



## **LEGAL DISCLAIMER**

APW issuance

May 17<sup>th</sup>, 2021

Version 0.2

### **LEGAL NOTICE**

APWine is an online service developed by APWINE SAS, a French simplify joint-stock company with a share capital of €1,000.00, registered in the Trade and Companies Register of Paris (France), under number 890 898 372, domiciled at 66, Avenue des Champs Élysées, 75008 Paris, France.

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## 1. Definitions

<b>APW Token</b>	Refers to the APW tokens issued by the Company — an ERC-20 tokens based on Ethereum.
<b>Company</b>	Refers to APWINE SAS as defined in the Legal Notice above.
<b>Legal Disclaimer</b>	Refers to this legal disclaimer which constitutes a legally binding agreement between the Subscriber and the Company, governing the subscription of APW Tokens by the Subscriber in the context of the Tokens Offering.
<b>Parties</b>	Refers to the Subscriber and the Company.
<b>Subscriber</b>	Refers to any person who subscribes to the Tokens Offering of the APW Tokens from the Third-Party Platform.
<b>Third-Party Platform</b>	Refers to the third-party platform on which the Tokens Offering is available.
<b>Tokens Offering</b>	Refers to the issuance of APW tokens by the Company accessible from the Third-Party Platform.
<b>You</b>	Refers to you as current Subscriber of the Tokens Offering and Party of this Legal Disclaimer.
<b>Website</b>	Refers to all content and services of the Company accessible from the <a href="https://apwine.fi">apwine.fi</a> domain, its linked domain and subdomains.

## 2. Acceptance

1. By subscribing to the Tokens Offering, You accept and agree to this Legal Disclaimer, including its Article 5 "Warnings", without any condition or restriction. If You do not agree to this Disclaimer, do not subscribe to the Tokens Offering made by the Company.
2. You confirm that you have the legal capacity to receive and hold and make use of APW Tokens under French jurisdiction and any other relevant jurisdiction.

## 3. Purpose

3. This Legal Disclaimer is related to the issuance of APW Tokens by the Company on the Third-Party Platform. It only governs the contractual relationship between You and the Company regarding the Tokens Offering and any related contract. This Legal Disclaimer does not, in any way, cover the contractual relationship between You and the Third-Party Platform.

## 4. The Tokens Offering



4. The Company issues APW Tokens on Third-Party Platforms, providing rights to their Subscribers, as defined in the Company's [White Paper](#) available on its [Website](#) (the "Project").
5. **Rights.** Subject to any failure of the Project or any change regarding the rights attached to the APW Tokens, the APW Tokens are intended to confer advantages to their Subscribers, including but not limited to :
  - benefits from the performance fees;
  - benefits from the fees collected on swaps by the Company;
  - voting right on the changes to be made by the DAO that will be realized under the conditions set out on the Company's Website.(hereinafter together referred to as the "**Rights**").
6. You agree that no other governance or financial rights (such as dividends) on the Company will be given to You.
7. For further information on the Tokens Offering, please consult the Company's [Website](#) or contact Company before you subscribe to the Tokens Offering (see Article 9 "Contact" below).

## 5. Warnings

8. This Tokens Offering is a highly risky and hazardous operation and therefore it is only aimed at experienced Subscribers who are used to blockchain technology and cryptocurrency trading.
9. By accepting this Legal Disclaimer, You acknowledge (i) having the necessary knowledge and understanding of the blockchain technology and the tokens, and (ii) comprehended the risks associated with blockchain-based software systems and tokens, as described hereof and in the current Legal Disclaimer.
10. **Economical risks.** You understand that the subscription of APW Tokens can be affected by economical risks, including but not limited to :
  - partial or total loss of the Subscriber's investment;
  - partial or total loss of the value of the APW Tokens;
  - market extreme volatility;
  - absence of liquidity and impossible resale on markets of the APW Tokens;
  - Elon Musk's tweets on the Token or cryptocurrencies.
11. **Technological risks.** You understand that the subscription of APW Tokens can be affected by technological risks, including but not limited to :



- security error or failure allowing and/or resulting in hacking and stealing of Subscriber, Third-Party Platform and/or Website data;
  - stealing or loss of the Subscriber external wallet private key or his access to the Third-Party Platform;
  - risks associated with blockchains used for the Tokens Offering, including but not limited to due to successful attacks from hackers or other criminal groups or organizations or countries, including but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing malware attacks, consensus-based attacks, or phishing, or other new methods that may or may not be known;
  - lack of transparency in crypto asset management and markets.
12. **Legal risks.** You understand that the subscription of APW Tokens can be affected by legal risks, including but not limited to :
- the lack of Tokens Offering regulation and the subsequent lack of any guarantees associated with token sales on regulated markets;
  - if you are not a French citizen, the risk of being legally prohibited or restricted in your country;
  - any amendment of the applicable legislation, regulations, opinions, decisions, injunctions, that may impact the existence, lawfulness or status of cryptographic tokens, the Project, the Tokens Offering or APW Tokens (including their market liquidity and price).
13. **Risks related to the Project.** You understand that the Project can be affected by risks, including but not limited to :
- total or partial economical and/or technical failure of the Project, including but not limited because of its early stage of development;
  - a change in the development strategy of the Project;
  - modification of the rights conferred by the APW Tokens.
14. **Unforeseen risks.** You acknowledge and agree that they are significant other risks that the Company cannot anticipate since cryptographic tokens are a new and untested technology.
15. The Company will not be held responsible for any damage related to the risks mentioned above. By accepting this Legal Disclaimer, You acknowledge having read and understood the Warnings.
16. If You have any questions, please contact the Company as explained in Article 9 “Contact” below and consult the Website.

## 6. Third-Party Platform



17. The APW Tokens are issued through Third-Party Platforms, which thus controls the procedure of the Tokens Offering. You acknowledge knowing and agreeing that therefore the Company shall not be held responsible for any direct or indirect damage resulting from :
- the failure and non-performance of the Tokens Offering on the Third-Party Platform;
  - any error, malfunction or violation of this Legal Disclaimer on the Third-Party Platform;
  - loss of control for any reason whatsoever (loss, hacking, technical failure, etc.) of the Subscriber's login credentials on the Third-Party Platform or on his wallet;
  - temporary or permanent suspension of the Third-Party Platform, for any reason, and especially due to a request from the public authorities, judicial authority or any third part;
  - any failure of the computers and softwares used by the Third-Party Platform;
  - any misunderstanding or misinterpretation of the Tokens Offering on the Third-Party Platform;
  - more generally, everything related to the process of the Tokens Offering itself on the Third-Party Platform, including its legal and technical aspects.

## **7. Subscriber's obligations**

18. By accepting the current Legal Disclaimer, you undertake to:
- comply with the current Legal Disclaimer,
  - act in good faith and not misuse the APW Tokens and your Rights related to it,
  - provide any additional information which may be reasonably required by legal, regulatory and contractual obligations,
  - use APW Tokens in compliance with French law and the law applicable to your jurisdiction.
19. To the fullest extent permitted by applicable law, You undertake to indemnify, defend and hold harmless the Company from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of APW Tokens; (ii) your responsibilities or obligations under this Legal Disclaimer; and (iii) your breach of this Legal Disclaimer.

## **8. Company's liability**

20. Company undertakes to act with the care normally expected from a professional in his professional field and to comply with the professional customs in force. It can only be bound by an obligation of best endeavour.



21. **Limitation.** Subject to any contrary applicable law, the Company's liability may only be incurred if the Subscriber proves that (i) the Company acted wrongfully and intentionally and (ii) exclusively if this behaviour caused him/her a certain, personal and direct damage.
22. **Exclusion.** Subject to any contrary applicable law, the Company should not be liable for any direct or indirect damage resulting from:
- the failure, non-performance or non-implementation of the APW Tokens;
  - the partial or total loss of the value of APW Tokens;
  - any breach of this Legal Disclaimer by the Subscriber or a third-party controlled by the Subscriber;
  - loss of control for any reason whatsoever (loss, hacking, technical failure, etc.) of the Subscriber's login credentials;
  - temporary or permanent suspension of the Project, for any reason whatsoever, including due to a request from the public authorities, judicial authority or any third party;
  - any failure of the computer and software used by the Subscriber;
  - any damage that occurred beyond the control of Company: internet network, failure specific to the Subscriber's equipment, etc.;
  - any risk described in the current Legal Disclaimer.
23. **Force Majeure Event.** The Company shall not be liable for its failure to perform any of its obligations to Subscriber hereunder, during any period in which such performance is delayed by circumstances beyond its reasonable control (hereinafter a "**Force Majeure Event**"). Force majeure refers to the notion of Article 1218 of the French Civil Code and to interpretation given by the French courts. It is expressly agreed that a failure of a blockchain protocol or technology (e.g. a wallet) will be considered as a case of force majeure. If a Force Majeure Event occurs, the Company shall notify the Subscriber as soon as possible of such an event preventing the normal execution of the Tokens Offering.

## 9. Contact

24. If You have any question regarding this Legal Disclaimer, please contact the Company at the following address : [contact@apwine.fi](mailto:contact@apwine.fi).

## 10. Language

25. This Legal Disclaimer may be written in other languages. In the event of a dispute, only the English version shall prevail.

## 11. Applicable law and jurisdiction



26. **Applicable law.** This Legal Disclaimer and any contractual relationship arising from the Tokens Offering are governed by French law solely.
27. **Amicable settlement.** In the event of a dispute arising between Company and the Subscriber agree to seek an amicable settlement prior to any legal action. The Subscriber undertakes to inform Company at the following address: [contact@apwine.fi](mailto:contact@apwine.fi). He shall specify its contact details and provide any information allowing us to appreciate the origin and the implications of the dispute.
28. **Dispute.** No legal action may be brought against Company without prior formal notice by registered letter with acknowledgement of receipt (“LRAR”).
29. **Competent jurisdiction.** Failing to reach an amicable solution to the dispute, the Subscriber and Company irrevocably consent that the competent courts of the Paris Court of Appeal (France), shall have exclusive jurisdiction to resolve any dispute which may arise in connection with this Legal Disclaimer.