

Terms & Conditions of Usage - ExoLover Platform

Thank you for selecting the ExoLover Mobile App or Web Version offered by Exolover Pty Ltd ACN 608 599 131 and/or its subsidiaries and affiliates (referred hereinafter to as "ExoLover", "we", "our", or "us").

Acceptance of the Terms of Service

By using the ExoLover Mobile App or Web Version (jointly hereinafter referred to as the **Platform**), or any content, functionality and services offered on, and/or through the Platform as a registered **User** (hereinafter referred to as the User or **You**), or by clicking to accept and/or agree to the Terms of Service when this option is made available to You.

You signify your agreement to these Terms of Service and our Privacy Policy, found at <https://exolover.io> and incorporated herein by reference. These Terms of Service apply to all Users.

If you do not agree to any of these Terms of Service and/or our Privacy Policy, please do not access the Platform.

You consent to entering into these Terms of Service electronically, and to the storage of records related to these Terms of Service in electronic format.

Ability to Accept the Terms of Service

You affirm that you are at least 18 years of age, or the age of majority in the jurisdiction you are accessing the Platform from, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and agree to abide by and comply with these Terms of Service.

You also represent and warrant that the jurisdiction from which you access the Platform does not prohibit the receiving or viewing of sexually explicit content.

If you are under 18 or the applicable age of majority in the jurisdiction you intend to access the Platform from, please do not enter and/or use the Platform.

Changes to the Terms of Service

We reserve the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes which may occur from time to time.

Your use of the Platform following any amendment of these Terms of Service will signify your consent to and acceptance of its revised terms.

The updated version of the Terms of Service supersedes any prior versions immediately upon being posted on the Platform, and the prior version(s) shall have no continuing legal effect.

You should periodically review the most up-to-date version of the Terms of Service at <https://exolover.io>.

About Our Platform

The Platform provides Users the possibility to have anonymous online sexual activity with a stranger in a protected environment and facilitates the joint viewing of selected adult-oriented

content, and the exchange of emotions and the ability to receive simulated physical sensations of the partner's heart rate and the chance to use sex toys that mimic what is being viewed.

The Platform contains videos, recordings, materials, texts, messages, files, data, information, images, photos, code or content of any kind and other materials which have been uploaded by content providers and/or third parties.

For access to the Platform each user must have his own account with a built-in wallet which is created upon registration.

The Platform may contain links to third party sites that are not owned and/or controlled by the Platform or its operator. The Platform has no control over and assumes no responsibility for the content, privacy policies, or practices of any third party's site. In addition, the Platform will not and cannot censor and/or edit the content of any third-party's site, which is and remains their responsibility. Accordingly, we encourage you to be aware when you leave the Platform you should read the terms, conditions, and privacy policies of each site which you visit after leaving the Platform.

The Platform is for adult-oriented content. We may, in our sole discretion and at any time, remove any content from the Platform. You understand and acknowledge that when using the Platform, you will be exposed to content from a variety of sources, and that the Platform is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content.

You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, and/or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Platform with respect thereto, and agree to indemnify and hold the Platform, its operator, its parent corporation, its respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of the Platform.

Communication Preferences

By using the Platform, you expressly and specifically consent to receiving from us electronic communications relating to your account. These communications may involve posting communications to your mobile App or your account in the Web version on the Platform (for example, through the settings area on the Platform upon login) and may include notices about your account (such as receiving transaction notifications, change in password or PIN and other functional information) and are part of your relationship with us.

You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You also expressly and specifically consent to receiving certain other communications from us, such as notices about new features and content, special offers and events, promotional announcements and customer surveys via the mobile App or your account in the Web version on the Platform.

If you no longer want to receive certain non-transactional communications, you will need to avail yourself of the unsubscribe mechanism set out in the applicable communication.

Privacy policy

The Platform users are anonymous. The Platform does not receive or store user real personal data.

Registration of users on the Platform takes place without the transfer and disclosure of any personal data, which may include name, surname, date of birth, address, email, personal document data, payment and other personal information. When registering and creating an account, the user only receives an identification number, which at that moment is generated in the Ethereum ecosystem in the form of a public address of the Ethereum wallet and becomes the user's personal wallet registered on the Platform. Only the user who received the seed phrase has access to the management of this personal wallet in the Ethereum ecosystem. The Platform does not store private keys from users' Ethereum wallets.

Any information provided by a user in its personal account might be imaginary, fallacious, fabricated, untrue and/or based upon fantasy; hence cannot be relied upon as being true and or indicative of the user true demeanor.

The Platform collects and stores information about user behavior on the Platform. This data is used only to analyze user behavior for security purposes and improve platform services.

When a user uses ExoBeat, the Platform collects and stores the user's heart rate data in his personal account.

The Platform further collects and stores any physical data related to devices connected to the Platform.

Access to the services on the Platform and Platform tokens

To obtain access to the Platform services users should have **Lovers**.

Lover is a game token used for making connections and payments within the Platform only, and cannot be used for any other purpose; nor can it be used for any purpose outside of the Platform.

Users may obtain Lovers in three ways:

Firstly, users automatically receive, without charge, a number of Lovers each month which can be used on the Platform.

Secondly, users may purchase Lovers by using the “Get Lovers” function in their My Wallet. Lovers can be obtain by credit card or PayPal payments which are processed through trusted third-party Internet payment service providers, Coders and/or other payment processors. Lovers obtained from these sources hereby consent to, and agree to, abide by such third-party Internet payment service providers or Coders’ customer terms and conditions, and policies, and understand that the Platform has no control whatsoever on such customer terms and conditions, and policies.

If you cannot agree to such third-party internet payment service providers or Coders’ customer terms and conditions or policies do not purchase Lovers.

Thirdly, users can exchange **EXO** tokens for Lovers by making use of the “Exchange” function in their My Wallet.

EXO tokens are a Utility cryptocurrency token used for transactions and payments inside and outside the Platform.

Purchasing EXO from Exchanges or Peer to Peer

Users may purchase EXO tokens from Exchanges and/or any other trusted sellers at their own discretion and at their own risk.

Users can transfer their EXO tokens from other sources and crypto wallets to the Platform and the Platform and/or any other affiliated operators or parties take no responsibilities for that kind of transactions.

Only EXO tokens transferred to the Platform which have been deposit from a personal wallet registered on the Platform are available for usage to obtain and/or exchange for Lovers.

User status on the Platform

Depending on their activity users may have different statuses on the Platform.

SILVER status is granted at registration.

User receives 3 Lovers each calendar month for Free*.

Access to Connection History: Only Last Connection.

Not possible to see the Rating and other personal data of any partner.

GOLD status is granted once **9 connections** are made monthly.

User receives 5 Lovers each calendar month for Free*.

Access to Connection History: Last 5 Connections.

SILVER + Access to Event Subscriptions.

Visibility of Rating and Number of Acts in Other User Created Rooms.

Exchange EXO to Lovers in My Wallet.

PLATINUM status is granted once **15 connections** are made monthly.

User receives 7 Lovers each calendar month for Free*.

Access to Connection History: Last 10 Connections.

GOLD + Visibility of Preferred Sex Category and Number of Orgasms in Other User Created Rooms.

Transfer EXO to own crypto currency wallet.

DIAMOND status is granted to users achieving results in 3 Events in a monthly period.

User receives 10 Lovers each calendar month for Free*.

Access to Connection History: **Last 50 Connections.**

PLATINUM + Access to 'Invitation Only' Special Event Subscriptions.

DIAMOND status is retained for a 3-months period.

*Unused Free Lovers expire at the end of each month.

**Unused Purchased and Acquired Lovers do not expire except of termination.

Achievement statuses are determined monthly and increase / decrease based upon activity.

The monthly period is calculated from the date of registration.

Terms and Termination

These Terms of Service shall remain in full force and effect while you use the Platform.

The Platform reserves the right at any time and without giving notice to deny access to the Platform to any person for no reason and block and/or delete any user account in cases of user behavior that threatens the security of the Platform or other users.

If the Platform suspends or terminates a user account for any reason, the User is prohibited from registering and creating a new account. In addition to terminating or suspending a user account, the Platform reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and/or seeking injunctive redress.

If a user account remains inactive for 6 consecutive months, it could be terminated without a notice. Any data contained in that account will be lost.

In all cases of termination all EXO tokens remaining in the wallet of the deleted account are sent to the Platform Reward Fund, unused free or purchased Lovers are burned.

DISCLAIMER

THE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PLATFORM AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE PLATFORM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE PLATFORM AND THE PLATFORM WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM. THE PLATFORM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE PLATFORM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.