

# GO-FUND'S DISCLAIMER & RISK STATEMENT

Version 1-3-0

## DISCLAIMER

We advise all users to read the following notification thoroughly before participating in the GO-FUND coin sale. Nothing established herein constitutes legal, financial, business or tax advice and you should consult your own legal, financial, tax or other professional advisor(s) before engaging in any activity in connection herewith. This notice applies to everybody who reads this document and/or to the user of GO-FUND website (hereinafter referred to as "**www.go-fund-ico.com**" or the "**Website**"). Please note this notification may be changed or updated by GO-FUND at any time.

GO-FUND facilitates the trading of digital assets which are based on the cryptographic protocol of a computer network used as a medium of exchange and/or store of value, (hereinafter referred to as "**Digital Assets**" or "**Coins**" or "**GO-FUND Coins**"). You acknowledge and agree that there are numerous risks associated with trading Digital Assets, holding Digital Assets or with the participation in the virtual currency ecosystem. In the worst scenario, this could lead to the loss of all or part of the Coins which have been purchased.

The GO-FUND Coin sale is carried out by the "GO-FUND Management & Financing Ltd", a company, which is incorporated under the laws of the Republic of Cyprus (hereinafter referred to as the "**Seller**" or "**GO-FUND**"). We also draw your attention to the fact that the GO-FUND Whitepaper (hereinafter referred to as the "**WP**") does not constitute any relations between you (hereinafter referred to as "**you**" or the "**Purchaser**") and the Seller. The purchase of GO-FUND Coins is available only after having accepted our Standard Terms and Conditions of Service (hereinafter referred to as the "**T&C**"), having entered into the Coin Purchase Agreement by reading and accepting to be bound by the terms and conditions set out thereto, and having read and accepted our Privacy and Cookies Policy. The purchasing of GO-FUND Coins does not present an exchange of cryptocurrencies or conventional currencies for any form of ordinary shares. The Seller and the

Purchaser of GO-FUND Coins are not entitled to any guaranteed form of dividend or anything comparable. The Purchaser is only entitled to certain rights within the T&C. GO-FUND Coins are not intended to constitute securities, commodities, or any kind of financial instrument; neither they have been registered under security regulations or laws of any jurisdiction.

Our WP does not constitute a (financial) prospectus or offer document of any sort and is not intended to constitute an offer of securities commodities, or any kind of financial instrument or a solicitation for investments in securities in any jurisdiction. Our WP is posted for informational purposes only. The content of our WP constitutes neither a financial promotion, nor a financial advice. Therefore, none of the content parts of the WP shall be considered an invitation or inducement to engage in any sort of investment activity. The Purchaser should carefully consider and evaluate all risks associated with cryptocurrencies, operations with them, Initial Coin Offerings (“**ICOs**”) and respective business activities. Before purchasing GO-FUND Coins read carefully all the information set out in this document, WP, T&C, Coin Purchase Agreement, and Privacy and Cookies Policy and you must ensure that you are aware of all potential risks. The section “Risk Statement” of this document details all potential risks that you should consider. We strongly recommend you to take advantage of independent financial and legal advice before engaging in any sort of business endeavor.

#### **DISCLAIMER OF WARRANTIES**

For the avoidance of uncertainty, the Seller is not giving investment advice, tax advice, legal advice, or other professional advice by allowing the Purchaser to use GO-FUND services and the Website, including, but not limited to, the ability to purchase, sell, or store Coins. GO-FUND encourages the Purchaser to consult a qualified professional before engaging in any trading or investment activity.

GO-FUND COINS AND ITS SERVICES ARE PROVIDED TO THE PURCHASER ON A STRICTLY "AS IS" AND "IF AVAILABLE" BASIS. EXPLICITLY, GO-FUND DOES NOT REPRESENT OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF

GO-FUND COINS, ITS WEBSITE OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON.

## **1. DISCLAIMER OF LIABILITY**

To the fullest extent permitted by law, GO-FUND shall not be liable to you, whether in contract or tort, for any punitive, special, indirect, consequential, incidental, or similar damages (even if GO-FUND or any of its employees, agents, representatives or subsidiaries have been advised of the possibility thereof) in connection with the T&C, your use or attempted use of GO-FUND Coins, the Website or any of the information contemplated by this document.

In no event GO-FUND, its employees, agents, representatives or subsidiaries should be liable to the Purchaser or any third party for any loss or injury resulting, directly or indirectly, from the Purchaser's use of GO-FUND Coins or any services provided by GO-FUND, including, but not limited to, any loss caused in whole or in part by any inaccuracies or incompleteness, disturbances, interruptions, errors or omissions, including, but not limited to, those arising from GO-FUND's breach of its obligations or contingencies beyond GO-FUND's control in procuring, compiling, interpreting, computing, reporting, or delivering GO-FUND's Coins, the services thereon or the information therein. In no event shall GO-FUND be liable to the Purchaser or any third party for any decision made or action taken by the Purchaser which relied on, or in connection with the Purchaser's use of Coins, the services thereon or the information therein.

To the maximum extent permitted by the applicable laws, regulations and rules, the Seller and its affiliates and respective officers, employees or agents, in relation to the Website, GO-FUND Coins, GO-FUND services will not be liable for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, loss of revenue or third party loss whether foreseeable or otherwise, trading losses or damages) that result from use, misuse or loss of use of the Website, GO-FUND Coins, GO-FUND products and services. For the avoidance of doubt, the Seller 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 this document or any other document published in the Website, (ii) any error, omission or inaccuracy in any such information, (iii) any

action resulting therefrom, or (iv) usage or acquisition of GO-FUND products and services available on the Website and other electronic platforms.

This limitation on liability includes, but is not limited to, any damage or interruptions caused by any computer viruses, malicious cyber-attacks, hackers' attacks, acts of terrorism, spyware, scamware, trojan horses, worms, or other malware that may affect the Purchaser's computer or other equipment, or any phishing, spoofing, or other attacks, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, strikes or other problems, or any force majeure events.

## **2. RISK STATEMENT**

You confirm and agree that you are not purchasing GO-FUND Coins for purposes of investment, speculation for immediate resale or other financial purposes. Some of the statements in the WP include forward-looking statements which reflect the Seller's current views with respect to execution roadmap, financial performance, business strategy and future plans, both with respect to the Seller and the sectors and industries where the Seller operates. Statements or documents posted in the Website which include the words «expects», «plans», «believes», «projects», «anticipates», «will», «aims», «may», «would», «could», «continue» «going to» and similar statements are of a future or forward-looking nature. All forward-looking statements concern the matters that involve risks and uncertainties. Accordingly, there are or will be important factors that could cause the Seller's actual results to differ significantly from those indicated in these statements. These factors include but are not limited to those described in T&C, which should be read before the Purchaser purchase of GO-FUND Coins.

Any forward-looking statements in the WP or any other document published in the Website reflect the Seller's current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to the Seller's operations, results of operations and growth strategy. The Purchaser should specifically consider the factors identified in the WP and the T&C which could cause actual results to differ before making a purchase decision. No statement in the WP is intended as a profit forecast and no statement in the WP should be interpreted to mean that the earnings of the Seller for the current or future years would be as may be implied in the WP. None of the statements in the

WP, (including but not limited to statements, which are of forward-looking nature, as described above) can result in any liabilities of the Seller towards the Purchaser. The Purchaser accepts to indemnify and hold the Seller harmless regarding any statement (including but not limited to statements, which are of forward-looking nature, as described above) in the WP.

If you decide to use the Website and/or purchase GO-FUND Coins, the Purchaser expressly acknowledges, accepts and assumes the following risks:

- a) The risk of loss in trading Coins may be substantial and losses may occur over a short period of time (including without limitation a total loss of your Digital Assets);
- b) The price and liquidity of Digital Assets are governed by the principles and laws of supply and demand, hence subject to high volatility; as well such price and liquidity has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
- c) There might be limited public interest in the creation and development of distributed virtual currency ecosystem, resulting in a negative impact in the utility of the GO-FUND Coins;
- d) Legislative and regulatory changes or actions at the international, European or national level may adversely affect the use, transfer, exchange, and value of Digital Assets;
- e) In the Purchaser's jurisdiction, the usage of Coins and Digital Assets may be prohibited by national or local laws;
- f) Digital Assets are not legal tenders and are not accepted by some governments;
- g) Transactions in Digital Assets may be irreversible and permanent, and, accordingly, losses due to accidental transactions may not be recoverable;
- h) Technological difficulties experienced by GO-FUND may prevent the access to or use of the Purchaser's Digital Assets;
- i) Security breaches in the Website might occur as the Website may be the target of hackers' malicious cyber-attacks that might result in the loss or theft of GO-FUND Coins, or could curtail the utilization of GO-FUND Coins;
- j) GO-FUND Coins are newly formed and any sort of assessment and evaluation pertaining to their prospects deriving from the Website and/or any third parties might be inaccurate, as GO-FUND's adopted business model might end up unsuccessful;



- k) Personal Data breaches might occur resulting in the compromise of personal data collected for the purposes of the Coin Purchase, having as a direct consequence the Purchasers' lack of confidence in the effectiveness of the security measures of the Website, and a negative impact in GO-FUND's ability to attract new Purchasers.

The Purchaser agrees and understands that he/she/it is solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for himself/herself/itself, and that GO-FUND does not give advice or recommendations regarding Digital Assets. The Purchaser agrees and understands that he/she/it accesses and uses the Website at his/her/its own risk; and this section is unable to and does not purport to disclose exhaustively all of the risks associated with Digital Assets and using the Website. The Purchaser should, therefore, carefully consider whether such use is suitable for him/her/it in light of all the possible circumstances and financial resources.