

Terms and Conditions

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Freeway Exchange Terms & Conditions

This AGREEMENT is made between You (**'You'**) as an individual, corporate entity, or other You and Freeway Exchange OU, with registration number 16059298, VASP license number FVT000385 and registered office at Pärnu mnt 139c / 2, Downtown district, Tallinn, Harju county, 11317, Estonia (**'Freeway Exchange'**, **'we'**, **"our"**, **'us'**), which provides the virtual currency exchange services at www.freeway.io.

Scope

These Terms and Conditions govern your use of the Freeway Platform including when you buy or sell virtual currencies, Tokens or digital assets.

Unless otherwise stated herein, these Terms govern your relationship with Freeway Exchange.

To the extent of any conflict with these Terms and Conditions, Policies on the website at www.freeway.io shall govern the provision or receipt of our services.

These Terms replace any other prior arrangement that you or your affiliates may have had with Freeway Exchange. These Terms and Conditions may be updated without notice to you and you warrant that you will monitor these terms prior to your interaction with us.

Acceptance

By clicking 'Accept' visiting the website, using the services, or engaging with us in any way with the aim of receiving services, you are deemed to have accepted these Terms and Conditions.

If you do not agree with any part of these Terms and Conditions you should not click 'accept' when promoted and / or immediately discontinue your use of the Freeway Platform Services.

Electronic signature laws apply to your use of these terms. You are hereby deemed to have accepted pursuant to any electronic signature laws of Estonia and/or where you are based.

You may not negotiate, renegotiate, or only accept part of these Terms. Acceptance is deemed as a whole and this does not amount to an invitation to treat, or opportunity to provide a tender or bid for use of our services.

You agree that you are a resident of the European Economic Area, over the age of 18 and have the relevant mental capacity to accept these terms. If You are not a resident of the European Economic Area, You are under the age of 18 or suffer from any condition which may impact or has the ability to impact your functions, You should not interact with our services. By accepting these terms you are providing an undertaking that both these facts are true.

You agree that, without notice to you, these Terms can be amended from time to time by us. Any amendments will be deemed accepted by You through your continued use of the Platform and You are advised to check the terms from time to time.

We reserve the right to amend or vary these terms for any reason including, but not limited to, business need or change in legal status of services provided on the Platform. You may not amend or vary these Terms except as mutually agreed in writing.

Account

You must first open an Account at www.Freeway.io (the 'Platform') and agree to share your KYC and account information with Freeway Exchange before You can use our services and satisfy this condition of this Agreement. You may close Your Accounts at any time pursuant to the terms and conditions of Your Account.

You will promptly notify The Company of any changes to any information that would cause the information provided upon your Account's creation to no longer be current, complete or accurate.

You also expressly agree that no Account will be created until such time as you have successfully confirmed your identity and satisfied The Company that you are who you claim to be during registration. This includes all personal and contact information such as email address and contact number.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify The Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Site, Services or Wallet.

You are responsible for your own account, You are not to share passwords or identifying information with any other party.

No accounts are to be created by Agents acting on behalf of another party. You may only have one account.

Opening and Completing a Transaction

You shall be able to complete a transaction through the Platform. You acknowledge and agree that Freeway Exchange may, in its sole discretion, add, remove or suspend from the Platform, any virtual currency or Token from time to time.

In order to perform a transaction on the Platform, you must either offer to Buy or a Sell, at the price quoted on the Platform at the time of such transaction by taking the steps outlined on the Platform. The prices quoted on the Platform are set by us as a “market maker”.

Placing an offer to buy or sell does not guarantee that a transaction will be entered into under the exact same terms that exist when the offer is made. Freeway Exchange reserves the right to amend the terms of sale or purchase at its discretion.

You agree that your offer to transact, if accepted by Freeway Exchange may not be capable of prompt execution should the market price fluctuate drastically from the time of Your offer to the time that Freeway Exchange executes the transaction. You further agree that Freeway Exchange will use its best efforts to complete accepted transactions promptly on a best effort basis and with as little delay as possible.

Transactions on the Platform are carried out as quickly as possible, but up to three (3) business days upon receipt of the request. Please note, however, that requests may be subject to additional processing time depending on the procedures of the third party remitters, the banking institutions and the jurisdictions in question. Transactions may be subject to further delays if a security review is undertaken by third party providers or by us. Following receipt of a transaction offer, if accepted by us, the transaction is processed and your account balance updated. Freeway Exchange accepts no liability for delays.

Nominated Wallet or Account

In the event that Freeway Exchange accepts your offer to exchange, then we will send requested funds / tokens to the account or wallet address nominated by you in accordance with your request on the Platform. If you nominate a bank account the account must have the same identity details as you provided during your KYC verification.

General Rules

You acknowledge and agree that each transaction conducted on the Platform is comprised of first, an offer by You to us to complete a transaction at a certain price quoted on the Platform, and secondly, our subsequent acceptance of your offer. A

Transaction will be deemed to have been completed only when your offer has been received and accepted by us. Our acceptance of an offer will be evidenced by our confirmation of its terms to You and its completion visually on the Platform.

We will be under no obligation to, but may in our absolute discretion, provide quotes for, or accept, execute or cancel, all or any part of a transaction that you have requested through the Platform without giving any reason. You may request to cancel or amend a transaction at any time prior to our completing such a transaction. We shall be entitled, but not obliged, to accept such a request in our sole discretion.

Any Financial Data, prices, or other information available to you on the Platform or the or offered by us in any other form or by any other means whatsoever (“Content”), is provided as general market commentary and does not constitute investment advice. Such Content is subject to change at any time without notice. Whilst we do take reasonable measures to ensure the accuracy of such information, we will not accept liability for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

We reserve the right to void from the outset any transaction containing or based on any Manifest Error. In the absence of our fraud or willful default, we will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error.

You acknowledge that all prices quoted on the Trading Platform are indicative only of actual trading prices.

You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the Trading Platform

Charge-backs and set-off

We reserve the right to seek reimbursement from you, if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We further reserve the right to seek reimbursement from you in relation to account errors, mistakes or in the event that you improperly benefit in breach of these terms and conditions as judged by us. We are entitled to obtain such reimbursement by offsetting from your Tokens held, staked or deposited in the Platform or with our partners, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means.

Fees

You may be charged a transaction fee as shown prior to the completion of your transaction. Fees may be changed and updated at any time without prior notice.

Data Sharing & Retention - Your Consent

You agree and consent to us processing and sharing your personal and transaction data with Third Country entities including AuBit International, with its registered office at 3rd Floor, Genesis Building, Genesis Close, George Town, Grand Cayman, KY1-1106, Cayman Islands, Cayman Islands for the following purposes:

- To perform KYC and AML verifications / monitoring; and thereafter
- To update your account, respond to or execute Your offers or requests made on the Platform

We do not sell your data or personal information. We do not store payment card information. You may withdraw your consent at any time; however note that the sharing of this information is necessary for the proper operation of the Platform and our provision of services to you and we may be required to maintain and share this information as required by law.

To withdraw your consent you may contact our compliance department by email: legal@freeway.io

As required by law, we will retain any personal and transaction data received from Your interaction with the Platform and Our services. We will not release this information to third parties except as required to provide you our services and except if required by law.

Indemnification

In the event that You breach this Agreement, You agree to indemnify, exculpate and hold Freeway Exchange, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of these Services and Your breach of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs incurred by Freeway Exchange or any other indemnified parties as a result of Your actions.

You hereby indemnify and hold harmless Freeway Exchange and its partners, associates, officers, directors and employees from any damages or losses incurred by You as a result of your interactions with the Platform and related services.

Disclaimer of Warrants and Guarantees

We do not guarantee any level of performance or the continued, uninterrupted

availability of our services. We do not guarantee the accuracy of any information provided on the website or Platform. We hereby disclaim all warrants and guarantees not expressly made in these terms and conditions.

Dispute Resolution

Except to the extent that this Section is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this section shall apply.

The parties should use all their reasonable endeavours to resolve any dispute arising in connection with this Agreement. If the parties fail to resolve a dispute within 5 business days of one party giving notice to the other of the dispute, either party may, by giving notice to the other, refer the dispute to the parties' Senior Officers (where you are an individual no such referral is applicable) who, each party must ensure, must cooperate in good faith to resolve the dispute as amicably as possible within 10 days of the dispute being referred to them.

If the Senior Officers (or an individual and our Senior Officer) fail to resolve the dispute within 10 days of the dispute being referred to them, the parties may, at the written request of either party and within 10 days of receipt of the request, refer the dispute to a registered mediation service. The costs of the mediator shall be met equally by the parties.

Nothing in the above is intended to preclude or restrict consumer rights or the right of either party to this Agreement to commence legal action.

Jurisdiction

Freeway Exchange, as the contractual counterparty to you, is subject to the laws and courts of Estonia.

These terms and the relationship between You and Freeway Exchange shall be governed by the laws of Estonia and the courts of Estonia have jurisdiction over these terms and the relationship.

Freeway Refund Policy

This Policy governs the conditions and circumstances in which Freeway Exchange OU or any of its affiliates and partners (“**Freeway**”) may provide refunds to their users who hold accounts with and have completed transactions using the Platform offered at web address www.Freeway.io.

Refunds

Freeway is under no obligation to provide refunds whatsoever and as such **all sales and transactions are final**.

Sole Discretion

In the event that a transaction contained, in the opinion of Freeway, a manifest error before, during or after the completion of a transaction, Freeway **may** at its sole discretion correct the error by amending details including, but not limited to the amount, pricing, type, denomination or description of the transaction. In the event that Freeway determines at its sole discretion that any amount should be refunded to an account holder, then Freeway will initiate a refund transaction to the same card or wallet address from which the transaction was originally paid.

Disputes

Any disputes will be resolved pursuant to the dispute resolution clauses in the relevant T&Cs listed on the website at www.freeway.io.

This Policy may be updated by Freeway from time to time without notice and should be reviewed prior to making any transactions.

Additional Terms & Conditions for the Freeway Platform

This AGREEMENT is made between You ('**You**', '**Customer**') as an individual, corporate entity, or other You and Freeway Exchange OÜ with registration number 16059298 and VASP license number FVT000385 (the '**Company**' '**we**', "**our**", '**us**') which provides the Supercharger and Freeway Token Staking technology services hosted at www.freeway.io.

PLEASE READ THESE TERMS OF USE FULLY. NOTE THAT SECTIONS OF THESE TERMS AND EXHIBITS CONTAIN CLAUSES WHICH LIMIT YOUR LEGAL REMEDIES AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS.

THESE TERMS GENERALLY GOVERN THE RELATIONSHIP BETWEEN YOU AND THE COMPANY.

Definitions

You, Your, Customer - Means you as a person. It also refers to any corporate entity, body, group, partnership or other organization that you represent.

Freeway Platform or Platform - Means the BETA or Lite version of the Freeway Platform as provided by The Company. Including any updates, ancillary services, applications, or other digital services provided using Freeway.

The Company - Means Freeway Exchange OÜ

Services - Means any function, service subscription, reward, benefit, membership, or any method by which you can interact with the Freeway Platform.

Website - Means any domain which directs, re-directs, or otherwise allows you to access the Freeway Platform provided that it is owned and administered by us.

Account - Means Your Account as set up under license by The Company.

Scope

These terms and conditions apply to you in the event that you chose to engage with Freeway Platform's Supercharger or Freeway Token Staking simulations.

Unless otherwise stated herein, these Terms govern your use of the Freeway Platform

in BETA mode.

To the extent of any conflict with these Terms and Policies, the Policies shall control with respect to any issues relating to the use of The Platform and in connection with providing or receiving Services.

These Terms replace any other prior arrangement that you or your affiliates may have had with The Company. All Platform use is conducted by this and under this Agreement.

Acceptance

By clicking 'Accept' visiting the website, using the services, or engaging with The Company in any way with the aim of receiving services, you are deemed to have accepted these Terms and conditions.

If you do not agree with any part of these Terms and Conditions you should not click 'accept' when promoted and immediately discontinue your use of the Freeway Platform Services.

Electronic signature laws apply to your use of these terms. You are hereby deemed to have accepted pursuant to any electronic signature laws of Estonia and/or where you are based.

You may not negotiate, renegotiate, or only accept part of these terms. Acceptance is deemed as a whole and this does not amount to an invitation to treat, or opportunity to provide a tender or bid for use of the Services or Platform.

You agree that you are over the age of 18 and have the relevant mental capacity to accept these terms. If You are under the age of 18 or suffer from any condition which may impact or has the ability to impact your functions, you should not use the Platform. In accepting these terms you are providing an undertaking that both these facts are true.

You further hereby warrant that:

(a) All the information submitted by You to The Company is true, complete, valid and non-misleading;

(b) You are not a citizen, tax resident or green card holder of the United States of America, or any other restricted or banned country and that the use of The Platform in your country is legal and not considered a security;

(c) You are of sufficient age to participate in the use of the Platform and are a natural person with full civil capacity of conduct under the laws of the jurisdiction where You are domiciled or maintain citizenship;

(d) You are an expert, technician and/or professional in the fields of blockchain, distributed ledger technology and crypto-Token, cryptocurrency and financial market and fully aware of the risks associated with the development and use of the Platform including (Wallet) and Ecosystem;

(e) Your use of the Platform is voluntary and based on Your own independent judgment without being coerced, solicited or misled by anyone else;

(f) You are permitted by the laws of each jurisdiction to participate and use The Platform including you are legally permitted to acquire, receive and hold cryptographic Tokens;

(g) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on Your part in connection with the participation in the use of Cryptocurrencies or use of The Platform;

(h) You are experienced in and capable of maintaining and safekeeping the Cryptographic Tokens, Bitcoin, Polkadot or any other wallet/token private key(s);

(i) Your use of the Platform and acquisition of any Cryptographic asset is lawfully acquired through mining and/or trading to make payment to or from the Platform and that it is not being used or come from any any money-laundering, terrorism financing or other illicit purpose;

(j) Your use of the Platform from The Company primarily is to engage with The Company Ecosystem without expectation of any profit or financial yield and does not contemplate to use the Platform for any financial, speculative, illegal or unethical purpose, including for the aim of financial gain such as investment, and

(k) (Except having specifically communicated to and been permitted by The Company in advance) You are using the Platform for your own benefit and are not acting as a nominee or agent for or on behalf of any third party.

All the above representations and warranties made by You shall be true, complete, accurate and non-misleading on and from the date of that You are making a payment hereunder or setting up an account. The Company reserves the right to reject and invalidate the payment by, and withhold the relevant Tokens from, You if it is believed you have made a false representation in the sole judgment of The Company.

Nature of the Platform

The Platform is currently in BETA mode. This means that services, elements, and Your experience may change from the model and over time now.

The nature of BETA mode means that the Platform may be down for a limited or extended period of time intermittently due to maintenance and upgrades.

Amendment and Variation

These Terms can be amended from time to time by The Company. Any amendments will be deemed accepted by you through your continued use of the Platform and you are advised to check the terms from time to time.

The Company reserves the right to Amend or Vary these terms for any reason including, but not limited to, business need or change in legal status of services provided on the Platform.

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting the amended Terms on the The Company website. You will be deemed to have accepted these terms and such changes by engaging with our website, or undertaking any action for or with the Platform.

These Terms may not be otherwise amended by You except in a signed writing executed by both You and The Company. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not continue to use the Platform, the Website or engage with any Social Media as operated by The Company.

Taxes

The purchase price that you pay for any services on the Platform is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your use of the Platform, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your use of the Platform.

Representations and Warranties

You have sufficient understanding of the functionality, usage, storage, transmission

mechanisms and other material characteristics of cryptographic Tokens, Token storage mechanisms (such as Tokens /wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;

You have obtained sufficient information about the Platform to make an informed decision to sign up and use the Platform for what it is intended for;

You understand that The Company confers only the right use the Services in the Network and confer no other rights of any form with respect to the Network or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

You understand that you are not permitted to resell, to any person or party, Platform, rights, or any items, including cryptographic tokens, acquired from The Platform, if doing so breaches any national, domestic, or international financial, securities, or other laws. These include securities, financial, and terrorism laws;

Your purchase of anything from the Platform and your use of The Platform complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using Tokens in the Network, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens and furthermore hold The Company harmless for any taxes incurred through the purchase, sale, holding, or disposal of Tokens and use of the Platform generally.

You are not a resident or domiciliary of The United States of America, or using the Platform from a location in any restricted jurisdiction;

You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the

Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

Indemnification

In relation to:

- (i) your responsibilities or obligations under these Terms,
- (ii) your violation of these Terms,
- (iii) your violation of any rights of any other person or entity,
- (iii) your purchase fo use of Tokens or the Platform,

You agree that, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees).

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under the applicable sections of the agreement herein. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

DISCLAIMERS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE USE OF PLATFORM AND ANY TOKENS ARE SOLD AND OFFERED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM IS RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE USE OF THE PLATFORM OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

YOU HEREBY UNDERSTAND THAT THE PLATFORM IS CURRENTLY IN BETA MODE AND IS NOT IN ITS FINAL STATE.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE Platform OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF Company AND THE Company PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE PLATFORM, EXCEED THE AMOUNT YOU PAY TO US FOR THE PLATFORM.

THE LIMITATIONS SET FORTH IN APPLICABLE SECTIONS HEREIN WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

In relation to disputes arising between You and 3rd parties or the acts or omissions of 3rd parties, to the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence). You expressly waive any rights you may have under principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Total waiver of Liability

You hereby warrant and agree that the Company, its directors, members, shareholders or any other party associated with The Company shall not be liable for

any losses associated with the use of, creation, development, obtaining, transfer, holding, or your possession of the Tokens. This includes in the event that any regulatory body undertakes an investigation, action, or other activity which requires the Tokens to be frozen or otherwise taken out of circulation pursuant to Order of Court.

You further warrant and agree that you hereby hold the Company, its members, directors, or shareholders harmless for any non-development of software features or project development associated with the project. Any forecasts, figures, suggestions, designs, or ideas are subject to change, compliance, regulations, and development fees. In the event that The Company does not create, develop, or deploy any of its ideas or suggestions provided on its website, white paper, or in any press release, the Company, directors, members, shareholders shall not be liable for any losses or breach of this agreement.

Assignment

These terms may not be assigned by You at any time.

The Company may assign these terms, in part or in whole, without notice to you. Notice does not include updating the terms to reflect the new name of any assignee.

License

You are hereby granted a revocable license to use and engage with the Freeway Platform as provided by The Company. This license entitles you to use, interact with, engage with the services as provided by The Platform.

This License does not grant you any rights or ownership in the Platform Itself. Furthermore, this license does not grant you any rights or ownership in the Company. Nor is it a license to use any of the trademark, protected, or copyrighted information as provided by The Company.

You are not, purchasing, renting, or acquiring any rights or ownership to the Platform.

At any time, the Company reserves the right to suspend your use of, and license to use the Freeway Platform for any reason. In the event that your use is suspended the Company shall inform you via your contact method provided.

The Company reserves the right to terminate your license and use of the Platform for any reason. In the event that your use of the Platform is terminated you will be informed by the communication method you were provided.

In the event that your use of the Platform is suspended, Fees, Funds, Coins, Tokens, Rewards or any other items you hold in or on the Platform may also be suspended. The Company will remove any suspension after a reasonable period of time.

A suspension of license can be incurred for any reason, including but not limited to, Your suspicious behavior, belief of misrepresentation, or breach of rules.

Accuracy of data

It is important that you provide accurate data when signing up for an account.

Failure to provide accurate data is a breach of this Agreement. It also means that the Company cannot reasonably keep in contact with you.

Use of Third Party Services

From time to time The Company may use third parties to provide some of their services and the functions as found on the Platform.

These third parties have disclaimed all liabilities toward as much as possible.

The Company shall hold no liability as to those third parties and in the event of catastrophic failure by the Third Party you hereby grant an irrevocable power of attorney to act on your behalf.

Acting on your behalf shall constitute the recovery and restitution of any and all damages or losses caused by the deliberate act or omission including gross negligence.

The Company does not operate or maintain all aspects of the Network, and as such, The Company has no responsibility or liability for the Network or any ability to control third parties' use of the Network.

Registration of Account

In order to use our Services you are first required to create an account with The Company at freeway.io ("Account"). You agree that when you register for an Account with the Company, that you will automatically open an account with Freeway Exchange and agree that the Company will share your KYC and account information with Freeway Exchange for this purpose. You may close Your Accounts at any time pursuant to the terms and conditions of Your Account.

During the registration process you may be asked questions about yourself. This

information is used in order to determine if you are eligible for an Account. You warrant and agree that all information provided when creating an Account is current, complete, and accurate.

You will promptly notify The Company of any changes to any information that would cause the information provided upon your Account's creation to no longer be current, complete or accurate.

You also expressly agree that no Account will be created until such time as you have successfully confirmed your identity and satisfied The Company that you are who you claim to be during registration. This includes all personal and contact information such as email address and contact number.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify The Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Site, Services or Wallet.

You are responsible for your own account, You are not to share passwords or identifying information with any other party.

No accounts are to be created by Agents acting on behalf of another party. You may only have one account.

Account use

You hereby give an undertaking that you are not signing up for an account with the intention of, or aim of, facilitating money laundering or allowing funds, fees, or any other service to be used in connection with money laundering, terrorist financing, or any other illegal or illicit activity.

If you have a reasonable belief that any of the funds you are using have been or could be used in the facilitation of criminal or terrorist activity you must immediately stop the use of your account and notify The Company.

You may not, at any time, host, hold, operate, or run an account on the Platform in for or on behalf of anyone else without first getting the approval of The Company. Approval must be obtained first before you use the services for or on behalf of someone else.

You may not loan, lend, or allow another person (including all definitions associated

with natural, corporate, partnership or other person) to use your account for any reason.

Account Closure / Termination

You have the right to cancel this Agreement and close your account by providing us with fourteen (14) days written notice in advance by providing such notice to us via our 'Contact Us' webpage. Such cancellation period will be deemed to begin on the day we receive your written notice at which point your use of the Platform comes to an end.

Within this cancellation period, The Company will deliver to you your Freeway Tokens held on the Platform.

The Company has the right to terminate your account at any time for any reason. In the event that your use of the Platform is terminated, Fees, Funds, Coins, Tokens, Rewards or any other items you hold in or on the Platform may be suspended pending investigation by government authorities. The Company will remove any suspension after a reasonable period of time or as required under law and with approval by government authorities deliver such items to you.

Use of Cryptographic Tokens

Being a transfer mechanism to establish the level of participation by You and to enable to interaction with the Platform, by its design any Tokens such as Superchargers, Supercharger Tokens, Freeway Tokens, Aubit or Aubitized Tokens, are NOT and shall in NO case be understood, deemed, interpreted or construed as:

- (i) any kind of currency or money, whether fiat or not;
- (ii) equity interest, voting or non voting securities (or its like) in, or claims against, the Platform or any of its associated entities, including its members, shareholders, consultants, directors or any other entity in any jurisdiction;
- (iii) equity or debt investment of any kind in any venture;
- (iv) any securities having intrinsic value or market price;
- (v) any form of financial derivatives;
- (vi) any commercial paper or negotiable instrument;
- (vii) any form of investment contract between the relevant holder and any other person;
- (viii) any commodity or asset that any person is obliged to redeem or purchase; or

(ix) any note, bond, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person.

Ownership of any Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the Network, if successfully completed and deployed. In particular, you understand and accept that The Company does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Network and/or Company and its affiliates, other than rights relating to the provision and receipt of Services in the Platform, subject to limitations and in this Agreement.

You understand and accept that the Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

Use of Supercharger Staking Protocol

The Supercharger Staking Protocol (the “**Staking Protocol**”) is voluntary and You may participate in the Staking Protocol at your own discretion.

By using the Staking Protocol you are deemed to have accepted these terms which form part of the full terms and conditions of service for the Platform and Freeway system.

Overview

The Staking Protocol is similar to a staking protocol found in other cryptographic services. Users may ‘lock up’ or ‘stake’ their Freeway Tokens in the Platform and when they do so, the user may receive additional bonuses or rewards from the Network in the form of Supercharger rewards.

Two main types of Tokens are available for purchase:

- a) Virtual Simulation Tokens (“**Supercharger Tokens**”), and
- b) Freeway Tokens (“**Freeway Tokens**”)

If you offer to purchase or sell any tokens transactions will not be complete unless and until Freeway Exchange, at its sole discretion, accepts your offer pursuant to its terms and conditions.

If you offer to purchase or sell tokens using cryptocurrencies such as BTC or ETH, and stake your Tokens on the Platform transactions will not be complete unless and until the Company, at its sole discretion, expressly accepts your offer and pursuant to these terms and conditions.

Refunds will be governed by the Refunds Policy located at www.freeway.io.

Supercharger Tokens allow the Customer to participate in a closed-loop virtual simulation within the Platform. The Customer agrees to purchase Supercharger Tokens at the rate advertised on the Platform and stake these tokens in their Platform Account. The amount of Supercharger Tokens purchased and the length of time the Supercharger Tokens are held in its account are at the Customer's sole discretion and within the Customer's day to day control.

Freeway Tokens allow the Customer to engage with the Platform by staking their Freeway Tokens into the Supercharger Staking Protocol, which provides the Customer access to greater Supercharger Staking Rewards, influencing the Customer's annual Supercharger Staking Rewards percentage.

Requirements

You will be required to own and stake Freeway Tokens and Supercharger Tokens in order to receive benefits offered by Supercharger distributions.

Locking up / staking Freeway Tokens only allows you to receive benefits of the Supercharger rewards redistribution program.

By locking up/staking Freeway Tokens you may be entitled to a larger distribution of Supercharger rewards.

You must hold your own Freeway and Supercharger Tokens in order to use the Staking Protocol. You may not borrow, lend, swap, or pool any of your tokens with any other party in order to use the Staking Protocol.

You may deposit and stake your Freeway Tokens into the Staking Protocol and un-stake and withdraw them at any time or subject to notice periods displayed on the Platform from time to time. Deposit/staking and withdrawal/un-staking timeframes are subject to holding and processing times as published on the website from time to time.

Rewards and Distribution

Rewards earned for staking are issued in the form of more Supercharger Rewards Tokens. The amount of rewards that may be earned is dependent upon multiple variables including, but not limited to the relevant annual Supercharger Staking Rewards percentage indicated on the Platform, the amount of Supercharger Tokens staked by the Customer, the amount of Freeway Tokens staked in the Protocol, the amount and length of time the tokens are staked by the Customer, Customer activity,

bonus rewards, Platform fee distributions, referral rewards and giveaway rewards. Rewards may be adjusted, changed or completely ceased at any time.

Distribution of bonuses or rewards will occur on an intermittent basis in line with the Company rules. You should monitor publications and website information in order to find out when and how the distribution will occur. Rewards may change, reduce or cease at any time at the Company's sole discretion.

You may be required to hold your Supercharger or Freeway Tokens in the Staking Protocol for a certain period of time before you may become entitled to bonuses or rewards.

You may stop accruing rewards during notice periods when you give notice to unstake or withdraw your Supercharger Tokens or Freeway Tokens.

Full information on the process, which may change from time-to-time can be found on the Company's website.

Customer to Monitor Variables and Control Platform Rewards

The Customer agrees to control, on a day-to-day basis, the amount of Staking Rewards received by adjusting the Customer's ratio of Freeway Tokens to Supercharger Tokens staked in the Protocol, undertaking platform activity, and/or earning referral rewards or other factors as required and inticated on the website from time to time. In order to obtain the maximum amount of annual Supercharger Staking Rewards, the Customer should maintain the value of its Freeway Tokens staked in the Staking Protocol to be not less than 5% of its total Supercharger Tokens value. The effects that staking Tokens in the Protocol have may change from time to time without notice.

Fees

The Customer agrees to pay fees as indicated on the Platform from time-to-time. Which may be adjusted without notice at any time.

You hereby warrant and undertake that You have sufficiency of knowledge around staking, pooling, and lockup's of cryptographic assets to take part in the Staking Protocol. You further warrant that you understand the closed-loop virtual simulation nature of Freeway Tokens and Supercharcher Tokens as set out herein and you have no expectation of profit.

You will hold the Company and its affiliates, officers, directors, employees, contractors and partners harmless for any damages or losses resulting in the use of the Staking

Protocol.

Notice

From time to time the Company may change the name of the Staking Protocol, including but not limited to referring to it as Staking, Lockup's, Supercharging or Holding.

BY TAKING PART IN THE STAKING PROTOCOL, YOU HEREBY WARRANT THAT YOU ARE NOT EXPECTING ANY REWARD IN LINE WITH ANY KIND OF SECURITY. LOCKING UP/STAKING TOKENS ONLY PROVES YOUR ONGOING PARTICIPATION ON THE FREEWAY PLATFORM AND CREATES THE POSSIBILITY THAT YOU MAY EARN A VIRTUAL REWARD ONLY.

FREEWAY TOKENS AND SUPERCHARGER TOKENS ARE NOT A SECURITY AND DO NOT CONFER ANY KIND OF RIGHT OR VALUE TO THE CUSTOMER; HOLDING, LOCKING, POOLING, OR STAKING THEM DOES NOT CONSTITUTE AN ACTIVITY SUCH AS BROKERAGE, FUNDING, LENDING, INVESTMENT OR OTHER.

OBTAINING REWARD TOKENS IS NOT AND DOES NOT CONSTITUTE ANY KIND OF INTEREST AND FREEWAY IS NOT OBLIGED TO ISSUE REWARD TOKENS.

Authority

You hereby grant the Company and its affiliates authority to use your Freeway Tokens as necessary and at their own discretion, once they are locked-up/staked. Using these Tokens is at the discretion of the Company and does not constitute any kind of loan or financial service.

The Company and its affiliates shall be entitled to use your Tokens until such time as they are removed from the Staking Protocol by you subject to any applicable time-locks or notice periods.

Waiver

You hereby waiver any damages or losses sustained as a result of or resulting from the use of the Staking Protocol.

All staking, locking, or pooling programs come with a degree of risk. In the event of catastrophic failure, hack, or breach of the program, the Tokens held in Lockup can be irreversibly lost. In such an event, you hereby waiver any claims or actions against the Company including its members, directors, officers, employees, advisors, and consultants.

Suspension

The Staking Protocol may be suspended at any time without notice, for any reason. Your participation in the Staking Protocol is dependent upon your good standing with the Platform and any of its services or related entities. If, for any reason the Company has reason to suspect, or evidence of your misuse of any of their services, your participation in the Staking Protocol can be terminated at any time.

The Staking Protocol and associated rewards or earned rewards can be terminated and revoked at any time for any reason.

KNOW YOUR CUSTOMER (KYC)

You are required to undertake Know Your Customer (“KYC”) inspections by the Company in order to use The Platform.

During the KYC check you will be expected to provide documents and provide your identity. If you fail to prove your identity your account will be suspended or terminated.

All documents provided during the KYC process will be maintained by The Company or by a dedicated third party which provided such service.

The Company shall be entitled to take any action to identify any Purchaser at any time, even after the close of the Payment Window or sign up form/section. If The Company conducts “know your customer” exercises or any other kind of customer due diligence to verify the identities of all or part of You, You shall timely provide all such information and meet all such requests as may be sought or instructed by The Company for that purpose.

Security

You are responsible for implementing reasonable measures for securing the wallet, or other storage mechanism you use to receive and hold any Cryptographic Tokens you purchase from The Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Cryptographic Tokens. We are not responsible for any such losses.

WARNING: DO NOT OPERATE, USE, OR SIGN UP FOR THE FREEWAY PLATFORM IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.

The use of the Platform should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic Tokens, like Bitcoin (“BTC”), and blockchain based software systems. You should have functional understanding of storage and transmission mechanisms associated with other cryptographic Tokens. While the Company and team will be available to assist You where possible of your use of The Platform, The Company will not be responsible for lost cryptocurrency, such as BTC, ETH, or other Tokens resulting from actions taken by, or omitted by You.

Assistance with investigation

In the event of any Criminal or Regulatory investigation into You or the Platform, The Company will hand over all information relating to You, Your Account, Account Activity, and any other information collected during your use of and operation of your Account.

In the event of being presented a Court Order from a competent court The Company will comply with all instructions contained within the Order.

Waiver of Class Action

You hereby waive your rights (under domestic or other law) for and to the right in bringing a class action against The Company.

This includes any group, partnership, or other action by multiple parties in the same lawsuit.

Logos and Icons

Any and all icons or Logos remain the exclusive property of The Company and maybe granted under License from another Company within the group.

You have no right, claim, or other action to use, copy, or otherwise promote the Company or affiliation with the Company by use of or reproduction of any trademarked Logo without the express written consent of the Company.

At no time does The Company provide any legal, financial, investing advice and any publicized, provided, or referred to information or publications should not be considered as such.

The Company's documents, site or services are not any other kind of specialized

or expert advice on which You might detrimentally depend, causing liability against The Company. In using the Platform, you represent and warrant that you have sought legal, financial, investment or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or The Company management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or other assets acquired using the Platform and assume no fiduciary duties to you.

You represent and warrant the understanding that any recommendations or commentary made by The Company or its employees or other should be considered generalized in nature, and you should use your own judgement or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

At all times the You agree to undertake Your own due diligence regarding the use of the Platform before engaging in any of the Services provided by The Company.

Links to other Websites

The Company may provide links to third-party websites or services that are not owned or controlled by The Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

You further acknowledge and agree that The Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such web sites or services. The Company is not liable for any loss or damage incurred as a result of interacting with any third party content on our Site.

The Company cannot guarantee or verify the contents of any externally linked website despite its best efforts. The Company will not be liable from any damages or implications caused by visiting any links to external websites.

Use of Cookies

The Company's Platform and website uses tracking software and cookies to better Your experience while visiting the website and so the Company can better

understand how you interact with the website.

Cookies are small files saved to Your computer's hard drive that track, save and store information about Your interactions and usage of the website, but will not collect or store personal information. This allows the website, through its server to provide You with a tailored experience within this website.

You are advised that if You wish to deny the use and saving of cookies from this website onto Your computers hard drive You should take necessary steps within Your web browser security settings to block all cookies from this website and its external serving vendors.

Other cookies may be stored to your computer's hard drive by external vendors when this website uses referral programs, sponsored links or adverts. Such cookies are used for conversion and referral tracking and typically expire after 30 days, though some may take longer. No personal information is stored, saved or collected.

Contact and Communication

Your personal information is kept private and stored securely until a time it is no longer required or has no use, as detailed in the Data Protection Act (or other applicable law to The Company). Every effort has been made to ensure a safe and secure form to email submission process but advise using such form to email processes that You do so at Your own risk.

The Company will use your details to subscribe you to any email newsletter program the website operates but only if this was made clear to you and your express permission was granted when submitting your information. Your details are not passed on to any third parties except with your consent.

In sending the Company or the website your personal information you are consenting to allow the Company to contact you subject to the above conditions. Any data held by the Company relating to individuals will be stored and destroyed in accordance with data protection laws and anti-money laundering or related laws.

Email Communications

From time to time The Company operates an email newsletter program, used to inform subscribers about products and services supplied by this website. You can subscribe through an online automated process should You wish to do so but do so at Your own discretion.

All personal details relating are held securely and in accordance with data protection laws. Except as required by law for Anti-money laundering and counter terrorism

purposes to the relevant authorities, no personal details are passed on to third parties nor shared with companies / people outside of the Company that operates this website.

Email marketing campaigns published by this website or its owners may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include; the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity [this is by no far a comprehensive list].

This information is used to refine future email campaigns and supply the You with more relevant content based around their activity.

Copyright of Communications In Connection With Our Services

You agree that any materials, information or communications transmitted between the You and The Company in any form, or between the You and any other Token You via our Wallet, are non-confidential and will become the sole, exclusive property of The Company .

The Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

Social Media Platforms

Communication, engagement and actions taken through external social media platforms that this website, the Company, and its owners participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question. You are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

The Company holds responsibility for any and all comments, posts or any other action taken on social media belonging to the Company. Social media can easily be identified as belonging to the Company by the name of the account on the relevant social media platform. Any and all comments and actions made on social media are not intended to cause offense or serve as a defamatory action. Each and every posting will be

checked
for accuracy.

If you believe your intellectual property rights, personal rights, or any other rights have been infringed by any action on social media you are to notify the Company as soon as possible so that the Company has an opportunity to rectify and/or remove the post.

Indemnification

In the event that You breach this Agreement, You agree to indemnify, exculpate and hold The Company, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of these Services and Your breach of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs incurred by The Company or any other indemnified parties as a result of Your actions.

Disclaimer of Warrants and Guarantees

The Company does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees not expressly made in these Terms.

Dispute Resolution

Except to the extent that this Section is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this section shall apply.

The parties must use all their reasonable endeavours to resolve any dispute arising in connection with this Agreement. If the parties fail to resolve a dispute within 5 business days of one party giving notice to the other of the dispute, either party may, by giving notice to the other, refer the dispute to the parties' Senior Officers (where you are an individual no such referral is applicable) who, each party must ensure, must cooperate in good faith to resolve the dispute as amicably as possible within 10 days of the dispute being referred to them.

If the Senior Officers (or an individual and our Senior Officer) fail to resolve the dispute within 10 days of the dispute being referred to them, the parties must, at the written request of either party and within 10 days of receipt of the request, refer the dispute to a registered mediation service. The costs of the mediator shall be met equally by the parties. If the dispute or difference is not settled within 30 days of referral to mediation

(unless such period is extended by agreement of the parties), it shall be and is hereby submitted to arbitration.

Jurisdiction

These terms and the relationship between You and the Company shall be governed by the laws of the Republic of Estonia and the courts of the Estonia have jurisdiction over these terms and the relationship.