. You will not agree to any settlement which imposes any obligation or liability for AirPod without AirPod prior written consent.

#### **15. INTELLECTUAL PROPERTY RIGHTS**

**15.1.** AirPod reserves all rights, titles and interest to the Services, Products, Website, and other Intellectual Property. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content, software, tools and other materials contained on our Website, Product and Services, (collectively, "**AirPod Materials**") are the property of AirPod, our licensors or suppliers and you hereby agree to comply with all proprietary notices contained in AirPod Materials and these Terms.

**15.2.** In these Terms, Intellectual Property means all intellectual property rights and other similar proprietary rights in any jurisdiction, registered and unregistered, including, without limitation: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, the entire goodwill associated with the foregoing and registrations of, and applications to register, the foregoing; (ii) inventions, discoveries and improvements, whether patentable or not; (iii) patents, applications, provisional applications for patents, inventors' certificates and invention disclosures; (iv) non-public information, ideas, trade secrets and confidential information and rights to limit the use or disclosure thereof by any person; (v) copyrightable works, including writings, databases, computer software programs and documentation; (vi) copyrights, registrations or applications for registration of copyrights, and any renewals or extensions thereof; and (vii) moral rights.

**15.3.** Under no circumstances will these Terms be construed as granting, by implication, estoppel

or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these Terms. You agree that AirPod's Intellectual Property may be used only as provided in these Terms. All rights not expressly granted herein are reserved.

**16.4.** We hereby grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Website, Products and our Services for your personal use and strictly in accordance with these Terms. Such license is subject to these Terms and does not permit (a) any resale of the AirPod Materials; (b) the distribution, public performance or public display of any AirPod Materials; (c) modifying or otherwise making any derivative uses of the AirPod Materials, or any portion thereof; or (d) any use of the AirPod Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services, Website and/or Product.

## **16. LINKS TO OTHER WEBSITES**

**16.1.** Our Services, Website and/or Product may include links to third party websites, third party wallet providers or other service providers ("**Third Party Sites**"). If you use any links made available through our Services, Website or Product to reach other websites not maintained by AirPod you will leave our Services, Website and Product. The linked sites are not under the control of AirPod and AirPod is 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.

**16.2.** AirPod shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through Third Party Sites. AirPod provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by AirPod of Third Party Sites, nor does it imply that the linked Third Party Sites recommends, approves of, or endorses AirPod.

## **17. FEEDBACK**

**17.1.** In connection with your use of our Service, Website and Product you may provide us with your Feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials You provide to us, whether by email, posting through our Website, Product, Services or otherwise. You waive any rights you may have to the Feedback (including any copyrights to the extent permitted by law). And Feedback you provide to us is non-confidential, non-proprietary and is not subject to a third party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such Feedback. We have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

## **18.TERM AND TERMINATION**

**18.1.** This agreement is entered into for unlimited duration.

**18.2.** We reserve the right to terminate and/or suspend your access to our Services/Website, without giving you prior written notice and delete all related information and files related to your

use of our Services, Product, Website, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

## **19. NOTICES**

**19.1.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "**Communications**") that AirPod provides in connection with your use of AirPod Website, Product and Services. You acknowledge and agree that AirPod may provide these Communications to you by posting them on its Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and Communication via our Website will be effective upon posting. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

**19.2. Updating Contact Information.** It is your responsibility to keep your email address with AirPod up to date so that AirPod can communicate with you electronically. You understand and agree that if AirPod sends you an electronic Communication, but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, AirPod will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add AirPod to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into or Website by sending such information to: [info@air-pod.io](mailto:info@air-pod.io).

**19.3.** You may contact us by sending email to: [info@air-pod.io](mailto:info@air-pod.io) for general questions. All legal notices (including legal disputes) must be sent in writing to the following address: BC TGE Solutions Ltd., The Bristol Office, 2nd Floor 5 High Street, Westbury On Trym, Bristol BS9 3BY, United Kingdom, by certified or registered mail or postage prepaid, return receipt requested and addressed to the authorized representative of the relevant Party. All given notices must be in English language.

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

**20.1.** 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. You agree and warrant that you will not commence against the other a class action, class arbitration or representative action or proceeding.

**20.2.** 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.

**20.3.** Prior to filling any claims, you agree to file such claim, notification of any dispute or request to AirPod within thirty (30) days of when it arises as the attempt of informal resolution of dispute.



Notice to AirPod shall be sent to: info@air-pod.io. If dispute between you and AirPod is not resolved within thirty (30) days, following the receipt of your request, you are entitled to file a claim in accordance with previous section. Claims filled contrary to the provision set out in this paragraph shall be rejected as premature.

## 21. MISCELLANEOUS

**21.1. Entire Agreement.** These Terms, together with Privacy Policy, represent the entire agreement and supersede all prior and contemporaneous understandings between you and AirPod regarding the subject matter, especially regarding the purchase of APOD tokens. In the event of any conflict between these Terms and any other agreement you may have with AirPod, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

**21.2. Assignment.** These Terms shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from AirPod, including by operation of law or in connection with any change of control. AirPod may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.

**21.3. Force Majeure Events.** AirPod shall not be liable for (1) any inaccuracy, error, delays or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond AirPod reasonable control (each, a "Force Majeure Event").

**21.4. Waiver.** AirPod failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

**21.5. Severability.** If any provision of these Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of the Terms shall remain in full force and effect to the greatest extent permitted by law. Any invalid or unenforceable portion will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid provision of the Terms will be severed from these Term and the rest of the Terms will remain in full force and effect.

**21.6. Press Releases.** Any publicity, press release or other promotion that you wish to distribute that refers to AirPod, shall be subject to AirPod prior written approval.

**21.7. Advice of Counsel.** You acknowledge and warrant that by executing these Terms and accessing our Service, Website and/or Platform, you had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of these Terms.

**21.8. Survival.** Sections Eligibility, Risk Disclosure, Feedback, Intellectual Property, Links to other Websites, Disclaimer of Warranties, Limitation of Liability, Indemnity, Governing Law and Dispute Resolution and this section (Miscellaneous) shall survive any termination or expiration of these Terms.

**21.9.** If you need to contact us in relation to these Terms, please email us to [info@air-pod.io](mailto:info@air-pod.io).