

DISCLAIMERS

IMPORTANT NOTICE

PLEASE READ THIS SECTION AND THE FOLLOWING SECTIONS ENTITLED “DISCLAIMER OF LIABILITY”, “NO REPRESENTATIONS AND WARRANTIES”, “REPRESENTATIONS AND WARRANTIES BY YOU”, “CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS”, “MARKET AND INDUSTRY INFORMATION AND NO CONSENT OF OTHER PERSONS”, “NO ADVICE”, “NO FURTHER INFORMATION OR UPDATE”, “RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION”, “NO OFFER OF SECURITIES OR REGISTRATION” AND “RISKS AND UNCERTAINTIES” CAREFULLY.

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

The LoyalCoin (“**LYL**”) tokens are not intended to constitute securities in any jurisdiction. The LoyalCoin Whitepaper (“**Whitepaper**”), the LoyalCoin website (hosted at www.loyalcoin.io, “**Website**”), and content on our Internet-based channels, specifically Facebook, Twitter, Medium, BitcoinTalk, and YouTube, as well as other Internet-based content we’ll generate in the future (“**Internet Content**”) do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. Henceforth, Whitepaper, Website and Internet Content will be referred to collectively as **LoyalCoin Content**.

LoyalCoin Content does not constitute or form part of any opinion on any advice to sell, or any solicitation of any offer to purchase any LYL tokens nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or investment decision.

Appsolutely Inc. (“**Appsolutely**”) will deploy all proceeds of offering of the LYL tokens to fund Appsolutely’s cryptocurrency project, businesses and operations.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the LYL tokens and no cryptocurrency or other form of payment is to be accepted on the basis of LoyalCoin Content.

Any agreement as between Appsolutely and you as a purchaser, and in relation to any sale and purchase, of LYL tokens (as referred to in LoyalCoin Content) is to be governed by only a separate document setting out the terms and conditions (the “**T&Cs**”) of such agreement. In the event of any inconsistencies between the T&Cs and LoyalCoin Content, the former shall prevail.

Eligibility to purchase LoyalCoin in LYL future sales shall solely subject to the discretion of Appsolutely, which reserves the right to refuse any individual's right to purchase LYL, based on our discretion and internal procedures, policies, and standards.

No regulatory authority has examined or approved of any of the information set out in LoyalCoin Content. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of LoyalCoin Content does not imply that the applicable laws, regulatory requirements or rules have been complied with.

There are risks and uncertainties associated with Appsolutely and its businesses and operations, the LYL tokens, LYL future sales and the LoyalWallet (each as referred to in LoyalCoin Content).

LoyalCoin Content, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of LoyalCoin Content is prohibited or restricted.

DISCLAIMER OF LIABILITY

To the maximum extent permitted by the applicable laws, regulations and rules, Appsolutely shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on LoyalCoin Content or any part thereof by you.

NO REPRESENTATIONS AND WARRANTIES

Appsolutely does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in LoyalCoin Content.

REPRESENTATIONS AND WARRANTIES BY YOU

By accessing and/or accepting possession of any information in LoyalCoin Content or such part thereof (as the case may be), you represent and warrant to Appsolutely as follows:

- (a) you agree and acknowledge that the LYL tokens do not constitute securities in any form in any jurisdiction;
- (b) you agree and acknowledge that LoyalCoin Content does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no

cryptocurrency or other form of payment is to be accepted on the basis of LoyalCoin Content;

- (c) you agree and acknowledge that no regulatory authority has examined or approved of the information set out in LoyalCoin Content, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of LoyalCoin Content to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- (d) you agree and acknowledge that LoyalCoin Content, the undertaking and/or the completion of the LoyalCoin future sales, or future trading of the LYL tokens on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of Appsolutely, the LYL tokens, LoyalCoin future sales and the LoyalWallet (each as referred to in LoyalCoin Content);
- (e) the distribution or dissemination of LoyalCoin Content, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to Appsolutely;
- (f) you agree and acknowledge that in the case where you wish to purchase any LYL tokens, the LYL tokens are not to be construed, interpreted, classified or treated as:
 - (i) any kind of currency other than cryptocurrency;
 - (ii) debentures, stocks or shares issued by any person or entity;
 - (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (v) units in a collective investment scheme;
 - (vi) units in a business trust;
 - (vii) derivatives of units in a business trust; or
 - (viii) any other security or class of securities.
- (g) you are fully aware of and understand that the eligibility to purchase LoyalCoin in LYL future sales shall solely be to the discretion of Appsolutely, which reserves the right to refuse any individual's right to purchase LYL, based on our discretion and internal procedures, policies, and standards.
- (h) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;


- (i) you are fully aware and understand that in the case where you wish to purchase any LYL tokens, there are risks associated with Appsolutely and its business and operations, the LYL tokens, LoyalCoin future sales and the LoyalWallet (each as referred to in the LoyalCoin Content);
- (j) you agree and acknowledge that Appsolutely is not liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on LoyalCoin Content or any part thereof by you; and
- (k) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of LoyalCoin Content or such part thereof (as the case may be).

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in LoyalCoin Content, statements made in press releases or in any place accessible by the public and oral statements that may be made by Appsolutely or its directors, executive officers or employees acting on behalf of Appsolutely (as the case may be), that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding Appsolutely’s financial position, business strategies, plans and prospects and the future prospects of the industry which Appsolutely is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to Appsolutely’s revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in LoyalCoin Content regarding Appsolutely are matters that are not historic facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of Appsolutely to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:


- (a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which Appsolutely conducts its businesses and operations;

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- (b) changes in the anticipated growth strategies and expected internal growth of Appsolutely;
 - (c) changes in the availability and fees payable to Appsolutely in connection with businesses and operations;
 - (d) changes in the availability and salaries of employees who are required by Appsolutely to operate its businesses and operations;
 - (e) changes in preferences of customers of Appsolutely;
 - (f) changes in competitive conditions under which Appsolutely operate, and the ability of Appsolutely to compete under such conditions;
 - (g) changes in the future capital needs of Appsolutely and the availability of financing and capital to fund such needs;
 - (h) war or acts of international or domestic terrorism;
 - (i) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of Appsolutely;
 - (j) other factors beyond the control of Appsolutely; and
 - (k) any risk and uncertainties associated with Appsolutely and its businesses and operations, the LYL tokens, LoyalCoin future sales and the Appsolutely Wallet (each as referred to in LoyalCoin Content).

All forward-looking statements made by or attributable to Appsolutely or persons acting on behalf of Appsolutely are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of Appsolutely to be materially different from that expected, expressed or implied by the forward-looking statements in LoyalCoin Content, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of LoyalCoin Content.

Neither Appsolutely nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of Appsolutely will be as discussed in those forward-looking statements. The actual results, performance or achievements of Appsolutely may differ materially from those anticipated in these forward-looking statements.

Nothing contained in LoyalCoin Content is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of Appsolutely.



Further, Appsolutely disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

MARKET AND INDUSTRY INFORMATION AND NO CONSENT OF OTHER PERSONS

LoyalCoin Content includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for Appsolutely and its directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in LoyalCoin Content and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.


While Appsolutely has taken reasonable actions to ensure that the information is extracted accurately and in its proper context, Appsolutely has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither Appsolutely nor its directors, executive officers and employees acting on their behalf makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

TERMS USED

To facilitate a better understanding of the LYL tokens being offered and the businesses and operations of Appsolutely, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in LoyalCoin Content. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall include corporations.

NO ADVICE



No information in LoyalCoin Content should be considered to be business, legal, financial or tax advice regarding Appsolutely, the LYL tokens, LoyalCoin future sales and the LoyalWallet (each as referred to in LoyalCoin Content). You should consult your own legal, financial, tax or other professional adviser regarding Appsolutely and its businesses and operations, the LYL tokens, LoyalCoin future sales and the LoyalWallet (each as referred to in LoyalCoin Content). You should be aware that you may be required to bear the financial risk related to LYL tokens for an indefinite period of time.

NO FURTHER INFORMATION OR UPDATE

No person has been or is authorised to give any information or representation not contained in LoyalCoin Content in connection with Appsolutely and its businesses and operations, the LYL tokens, LoyalCoin future sales and the LoyalWallet (each as referred to in LoyalCoin Content) and, if given, such information or representation must not be relied upon as having been authorised by or on behalf of Appsolutely. LoyalCoin future sales (as referred to in LoyalCoin Content) shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of Appsolutely or in any statement of fact or information contained in LoyalCoin Content.


RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION

The distribution or dissemination of the Whitepaper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the Whitepaper or such part thereof (as the case may be) at your own expense and without liability to Appsolutely.

Persons to whom a copy of the Whitepaper has been distributed or disseminated, provided access to or who otherwise have the Whitepaper in their possession shall not circulate it to any other persons, reproduce or otherwise distribute the Whitepaper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

NO OFFER OF SECURITIES OR REGISTRATION

LoyalCoin Content does not constitute a prospectus or offer document of any sort. No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of LoyalCoin Content. Any agreement in relation to any sale and purchase of LYL tokens (as referred to in LoyalCoin Content) is to be governed by only the T&Cs of such agreement and no other document. In the event of any inconsistencies between the T&Cs and LoyalCoin Content, the former shall prevail.



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RISKS AND UNCERTAINTIES

Prospective purchasers of LYL tokens (as referred to in LoyalCoin Content) should carefully consider and evaluate all risks and uncertainties associated with Appsolutely and its businesses and operations, the LYL tokens, the LoyalCoin future sales and the LoyalWallet (each as referred to in LoyalCoin Content), all information set out in LoyalCoin Content and the T&Cs prior to any purchase of LYL tokens. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of Appsolutely could be materially and adversely affected. In such cases, you may lose all or part of the value of the LYL tokens.