

Freldo Token (Coin FRLD) Pre-Sale and Token Sale

Terms and Conditions

These Terms and Conditions ('T&C') affect your legal rights and obligations which include but are not limited to waivers of specific rights and limitation of liability. They govern Your use of (i) the Website and/or (ii) the Freldo Token(s) ('FRECN' or 'Token(s)') and/or (iii) participation in the Token Pre-sale or Initial Token Sale or any other form of Token Offering (together referred to as 'Sale' or 'Token Sale' or 'Freldo Token Sale') and (iv) also to a certain extent use and access of platforms and applications developed and maintained by Freldo Inc. and its partners and affiliates ('Freldo Platforms'). Please read and understand them carefully before you move ahead. If you do not agree to any of these T&C then you should immediately cease the use of the Freldo Inc. website or applications: Freldo.com ('Website'), and sites developed and maintained by affiliates ('Freldo Platforms') and delete any information collected from it and refrain from use, purchase, sale or conduct of any other transaction related to the Freldo Platforms.

1. Introduction

- 1.1. These T&C including any and all Accompanying Documents, constitute a legally binding agreement between the Website Owner and any and all Users as defined herein in the - *Definitions* (Clause 2).
- 1.2. Every person accessing the Website or using the Token should comply with the T&C. Continued usage of the Website or the use of the Token means that the User complies with the provisions of these T&C and any and all accompanying documents and provide valid consent to the same as per the laws applicable to you.
- 1.3. Users are recommended to immediately read and understand these T&C, the Token Sale Privacy Policy and all other Accompanying Documents as it is implied that they consent to all the provisions of the T&C, the Token Sale Privacy Policy and all other Accompanying Documents through their continued usage. If You do not agree with these T&C in general or any part of thereof, such Users should refrain from the use of the Website or the Tokens in any form.
- 1.4. In addition to consent through continued usage, Your consent for the Use of Freldo Platforms, Freldo Tokens, the Website and/or its additional features can also be provided by use of any authentication including by completing any required forms or through Use of the Website or clicking on any required buttons/links on the Website or through email or by use of any other authentication options provided by the Website Owner or through any other mode that is commonly used in the industry and is permitted by law.

2. Definitions

The terms defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly mentioned otherwise:

- 2.1. '**Accompanying Documents**' means other documents related to the Freldo Token Sale in addition to these T&C including but not limited to the Whitepaper, Token Sale Privacy Policy, Token Pre-Sale Agreement, Token Sale Agreement for the Token Sale. In case of any discrepancies between Accompanying Documents and the T&C, the latter shall apply.
- 2.2. '**Account**' means a User's digital account created and maintained on the Website, which is used to purchase Freldo Tokens (FRECN) during the Freldo Token Sale and later to store, view and Use the Tokens in other permitted ways. A User is given the access to an Account upon its successful creation by providing the Website with all the required information. Only authorized Users have a right to purchase Tokens on the terms provided herein.
- 2.3. '**Affiliated Parties**' means any persons or entities that are related to the Freldo Team, including, but not limited to partners, employees, agents and contractors of the Company.

- 2.4. '**Agreements**' mean these T&C and any other rules, policies or procedures that may be issued by the Freldo Team and Website Owner and published from time to time on the Website (including the Accompanying Documents).
- 2.5. '**Freldo Platforms**' means an ecosystem of consisting of Freldo Application ('Freldo Application) and associated software platforms including the Freldo website and associated applications and software developed by Freldo affiliates and partners.
- 2.6. '**Freldo Team**' means the creators of the Freldo and Freldo Platforms and initiators of the Freldo Token Sale as presented on the main page of the Website, who are experts in their respective fields and involved in the development of the Freldo Platforms and infrastructure.
- 2.7. '**Freldo Tokens**' or '**Tokens**' or '**FRECN**' means cryptographic tokens, which have been / will be released by the Website Owner in the sale or through other methods. The mentioned Tokens would be released in compliance of the laws of the Country where they will be released. Tokens, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right except as specially provided in the Whitepaper and/ or other Accompanying Documents.
- 2.8. '**Cryptocurrency**' means digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) or any other permitted digital currency used by Users to purchase Tokens.
- 2.9. '**Party**' refers to either the Website Owner or the User who are bound by these T&C and '**Parties**' refer to both of them together.
- 2.10. '**Smart Contract**' means digital computer protocol intended to facilitate, verify and enforce the negotiation, use and purchase of Tokens by a User.
- 2.11. '**Use**' means use of the Website in any manner and/or use of the Token(s) in any manner including but not limited to sale, purchase, trading and transfer.
- 2.12. '**User** (also referred to as "**You**" or "**Your**" as required) means any person who is at least 18 years old and, who uses the Website and/or Uses or purchases the Token, with/ or without prior registration and/ or authorization using or without using the Account. The Website Owner reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of Token Sale (i.e. Accredited participants, etc.) as shall be mentioned on the Website and Whitepaper.
- 2.13. '**Website Owner** (also referred to as "**Company**", "**We**", "**Us**") means the Freldo Inc., a company that is incorporated for the purpose of developing and running Freldo.com website. The Company is not a financial entity, investment entity, investment advisor, financial consultant or a partner, employer, agent or adviser for any User.
- 2.14. '**Website**' means the website Freldo.com and any other Freldo applications which is maintained and owned by the Website Owner, as well as websites and applications developed by Freldo affiliates, partners and associated developers.
- 2.15. '**Whitepaper**' means one of the Accompanying Documents published by the Website Owner on the Website, describing technical and marketing details of the Freldo Token Sale, the idea and purpose of Freldo Inc., as well as respective pricing and tokens distribution periods.
- 2.16. '**Freldo Token Sale**' means an offering of Tokens to eligible Users to purchase Tokens which can be used on Freldo Platforms. The Tokens are available in the Token Sale for a limited period of time, and will be available in the future through public sale and other processes as described on the Website and the Whitepaper.

3. General Provisions and Notes

- 3.1. Freldo Inc. don't offer and don't sale FRECN token in the United States, Canada, Singapore and People's Republic of China and other countries and territories where transactions or using of digital tokens fall within restrictions and where FRECN would be required for registration or a license from governmental bodies.
- 3.2. These T&C are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the T&C at any time by discontinuing the use of the Website and surrendering the Tokens held by them without any compensation or any other claims of any form against the Website Owner, Freldo Team or Freldo Platforms.
- 3.3. The User acknowledges and accepts that these T&C are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion. The User's continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User's consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.
- 3.4. The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, Freldo Platforms and Tokens, and/or disable any access to the Freldo Platforms, Website or Tokens for any reason.
- 3.5. By using this Website each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence and citizenship):
 - 3.5.1. he (she) is of an age of majority to enter into these Agreements (at least 18 years of age),
 - 3.5.2. meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Website Owner and in doing so will not violate any other agreement to which he (she) is a party;
 - 3.5.3. he (she) has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;
 - 3.5.4. if it is a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;
 - 3.5.5. he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - 3.5.6. he (she) is not a resident or citizen of the Restricted States as specified in paragraph 3.1. hereof.
- 3.6. A User shall not Use the Website if under the Applicable Law and/or law of the country of User's citizenship or residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of Tokens under the laws governing him, should not access this Website and is prohibited from accessing, referencing, engaging, or otherwise using this Website.
- 3.7. Before using the Website and/or making any offer for purchase or purchasing any Tokens, a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and Token Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these T&C. By using the Website each and any User

confirms that he (she) has fully read and understood not only these T&C, but any Accompanying Documents and fully accepts their terms.

- 3.8. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Website Owner. The Website Owner does not guarantee their safety and conformity with any User expectations. Furthermore, We are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.
- 3.9. All Simple Agreement for Future Tokens (SAFT), Private Placement Memorandum (PPM), Email communication, website posts, blog posts, personal messages and other documents which may have been released on the Website or on any other medium by the Freldo Team or Website Owner prior to 14 June, 2018 stands terminated and all Users who had conducted transactions based on those documents have been provided a 10 (Ten) day period from the date of publication of these revised T&C on the Website to contact the Website Owner if they have any objections or comments on the changes which have been made. If the User has not communicated any objections or comments within the given period, it is presumed that he (she) agrees and complies with the provisions of the new T&C and Accompanying Documents which will be binding on transactions conducted on the Website and/or its Use before 14 June, 2018.
- 3.10. The User will be solely responsible to ensure that he (she) complies with the revised eligibility conditions and provisions of T&C and Accompanying Documents which were published after 14 June, 2018 as they also govern any transactions on the Website even before that date. Continued usage of the Website and/or the Tokens signifies knowledge and consent of the User to the new T&C and Accompanying Documents and the eligibility conditions, rights and responsibilities of the User provided under them.
- 3.11. Citizens and residents of the Restricted States have been expressly prohibited to acquire the Tokens and any possession of Tokens by them in violation of the T&C and Accompanying Documents would be invalid.

4. Registration of Accounts for Sale of Tokens and Use of Tokens

- 4.1. In case you fill in the requisite forms and/or complete additional procedures prescribed under these T&C and Accompanying Documents, an Account will be created by the Website Owner for the purpose of participation in the Tokens Sale and Use of the Tokens in the future. This creation of an Account on the Website is being made at your sole request and with Your chosen login details and password. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information submitted by You and used for the creation of the Account is used subject to the accompanying Privacy Policy and other Accompanying Documents available on the Website.
- 4.2. You hereby expressly consent that you are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login details and password private and to immediately notify the Website Owner of any unauthorized Account activity You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or We may face as a result of Your failure to do so and we may undertake legal proceedings to recover any such losses.
- 4.3. You may request to deactivate or terminate your Account on the Website, at any time and for any reason by sending a request for the same in by emailing support@freldo.com. We may recover any dues which resulted from the use of your Account at the time of termination of the Account and/or even after the termination of the Account through all possible means if they are discovered after the termination of the Account.

- 4.4. We may terminate Your use of and registration with the Website at any time if You violate these T&C or any other Accompanying Documents of the Website Owner, at our sole discretion and without prior notice and/or without any liability or further obligation of any kind whatsoever to You or any other Party, when we find such measures reasonable and/or necessary in a particular situation.
- 4.5. The Token Sale Agreement, Token Pre-Sale Agreement the T&C and any other Accompanying Documents will be considered as contracts concluded within the 'trade or profession' of the User

5. Indemnity

- 5.1. To the extent allowable under Applicable Law, the User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, Affiliated Parties, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.
- 5.2. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Token Sale, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of products under these T&C or any other authority or any other cause whatsoever beyond our absolute and direct control.

6. Exclusion of Warranties and Limitation of Liability Clause

- 6.1. Any and all purchases of Tokens through the Sale or any other future sales are final and non-refundable. By purchasing the Tokens, the User acknowledges that neither Website Owner nor any other of its Affiliated Parties are required to provide a refund for any reason, and that the User will not receive or demand money or other compensation for any Tokens that is not used or remains unused for any reason.
- 6.2. This Website, Freldo Platforms and the Tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Tokens and their use.
- 6.3. You hereby expressly agree that the Website Owner or its Affiliated Parties do not accept any liability for any damage or loss, including loss of any savings, business, revenue, or profits, or future profits or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.
- 6.4. You understand and agree that the Website Owner and any of its Affiliated Parties shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value (if it is ever attributed to it) of the Tokens or cryptocurrency or Fiat currency. The Website Owner shall not provide to the User any refund possibility (payout liquidity) for the purchased Tokens. The User understands and expressly agrees that the Website Owner shall not guarantee in any way that Tokens might be sold or transferred during or after the Tokens Sale.

- 6.5. You understand and agree that it is Your sole obligation to ensure compliance with any legislation relevant to Your country of citizenship, residency or domicile concerning use of this Website and Use and buying of the Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Tokens. In case of any change in legislation in Your country of citizenship, residency or domicile which makes the Use of the Website and/or Tokens illegal, you agree to cease use of the Website and/or Tokens immediately and absorb any possible losses arising out of the same. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase and/or purchase hereunder.
- 6.6. The Website Owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Website Owner shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 6.7. Acquisition of Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any Tokens, issued by Website Owner or Mined or acquired through any other manner is not entitled to any guaranteed form of interest, dividend or other revenue right unless specifically mentioned in the White Paper or the other Accompanying Documents. Holders of the Tokens are only entitled to a limited right of the use of the Tokens in Freldo Platforms if it is successfully purchased, produced, Used and launched in accordance with the terms set out herein.
- 6.8. If Applicable Law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by Applicable Law. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of the Website, and that You should not accept any liability for any illegal or unauthorized use of the Website. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase and/or purchase or the services provided by the Website hereunder.
- 6.9. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with Users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. In case of those situations, the T&C and Accompanying Documents will govern you to the maximum permissible limits.

7. Disclaimers

- 7.1. Any cryptographic tokens that possess value in public markets, such as Bitcoins or Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of Tokens should be prepared to expect similar fluctuations, both down and up, in the price of Tokens denominated in respective cryptocurrency (BTC or ETH) or Fiat currencies (USD or EUR or any other fiat currency). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Website Owner cannot and does not guarantee market liquidity for Tokens. By purchasing Tokens, You expressly acknowledge and represent that You fully understand that they may not be able to sell the Tokens in any markets and experience volatility in pricing and will not seek to hold the Website Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of Tokens.
- 7.2. The purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks are unacceptable to You, You should not purchase Tokens. By purchasing Tokens, You are agreeing not to hold the Website Owner or any Affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with the risks set forth herein.

- 7.3. Should You proceed to purchase any Tokens and the product fails to be suitable for the special or particular purpose as intended by You, we will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Tokens).
- 7.4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.
- 7.5. It is possible that the Freldo Platforms and Website will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project. Such a lack of interest could impact the development of the Freldo Platforms and potential use of it. Therefore, the success of the mentioned project cannot be predicted.
- 7.6. The User recognizes that the Freldo Platform is under continuous modifications even now and may undergo significant changes continuously. The User acknowledges that any expectations regarding the form and functionality of the Freldo Platforms may not be met upon continuous functioning of the mentioned project, for any number of reasons including continuous change in the design and implementation plans and execution of the implementation of plans by the Freldo Team and the Company.
- 7.7. The Website Owner and the Freldo Team do not support any unfair or fraudulent practices and confirm their intention to continue to develop and improve the Freldo Platform and the entire project. However, due to the risks, associated with cryptocurrency and digital tokens market (including those described in this Section), the User understands and accepts that while the Freldo Team will make reasonable efforts to complete the mentioned project, it is possible that an official completed version of the Freldo Platforms may not be released and there may never be an operational platform.
- 7.8. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.
- 7.9. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.
- 7.10. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Token Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.
- 7.11. The Tokens are unregulated. The Website Owner and the Freldo Team are closely following changes to legislation in the most relevant jurisdictions in the world and will try to act accordingly, if changes impact operations of Tokens. The Website Owner and/or Freldo Team or any of its Affiliated Parties is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, financial advisory, money changing, banking, fund management or investment advice. This Token Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 7.12. This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities or commodities.
- 7.13. The Freldo Platform may deal in securities or Cryptocurrencies or Tokens or Coins or other financial products. This is completely separate from the FRECN Token and the Token Sale and the FRECN Token is not related to other Tokens or Cryptocurrencies or Securities in any manner.

- 7.14. None of the information or analysis presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not and does not offer and shall not be construed as investment or financial product.
- 7.15. There are no warranties and/or guarantees given that Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange services providers. In any case, We will not enable exchange of Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Tokens due to potential lack of liquidity.
- 7.16. It is possible that even if the Token and the Freldo Platforms are fully functional, Users may not be able to participate in any intended or implied projects and use their Tokens. By holding Tokens, the User acknowledges that he (she) understands that while every effort will be made to keep the Freldo Platforms functioning, it may have to be closed down or not perform as expected and the Token holders accept complete sole responsibility for any such situation wherein they face loss without any possible compensation.

8. Intellectual Property Rights

- 8.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary for the conduct of selling of the Tokens, Freldo Platforms and his activities generally.
- 8.2. In no way shall these T&C entitle any User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Website Owner and is protected by national and international intellectual property rights protection laws.
- 8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Website Owner.
- 8.4. If for the purpose of any intellectual property right registration of the Website Owner, any documentary submission or any other action is required from the User, the User must provide the Website Owner with the respective assistance without any remuneration for the same.