

## **You Terms for Aubit Freeway Platform**

This AGREEMENT is made between You ('You') as an individual, corporate entity, or other You of the Aubit Freeway Platform BETA version and Freeway Operations Inc (The 'Company').

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

The Company - Means Freeway Operations, Inc.

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 Freeway Operations Inc.

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

### **Scope**

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

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**

In 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 the Republic of Seychelles 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 him/her 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 is a natural person with full civil capacity of conduct under the laws of the jurisdiction where he/ she is domiciled or maintains 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 is not acting as a nominee or agent for or on behalf of any third party.

All the above representations and warranties made by a 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.

These terms can be varied from time to time by the Company.

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 during the sale 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 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 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; and

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**

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) that arise from or relate to:

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

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.

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), arising out of or related to disputes between You and the acts or omissions of third parties. 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 general participation in the Token Sales Event or 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 Licenses 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 licenses 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 reserved 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, 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, suspicious You behavior, belief of misrepresentation, or breach of rules.

### **Accuracy of data**

It is important that you provide an accurate date 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,

### **Account use**

In order to access the Platform and activate your license to use, you must set up and establish an account on the Platform.

You hereby give an undertaking that all information provided during the sign up process is accurate.

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 should 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.

### **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 ("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.

## **Use of Cryptographic assets**

Being a transfer mechanism to establish the level of participation by You to enable to interact with the Platform, by its design any 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, SPLYT 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 an 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 Network, subject to limitations and conditions in these Terms and applicable Network Terms and Policies (as defined below). You understand and accept that the Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

## **KYC**

You are required to undertake Know Your Client 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 asset 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 Assets. 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.

## **The Company Does Not Provide Legal, Financial or Investing Advice At no time**

**does The Company provide any legal, financial, investing advice and**

**any publicised, 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 the You might detrimentally depend, causing liability against The Company . In using the Wallet, you represent and warrant that you have sought any 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 our Wallet 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 You should be considered generalised 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 agrees to undertake their own due diligence regarding the use of online digital Wallets and The Tokens before engaging in any of the Services provided by The Company.**

### **Links to other Web Sites**

The Company or other You may provide links to third-party web sites 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 owners of this website and the Company cannot guarantee or verify the contents of any externally linked website despite their best efforts. You should therefore note they click on external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

This website may contain sponsored links and adverts. These will typically be served through our advertising partners, to whom may have detailed privacy policies relating directly to the adverts they serve.

Clicking on any such adverts will send you to the advertisers website through a referral program which may use cookies and will track the number of referrals sent from this website. This may include the use of cookies which may in turn be saved on your computer's hard drive. You should therefore note they click on sponsored external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

The owners of this website and the Company cannot guarantee or verify the contents of any externally linked website despite their best efforts. You should therefore note they click on external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

### **Use of Cookies**

This website uses cookies to better the You experience while visiting the website.

Where applicable this website uses a cookie control system allowing the You on their first visit to the website to allow or disallow the use of cookies on their computer / device. This complies with recent legislation requirements for websites to obtain explicit consent from You before leaving behind or reading files such as cookies on a You's computer / device.

Cookies are small files saved to the You's computer's hard drive that track, save and store information about the You's interactions and usage of the website. This allows the website, through its server to provide the You with a tailored experience within this website.

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

This website uses tracking software to monitor its visitors to better understand how they use it. The software will save a cookie to your computer's hard drive in order to track and monitor your engagement and usage of the website, but will not store, save or collect personal information. You can read our privacy policy on our website for further information.

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**

You contacting this website and/ or The Company do so at their own discretion and provide any such personal details requested at their own risk.

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 You using such form to email processes that they do so at their own risk.

This website and its owners use any information submitted to provide you with further information about the products / services they offer or to assist you in answering any questions or queries you may have submitted.

This includes using 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 any form to email process. Or whereby you the

consumer have previously purchased from or enquired about purchasing from the Company a product or service that the email newsletter relates to. This is by no means an entire list of your You rights in regard to receiving email marketing material. Your details are not passed on to any third parties.

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 once a period of 12 months of no communication has occurred between The You and The Company.

The Company will never knowingly or willingly pass information it holds on You (For clarity this includes: clients, prospects, or website You) onto a third party without the consent of the said You.

### **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 they wish to do so but do so at their own discretion. Some subscriptions may be manually processed through prior written agreement with the You.

Under the Data Protection Laws you may request a copy of personal information held about you by this website's email newsletter program. A small fee will be payable. If you would like a copy of the information held on you please write to us using the contact details contained on the 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.

You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution in regard to their own privacy and personal details. This website nor its owners will ever ask for personal or sensitive information through social media platforms and encourage You wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email.

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.

## **Reputation**

You shall do nothing to bring The Company , its members, directors, shareholders, or any part belonging thereto into disrepute or dispute.

At all times the You shall be an ambassador of The Company and act within its best interests. They shall do nothing to harm the Company, its members, shareholders, or anyone associated with it.

You shall report and notify The Company of any unwanted, unreasonable, bad, or negative outcomes as to their use of the Website or Services.

### **Indemnification**

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, including any breach by you 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 that incurred 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 that not expressly made in these Terms.

### **Jurisdiction**

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

### **Use of Catalyst Lockup Program**

The Catalyst Lockup Program is voluntary and You may participate in the Program at your own discretion.

In using the lockup program you are deemed to have accepted these terms which form part of the full terms and conditions of service for the Aubit system.

### **Overview**

The Catalyst Lockup Program is similar to a Staking Protocol found in other cryptographic services. Users may 'lock up' their Freeway Tokens in the Aubit Network, when they do so, the user is entitled to additional bonuses from the network.

### **Requirements**

You will be required to own Freeway and AVHF tokens in order to receive benefits offered by the AVHF distribution.

Locking up Freeway tokens only allows you to receive benefits of the AVHF

redistribution program.

In locking up Freeway tokens you are entitled to a larger distribution from the AVHF distribution program.

You must hold your own Freeway and AVHF tokens in order to use the Lockup Program. You may not borrow, lend, swap, or pool any of your tokens with any other party in order to use the Lockup Program.

You may deposit your tokens into the Lockup program and withdraw them at any time. Deposits and withdrawals are subject to holding and processing times as published on the website from time to time.

### **Distribution**

Re-distribution of AVHF 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.

You are required to hold your Freeway Tokens in the Lockup Program for a certain period of time before you are entitled to the AVHF reward benefits.

Full information on the process can be found on the Company Website.

### **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 Lockup protocol.

You will hold The Company harmless for any damages or losses resulting in the use of the Lockup Program.

### **Notice**

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

IN TAKING PART IN THE LOCKUP PROGRAM, YOU HEREBY WARRANT THAT YOU ARE NOT EXPECTING ANY REWARD IN LINE WITH ANY KIND OF SECURITY. LOCKING UP TOKENS ONLY PROVES YOUR ONGOING PARTICIPATION ON THE FREEWAY PLATFORM AND SERVES AS A REWARD ONLY.

FREEWAY TOKENS AND AVHF TOKENS ARE NOT A SECURITY AND DO NOT CONFER ANY KIND OF RIGHT TO THE USER. HOLDING, LOCKING, POOLING, OR

STAKING THEM DOES NOT CONSTITUTE AN ACTIVITY SUCH AS BROKERAGE, FUNDING, LENDING, OR OTHER.

OBTAINING REWARD TOKENS IS NO AND DOES NOT CONSTITUTE ANY KIND OF INTEREST.

**Authority**

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

The Company shall be entitled to use your tokens until such time as they are removed from the lockup program by you.

**Waiver**

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

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, advisors, or consultants.

**Suspension**

The Lockup Program may be suspended at any time without notice, for any reason.

Your participation in the Lockup Program is dependent upon your good standing with the Aubit Freeway Platform and any of the AuBit services. If, for any reason The Company has reason to suspect, or evidence of your misuse of any of their services, your participation in the Lockup Program can be terminated at any time.

The Lockup Program can be terminated at any time for any reason.