

These Terms of Use were last updated on 06 June 2021

## 1. Introduction

Please read these terms carefully. They define your rights and responsibilities when you use the Services, and other important information.

These Terms of Use (“Terms”) set out the conditions on which Lovada Limited (trading as Lovada.art) offers you access to and use of our websites, Smart Contracts, mobile applications, web applications, decentralized applications, API or any other service which Lovada.art operates (collectively ‘Services’). All policies are incorporated into these Terms. You agree to comply with all of the above and all the matters as set out in these Terms when accessing or using our Services. For information regarding the processing of personal data, please see our Privacy Policy.

You are entering into a contract with Lovada Limited, a company incorporated in England and Wales with company number 13267501 and registered address at 64 Nile Street, London, England, N1 7SR (“Lovada.art”, “we, “our” or “us”).

## 2. How you accept these Terms

You accept these Terms in the following ways:

- by clicking or tapping any button or box marked “accept” or “agree” (or a similar term) in connection with the Terms;
- by accessing any of our Services; or
- by accessing our websites and Smart Contracts (as defined in Section 2) (collectively, the “App”).

When you accept these Terms, that means that you agree to be legally bound by them.

Please note that we can change these Terms at our sole discretion and at any time. We do this in accordance with Section 15 below.

If you use our Services or the App, you also confirm that you are at least 18 years old.

If you are a business or organisation and you are using our Services, by accepting these Terms you are confirming to us that you have the legal authority to accept these Terms on that business' behalf. If you do not have that authority, you must not use our Services or the App.

If you do not agree to these Terms, you must not access or use the Services or the App.

### 3. About Lovada.art

Lovada.art is a distributed application, functioning as a marketplace, that runs on the Cardano network, using

specially-developed on-chain code (Smart Contracts) and off-chain code (API) that interacts with the Cardano blockchain to provide an immutable ledger of all transactions that occur on Lovada.art.

Lovada.art does not own, run, maintain, or operate the Cardano network or blockchain, nor are we liable or responsible for the continued running of the Cardano network as a whole.

("Smart Contracts"). Using these Smart Contracts, users can buy, transfer and trade unique digital assets and content backed by a non-fungible token/asset ("NFT") to act as a certificate of ownership.

Lovada.art is not involved in the actual transaction between buyers and sellers on the marketplace. We are an agency platform that facilitates transactions between a buyer and a seller. The contract for the sale is defined directly between buyer and seller, and we do not set the terms of said

contract, or act as a party within said contract. Regardless of the flow of funds into, or out of Lovada controlled Wallets, we do not set the contract of agreement between buyers and sellers.

We have no control over, and do not guarantee the existence, quality, safety or legality of, items advertised; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will ever complete a transaction.

In this regard, you acknowledge, understand, and agree that Lovada.art is a non-custodial software provider that has developed this distributed and decentralized environment where you can autonomously and directly access the App without any involvement whatsoever by Lovada.art or any third party. Lovada does not have custody, ownership, or control over the User submitted Content on the Platform.

App and Service Availability. Lovada shall use commercially reasonable efforts to attempt to provide the App on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time the App may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that Lovada undertakes from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, failure on or congestion of the Cardano blockchain network, hostile network attacks, network congestion or other failures. You acknowledge and agree that Lovada has no control over the availability of this App on a continuous or uninterrupted basis and that Lovada assumes no liability to You or any other party with regard to such, including but not limited to loss of revenue.

You acknowledge and agree that we (or, as applicable, our licensors) own all legal rights, title and interest in and to all elements of the App. The graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organisation, compilation of the content, code, data, and all other elements of the App (collectively, the “Lovada Materials”) are owned by Lovada, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Lovada Materials are the copyrighted property of Lovada or its licensors, and all trademarks, service marks, and trade names contained in the Lovada Materials are proprietary to Lovada or its licensors. Except as expressly set forth herein, your use of the App does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the App, unless it is Content listed by yourself. We reserve all rights in and to

the Lovada Materials not expressly granted to you in the Terms.

## 4. How can I use Lovada.art?

The easiest way to use the App is via a web browser, for example, Google Chrome, Firefox, or Brave Browser.

Once you have installed your browser, a common requirement in order to facilitate transactions is to install a browser extension called [Yoroi](#). Yoroi is a free electronic wallet, allowing you to purchase, store, and engage in transactions using the Cardano cryptocurrency, ADA. Note that we never have access to any private keys or cryptocurrency held in your wallets, and it is your sole responsibility to secure and maintain good security hygiene when operating your wallet.

You will also be able to specify your wallet address(es) upon registration, and be allowed to authorise Transactions

yourself via your chosen wallet. You can use the App without having to link with the Yoroi dApp Connector, though more steps are required for transactions, and you will not have the same level of Service as you cannot interact with Smart Contracts without a dApp Connector extension. At the time of writing, the Yoroi dApp Connector is only in Beta and therefore the only way to interact with the App is through registering and providing your public wallet addresses.

Providing your wallet addresses will only be available in the Presale Phase of the Lovada platform, wherein Smart Contracts will not yet be available and you will be required to authorise payments using your own wallet app.

As per our Privacy Policy, we only store your Cardano addresses for the sake of ensuring that you can afford to pay for items you are bidding on, and to query your existing NFT balances, as required to run our Services.

Transactions that take place on the App are managed and confirmed via the Cardano blockchain. You understand that your Cardano public address may be made publicly visible on your profile, and whenever you engage in a transaction on the App.

Any transactions on the App are facilitated and run by You, Yoroi dApp Connector or any other compatible browser you have chosen. These transactions are governed by the terms and conditions of those other browsers and apps.

Hyperlinks: you are hereby granted a limited, non-exclusive, non-transferable, revocable license to create a text hyperlink to the App for noncommercial purposes, provided that such link does not portray Lovada, our affiliates, or the Services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal materials, or other materials that is offensive, harassing, or otherwise objectionable.

## 5. Your Lovada.art account

You must create an account with Lovada.art to use the Services or the App. We will ask you for certain information for the account to be created. By creating an account, you agree to provide accurate, current and complete account information about yourself, and to maintain and promptly update, as necessary, your account information. For further information on how we use that information, please see our Privacy Policy.

You understand that your Lovada.art account is limited solely to you. You agree that you will not grant access, in any way, to any person without our prior written permission.

You understand that you are solely responsible for maintaining the security of your account and control over any usernames, private keys, or any other authentications or codes that you use to access the Services. Any unauthorised access to your account could result in the loss or theft of

Tokens and/or funds in any linked accounts. You understand and agree that you will not hold us responsible for managing and maintaining the security of your account and your Yoroi dApp Connector, wallet (or other Cardano wallets and accounts). You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorised access to, or use of, your account or your Yoroi dApp Connector wallet (or other Cardano wallets and accounts).

You alone are responsible for monitoring your account. If you notice any unauthorised or suspicious activity in your account, please notify us immediately at [report@lovada.art](mailto:report@lovada.art).

## 6. How you can create unique digital assets

On Lovada.art, users can create limited-edition digital items.

These items include original visual artwork, animations, audio, photographs, videos, and 3D models (the “Content”).

This Content is owned by the user that created them (the “Creator”). When a Creator creates Content, this Content is linked to a token (the “Token”). It is the Token that represents the title of that item, and this is what a buyer will own (you will own the Token as a whole, but the Content which forms part of the Token is owned solely by the Creator). This is explained more in Section 10 below about intellectual property rights.

Users must apply to our “Creator Network” before they can create Tokens. To apply to be a Creator, a user must:

- fill out the appropriate form on the website;
- include details of their social media handles on that form;
- provide an example of original Content;

Not all applications to join the Creator Network are successful and we make no guarantees that an application will be accepted.

If Lovada do not believe that you are the original Creator of the work you are claiming as your own, we may ask you to provide additional supplementary evidence of creation in the form of:

- raw developmental files used to create your work such as .PSD, .C4D, .RAW
- a video recording of yourself performing your practice

You acknowledge that such evidence will be used only as part of your application, and we hold the right to deny access to you at our discretion.

The Tokens can be sold or transferred to other people. When a Token is purchased or transferred by a person, the Cardano

native asset that it represents is automatically transferred to that person's Cardano address.

## 7. What obligations do I have if I am a Creator?

If you are an Creator, you understand and agree that:

- you alone are responsible for the accuracy and content of your Content;
- any Content that violates any of Lovada.art's policies may be delisted by Lovada.art;
- you must respect the intellectual property rights of others; and
- you will not coordinate pricing with any other Creators.

In particular, as a Creator, you will not infringe the copyright, trademark, patent, moral, database or other intellectual

property rights (the “Intellectual Property Rights”) that belong to other people when you create any Content.

We reserve the right, in our sole discretion, to prohibit you from uploading Content. Although we are not required to monitor the Content created by Creators, we may, in our sole discretion, remove or delist Content at any time and for any reason without notice. We may monitor the Content created by Creators to detect and prevent fraudulent activity or violation of these Terms.

## 8. Ownership of the Tokens

Owning a Token is just like owning a physical artwork, like an original painting or a print. In owning a Token, you understand that no intellectual property rights in the Content on the Token are passed on to you from the Creator (including the ability to produce the Content commercially or create merchandise from the Content).

Furthermore, by downloading Content via Lovada.art or directly from the Interplanetary File System, this does not give you any intellectual property rights in that Content.

To enjoy the full benefits of owning a Token, you must make every effort to verify the original artist of the Content, and perform your own due-diligence on the Creator. While we take all reasonable efforts to ensure that all Content created on the App is done so by the original artist, we shall not be held liable if someone, in breach of these Terms, creates Tokens which includes Content of which they are not the original artist.

If you believe that any Content hosted on the website infringes your or someone else's intellectual property rights, please report it using the in-App Reporting functionality, or let us know at [report@lovada.art](mailto:report@lovada.art).

It is our policy to terminate or suspend the accounts of repeat infringers.

## 9. Fees and payments

If you elect to purchase, trade, or create art on the App, or with or from other users via the App, any financial transactions that you engage in will be conducted solely through the Cardano network via You (using your own wallet app), or Yoroi dApp Connector, or other Cardano-compatible wallets and browsers. We have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App, or using the Smart Contracts, or any other transactions that you conduct via the Cardano network or Yoroi dApp Connector.

Cardano requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Cardano network. The Gas Fee funds the network of computers that run the decentralized Cardano network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App.

In addition to the Gas Fee, each time you utilise a Smart Contract to conduct a purchase transaction with another user via the App, you authorise us to collect:

- a commission of 10% of the total value of that transaction when selling items under 10,000 GBP (Great British Pounds Sterling); or
- a commission of 15% of the total value of that transaction when selling items over 10,000 GBP (Great British Pounds Sterling); and

- A further flat rate commission of 2.5% of the total value of all secondary sale transactions that occur from the secondary market.

You acknowledge and agree that the Commission will be transferred directly to us through the Cardano network as part of your payment.

In addition to the commission above, for all proceeding secondary sales on the Lovada.art marketplace, the Creator receives a set commission of the total value of that transaction, as chosen by the Creator at the time of creation.

The seller of that piece retains the remainder of the transaction cost, minus network fees.

You are responsible for all taxes related to your sales and purchases on the App. To the extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and

interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest.

## 10. Intellectual property

If you buy a Token on the App:

- you do not acquire any intellectual property rights in the Content, but instead you receive ownership (or title) of the Token. You have the right to display the Token and resell it to another person if you wish;
- the original artist of the Content does not give up any copyright in the Content, meaning that you cannot prevent the original artist from using the Content for further commercial work; and
- you have no right to use the Content for commercial purposes.

In using the App or the Services, whether as a buyer or a seller, you will not infringe any Intellectual Property Rights that:

- belong to third parties affected by your use of the Services or App, or post any content that does not belong to you; and
- belong to or are licensed to Lovada.art. Some, but not all, actions that may be infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Lovada.art or someone else.

## 11. Risks associated with cryptography

You accept and acknowledge each of the following risks:

- The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital

assets could materially and adversely affect the value of your Tokens, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Tokens will not lose money. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Cardano blockchain. You acknowledge these risks and agree that Lovada.art cannot be held liable for such fluctuations or increased costs.

- You expressly understand and agree that your access to and use of the Services, the website and the App is at your sole risk and that the App is provided on an “as is” basis without any warranties of any kind. To the fullest extent possible pursuant to applicable law, we, our subsidiaries, affiliates and licensors make no warranties regarding the App, the Services and the Site, or any part of them.

- The App does not store, send, or receive Tokens. This is because Tokens exist only by virtue of the ownership record maintained on the App's supporting blockchain in the Cardano network. Any transfer of Tokens occurs within the supporting blockchain in the Cardano network, and not on the App.
- Tokens are intangible digital assets that exist only by virtue of the ownership record maintained in the Cardano network. All Smart Contracts are conducted and occur on the decentralized ledger within the Cardano platform. We have no control over, and make no guarantees, warranties or promises with in relation to Smart Contracts.
- Lovada.art is a non-custodial software service provider. In this respect we do not own or control Tokens or Content. Due to their digital nature, and the nature of cryptography, the Tokens can become corrupted and links associated with those Tokens

can disappear. You understand that this is a risk when using the Services, and Lovada.art will in no way be held liable due to any loss or corruption of a Token or Content. Furthermore, you understand that Lovada.art has no control whatsoever over the Interplanetary Filing System or the risks associated with using that system.

- We will not be liable to you for any losses you incur as the result of your use of the Cardano network. This includes, but is not limited to, losses, damages or claims arising from (i) user error (e.g. forgotten access information (such as passwords, private keys, seeds or mnemonics or incorrectly construed Smart Contracts or other transactions); (ii) server failure or data loss; (iii) corrupted wallet files; (iv) unauthorised access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the App, the Cardano network, Yoroi dApp Connector or any other web 3

compatible browser or wallet. We are also not responsible for losses due to blockchains or any other features of the Cardano network of Yoroi dApp Connector or any other web 3 compatible browser or wallet, including but not limited to late report (or no report) by developers or representatives of any issues with the blockchain supporting the Cardano network, including forks, technical node issues or any other issues having fund losses as a result.

- There are inherent security risks in providing information and dealing online over the internet. Lovada.art implements appropriate technological and organisational safeguards to reduce the risk of any security breaches which could result in the accidental or unlawful destruction, loss, alteration, disclosure or access to your information. We also release periodic updates to reduce the risk of security incidents.

- There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorised access to information stored within your wallet. You accept and acknowledge that Lovada.art will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Cardano network, however caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Lovada.art ecosystem, and therefore the potential utility or value of Tokens.
- The App, Cardano and digital assets could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the

ability of Lovada.art to continue to develop, or which could impede or limit your ability to access or use the App or Cardano blockchain, including access to your digital assets or other funds, and new regulations or policies may materially adversely affect the development of the Lovada.art ecosystem, and therefore the potential utility or value of Lovada.art.

- Upgrades by Input-Output Global or the Cardano Foundation to the Cardano network, a hard fork in the Cardano network, or a change in how transactions are confirmed on the Cardano platform may have unintended, adverse effects on all blockchains using the standards and bespoke smart contracts, including the Lovada.art ecosystem.
- You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present

risks to cryptocurrencies, digital assets and the App, which could result in the theft or loss of your digital assets or Tokens. To the extent possible, it is intended to update the protocol underlying the App to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the App, you acknowledge these inherent risks.

- Our smart contracts are fully open-source and verified on the blockchain for analysis. That said, you acknowledge that the App is subject to flaws, human error, is highly experimental, and acknowledge that you are solely responsible for evaluating any code provided by the App. This warning and others provided in these Terms by Lovada.art in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilising or accessing the App.

- Any use or interaction with the App requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of digital asset on the App does not indicate our approval or disapproval of the underlying technology regarding such type of digital asset, and should not be used as a substitute for your own understanding of the risks specific to each type of digital asset. We make no warranty as to the suitability of the digital assets referenced on the App and assume no fiduciary duty in our relations with you.
- Use of the App, in particular for creating, buying or selling trading digital assets, may carry financial risk. Digital assets are, by their nature, highly experimental, risky and volatile. You acknowledge

and agree that you will access and use the App at your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether such creating, buying or selling digital assets is suitable for you in light of your circumstances and financial resources. By using the App, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction conducted via the App or any underlying digital asset. You accept all consequences of using the App, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in

these Terms, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with use of the App for performing digital asset transactions. Under no circumstances will the operation of all or any portion of the App be deemed to create a relationship that includes the provision or tendering of investment advice.

- You are aware of and accept the risk of operational challenges. The App may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the App. You agree to accept the risk of the App failure resulting from unanticipated or heightened technical difficulties. We do not guarantee that the App is or will remain updated, complete, correct or secure, or that access to the App will be uninterrupted. The App may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally,

third parties may make unauthorized alterations to the App or the software underlying the App.

Accordingly, you should verify all information on the App before relying on it, and all decisions based on information contained on the App are your sole responsibility and we will have no liability for such decisions.

## 12. Acceptable use

In connection with using or accessing the Services or the App, you will not:

- breach or circumvent any laws, third-party rights or our systems or policies;
- sell any items that infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18);

- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;
- transfer your account to another party without our consent;
- use the contact information of other users for any purpose other than in relation to a specific transaction on the website (which includes using this information to send marketing materials directly to Lovada.art users unless the user has given explicit consent to receiving these materials);
- distribute viruses or any other technologies that may harm Lovada.art, or the interests or property of Lovada.art users;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an

unreasonable or disproportionately large load on our infrastructure;

- export or re-export any application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- commercialise any Lovada.art application or any information or software associated with such application;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures we use to provide the Services.

You agree that we will commence supplying our Services to you as soon as you accept these Terms. You can cancel these Terms under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Business users can cancel these Terms by contacting us. We

may recoup the cost of any Services provided up to the point of cancellation.

Please note that if you choose to cancel these Terms, this will not affect any sales contract that you may have as a buyer or seller.

Additionally, we reserve the right to vary or terminate all or part of our Services and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

## 13. Content

When providing Content, you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such Content), irrevocable, royalty-free, sublicensable (through multiple tiers) right to use the Content (including, without limitation, creating and using derivative works), and you authorise us to exercise any and all

copyright, trademark, publicity, database or other intellectual property rights you have in or to the Content in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the Content and promise not to assert such rights or any other intellectual property rights you have in the Content against us, our sublicensees or our assignees.

You agree that we are not responsible for examining or warranting the listings or Content provided by third parties through the Services, and that you will not hold or attempt to hold us liable for inaccuracies.

## 14. Third Party Sites

We neither own nor control any third party browsers, wallets, wallet connectors or blockchain networks, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App (the “Third Party Sites”). You understand

and agree that your use of any Third Party Site is subject to any terms of use and/or privacy policy provided by such Third Party Site. We are not a party to any such agreement. You should review any terms of use and privacy policy provided by such Third Party Site and should make whatever investigation you feel necessary or appropriate with any transaction with any third party.

Lovada.art provides these Third Party Sites only as a convenience and we do not review, approve, monitor, endorse, warrant or make any representations with respect to Third Party Sites, or their products or services. All Third Party Sites are used by you at your own risk.

We will not be liable for the acts or omissions of any Third Party Sites, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any Third Party Sites.

Where our site contains links to other sites and resources provided by any third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

## 15. Changes to these Terms

We may amend these Terms at any time. The most current version of these Terms will be posted on the Site with the “Last Revised” date at the top. Any changes or modifications will be effective immediately upon posting the revisions to the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Use of the App by you after any modification to the Terms constitutes your acceptance of the Terms as modified. If you do not agree to the Terms in effect

when you access or use the App, you must not use the App.

We may, at any time and without liability or prior notice, modify or discontinue all or part of the App (including access to the App via any third-party links).

These Terms may not be otherwise amended except through mutual agreement by you and a Lovada.art representative authorised to do so.

## 16. Privacy

Lovada.art is the data controller for your information and we have specific obligations to you under data protection law.

You can find out more about what information we use, what we use it for and who we share it with in our [Privacy Policy](#).

Our Privacy Policy also contains details about your legal rights in relation to your information (but your legal rights will vary depending on where you are located).

## 17. Indemnity

You agree to indemnify, defend and hold harmless Lovada.art and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and lawyers' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Service or the App, (iii) your violation of applicable laws, rules, regulations or the rights of any third party and (iv) any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy in connection with your access to or use of the App. Lovada.art reserves the right, at its own expense, to assume exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Lovada.art in the defence of such matter.

## 18. Liability

We try to keep the Services and the App safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services.

We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- your use of or your inability to use our Services;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;

- damage to your hardware device from the use of any Service;
- the content, actions, or inactions of third parties, including items listed using our Services;
- a suspension or other action taken with respect to your account; or
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to these Terms or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. We cannot and do not confirm, and are not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees which you paid to us in the 12 months prior to the action giving rise to the liability, or £100.

Nothing in these Terms shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

## 19. Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of these Terms, your improper use of the Services or your breach of any law or the rights of a third party.

## 20. Legal Disputes

Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of England and Wales. You and Lovada.art both agree to submit to the non-exclusive jurisdiction of the English courts.

In simple terms, “non-exclusive jurisdiction of the English courts” means that if you were able to bring a claim arising from or in connection with these Terms against us in court,

an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

## 21. General

If any provision of these Terms is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under these Terms (but without your prior express consent), provided that we assign these Terms on the same terms or terms that are no less advantageous to you.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of

every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms but this does not affect any right or remedy of a third party specified in these Terms or which exists or is available apart from that Act.

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section 18 shall not affect the validity and enforceability of the rest of these Terms.

## 22. Feedback and contact details

You may choose to submit comments, bug reports, ideas or other feedback about the App, including without limitation about how to improve the App (collectively, “Feedback”) by emailing us. We are free to use such Feedback at our discretion and without additional compensation to you, and may disclose such Feedback to third parties.

Users with questions, complaints or claims with respect to the website, the Services or the App can be made by contacting us at [report@lovada.art](mailto:report@lovada.art).

Lovada Limited (*UK registered company no. 13267501*)

Registered office address: 64 Nile Street, London, England, N1

7SR

© 2021 Lovada Art