

Terms of Use agreement

Effective date (Updated): October 7th, 2023

General Terms

The given Agreement (further-"Terms of use ") defines an order of interaction with the Site of the Company, or Applications at any stage of their use, including at registration in services with the purpose of familiarization with Services FREE2EX and functionality of the Application before establishment of relations of participation in trading.

The Terms of use do not grant you the status of a token trading participant, do not establish or regulate relations related to token trading. Relations with the client as a token trading participant are established by concluding a separate AGREEMENT FOR PARTICIPATION IN TOKEN TRADING when you pass the verification procedure.

For use of the Application or Services FREE2EX with the purpose of familiarization with functionality, it is enough for you to preliminary registration. For this purpose you need to enter the minimum necessary personal data (name, e-mail and phone number) and to comply with these Terms of use. If you want to continue using Applications for participation in token trading and want to establish relations with the Company as a participant of token trades, you will have to complete registration by verification of your data (to receive the status "Verified").

By accessing with FREE2EX, you confirm that you are in agreement with and bound by the terms of service contained in the Terms of use outlined below. These terms apply to the entire website, App/Application, any email or other type of communication between you and FREE2EX.

Under no circumstances shall our team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site of the Company, App/Application, even if the FREE2EX team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

The Company will not be responsible for any possibilities or outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

You must be a natural person to create an account, access the FREE2EX Services or use the Services through the mobile application version.

By accepting these Terms of use, you confirm that you meet the following requirements:

-if you are a natural person, you must be at least 18 years old, you must be legally capable;

- if you represent a non-resident of the Republic of Belarus, you may be refused if it contradicts the legislation of the state of which non-residents of the Republic of Belarus are citizens (nationals) and (or) in the territory of which they have a permanent place of residence in accordance with a residence permit (or similar document) or a place of location (established, registered);

- you must not be persons included in the list of organizations, individuals, including individual entrepreneurs, involved in terrorist activities, as well as legal entities whose beneficial owners are included in this list;

Compliance with these requirements, as well as the fact that you are not a person with whom the Company is prohibited to establish relations in cases stipulated by law, as well as if such prohibition is stipulated by acts of the Supervisory Board of HTP, agreements of the Company or local legal acts of the Company, is verified by means of data verification.

License

The Company grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the app strictly in accordance with this Terms of use.

License could be worldwide, except the prohibited countries' list, that is available at the Company's Website.

These Terms of use are a contract between you and the Company (referred to in these Terms of use as "FREE2EX", "us", "we" or "our"), the provider of the FREE2EX mobile application and the services accessible from the FREE2EX mobile application (which are collectively referred to in these Terms of use as the "FREE2EX Service").

You are agreeing to be bound by these Terms of use. If you do not agree to these Terms of use, please do not use the FREE2EX Service. In these Terms of use, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms of use, we reserve the right to cancel your account or block access to your account without notice. In these Terms of use, "you" refers to both you as an individual and the entity you represent. If you violate any of these Terms of use, we reserve the right to cancel (delete) your account, or block (terminate) access to your account without notice.

Definitions and key terms

To help explain things as clearly as possible in this Terms of use, every time any of these terms are referenced, are strictly defined as:

- **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company:** when this terms mention "Company," "we," "us," or "our," it refers to PIXEL INTERNET LTD (TIN: 590995582), that is responsible for your information under this Terms of use.
- **Country:** where the Company or the owners/founders of the Company are based, in this case is Belarus.

- Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit FREE2EX and use the services.
- Service: refers to the service provided by the Company as described in the relative terms (if available) and in the FREE2EX trading system.
- Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- App/Application: FREE2EX app, refers to the SOFTWARE PRODUCT identified above. It can be both mobile application, and web-version of trading system FREE2EX, the Site of the Company. At restriction of possibility of data input, performance of any functions in such programs and applications, the basic channel of interaction with FREE2EX is the Web-version.
- Site - any website addresses used by the Company as a crypto platform operator, including <https://www.free2ex.com/>, <https://www.free2ex.ru/> lore platform website <https://live.free2ex.com/>, Personal Account website(s): <https://my.free2ex.com/ru/Login/>, allowing you to collaborate with the Company in the Web version of the Personal Account.
- You: a person or entity that is registered with FREE2EX to use the Services for the purpose of familiarization with the services both before establishing a relationship of participation in token trading, including its demo version, and after establishing such a relationship to use the Company's services.

Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the app or make the platform available to any third party.
- Modify, make derivative works of, make or distribute copies disassemble, decrypt, reverse compile or reverse engineer any part of the app and (or) use this part without the consent of the Company
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the app.

Also, when using the Company's Applications and Services, it is prohibited to: insult other persons, express dissatisfaction with the Company's Terms of use, incite collective complaints and lawsuits against the Company, post spam or advertising in any form, engage in begging, blackmail or extortion, exert pressure on other persons in any form, incite or propagate ethnic hatred or prohibited attributes, disseminate personal data or other confidential information about third parties without their consent, perform a "begging", "blackmail" or "harassment" of third parties without the consent of the Company's employees, or "harassment" of third parties without the consent of the Company's employees.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to the Company with respect to the app shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit, remuneration or any compensation to you.

At the same time the Company reserves the right (but is not obliged) to provide gifts to its clients within the loyalty program, who have expressed user activity in order to improve the service.

Your Consent

We've updated our Terms of use to provide you with complete transparency into what is being set when you visit our app and how it's being used. By using our app, registering an account, or making a purchase, you hereby consent to our Terms of use. Further, you must adhere to these Terms of use when using the Application.

Links to Other Websites

This Terms of use applies only to the Services. The Services may contain links to material from open sources, incl. other websites not operated or controlled by the Company. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms of use are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform (application), is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

Warning: the cookies policy is posted at the same time in a separate from this Terms of use document.

In the pursuit of greater transparency and convenience of users we thereby inform you on cookie policy applied in FREE2EX.

FREE2EX uses "Cookies" to identify the areas of our app that you have visited.

Cookie (cookies – plural) is a small text file that a website stores on your computer or mobile device when you visit it. This allows the website to remember your actions and preferences (such as login, language, font size) for a certain amount of time, so that you do not have to log in again when you return to the website or switch from one page to another. Cookies differ in type. Our website uses following types of cookies: technical, functional, analytical, targeting and advertising.

Cookies are stored in the browser of your computer or mobile device, you can delete them in the browser history in whole or in part, and configure most browsers to prevent cookies

from being saved. However, if you do this, you may have to manually adjust some of your preferences each time you visit a website;

Without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the app as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our app correctly or at all.

Using the F12 key or the fn + F12 key combination you can open the developer dashboard in their browser, then open the corresponding tab, in which the Cookies section is available, here you can see the full list of cookies used on the website page they have opened at a given time. The section includes the names and source (domain) of cookies, as well as their storage period. In the control panel of your browser you can see the cookies used and also configure general rules for their application there.

Detailed information on managing cookies is available in English at <https://www.allaboutcookies.org/> and <https://www.youronlinechoices.com/> . The websites do not belong to the Company and have their own rules of use.

If you don't have the technical option to give permission for the use of certain types of cookies, you agree to the use of cookies in general or refuses such consent. If you don't accept the use of cookies, they must immediately stop using the website (App).

Some cookies (for example, session cookies) cannot be disabled.

The Company is constantly working on the improvement of its Apps and plans to add such an opportunity (the use of certain types of cookies) in the future.

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We never place Personally Identifiable Information in Cookies.

Changes To Our Terms of use

You acknowledge and agree that the Company may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Company's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform FREE2EX when you stop using the Service. You acknowledge and agree that if FREE2EX disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms of use, we will post those changes on this page, and/or update the Terms of use modification date below. If we decide to change our Terms of use, we may unilaterally make changes and publish them on this page and/or update the date of the change to the Terms of use. Publication on the website will be sufficient to notify you of such changes. You will be deemed to be bound by the Terms of use as updated in this way. It is not necessary to obtain separate consent to the revised Terms of use.

Modifications to Our app

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the app or any service to which it connects, with or without notice and without liability to you.

The Company has the right to release application programs, versions, applications that represent the capabilities of the SOFTWARE PRODUCT, including both limited and extended functionality.

Updates to Our app

FREE2EX may from time to time provide enhancements or improvements to the features/functionality of the app, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the app. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the app to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the app, and (ii) subject to the Terms of use.

Third-Party Services

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that the Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

These Terms of use shall remain in effect until terminated by you or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Terms of use with or without prior notice.

These Terms of use will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Terms of use. You may also terminate these Terms of use by deleting the app and all copies thereof from your computer.

Upon termination of these Terms of use, you shall cease all use of the app and delete all copies of the app from your computer.

Termination of these Terms of use will not limit any of Company rights or remedies at law or in equity in case of breach by you (during the term of these Terms of use) of any of your obligations under the present Terms of use.

Copyright Infringement Notice

If you are a copyright owner or such owner's agent and believe any material on our app constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, beneficiaries, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the app; (b) violation of these Terms of use or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The app is provided to you along the lines of "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the app, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the app will meet your requirements, achieve any intended results, be compatible or work with any other software, apps, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any Company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the app, or the information, content, and materials or products included thereon; (ii) that the app will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the app; or (iv) that the app, its servers, the content, or e-mails sent from the Company or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Company and any of its suppliers (partners) under any provision of these Terms of use and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the app if such an amount was charged.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the app, third-party software and/or third-party hardware used with the app, or otherwise in connection with any provision of the Terms of use), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of the Terms of use is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

These Terms of use, together with the Privacy Policy and any other legal notices published by the Company on the Services, shall constitute the entire agreement between you and the Company concerning the Services.

The Terms of use do not supplement or replace the AGREEMENT FOR PARTICIPATION IN TOKEN TRADING. These Terms of use have completely different subjects of regulation.

These Terms of use do not replace the Privacy Policy and do not constitute consent to the processing of personal data.

If any provision of these Terms of use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of use, which shall remain in full force and effect, moreover, the invalidity of the Terms of use in part does not affect the provisions of other contracts and agreements. No waiver of any term of these Terms of use shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms of use shall not constitute a waiver of such right or provision. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION

ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms of use shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under these Terms of use shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under these Terms of use preclude further exercise of that or any other right granted herein. In the event of a conflict between these Terms of use and any applicable purchase or other terms, the terms of the Terms of use shall govern.

Amendments to the Terms of use

The Company reserves the right, at its sole discretion, to modify or replace the Terms of use at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our app after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use FREE2EX service.

Entire Terms of use

The Terms of use constitutes the entire agreement between you and the Company regarding your use of the app and supersedes all prior and contemporaneous written or oral agreements between you and FREE2EX regarding the use of the Application.

You may be subject to additional terms and conditions that apply when you use or purchase other Company's services, which the Company will provide to you at the time of such use or purchase.

Updates to Our Terms

We may change our Service and policies, and we may need to make changes to these Terms of use so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Intellectual Property

The app and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Cyprus and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of the Company, unless and except as is expressly provided in these Terms of use. Any unauthorized use of the material is prohibited.

Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR FREE2EX'S INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and the Company concerning the Services or this Terms of use, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

Notice of Dispute

In the event of a dispute, you or the Company must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: support@free2ex.com. The Company will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and the Company will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or the Company may commence arbitration.

Binding Arbitration

If you and the Company don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

All disputes, disagreements or claims that may arise out of or in connection with these Terms of use, including those related to its modification, termination, fulfillment, invalidity or interpretation, shall be referred to the court at the location of the Company, determined in accordance with the laws of the Republic of Belarus. If you are a foreign legal entity or a foreign organization that is not a legal entity, the dispute shall be considered by the

International Arbitration Court at the Belarusian Chamber of Commerce and Industry in accordance with its Rules.

Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of the Company without any compensation or credit to you whatsoever. The Company and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Promotions

The Company may, from time to time, include contests, promotions, referral programs, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Terms of use by this reference.

Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of use to be unenforceable, the remainder of these Terms of use will continue in full force and effect. Any waiver of any provision of these Terms of use will be effective only if it is officially published by the Company. The Company will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. The Company operates and controls the FREE2EX Service from its offices in Belarus. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the FREE2EX Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of use (which include and incorporate the Company Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and the Company concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Terms of use are for convenience only and will not be given any legal import.

Disclaimer

The Company is not responsible for any content, code or any other imprecision.

The Company does not provide warranties or guarantees.

In no event shall we be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The FREE2EX Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. The Company is a distributor and not a publisher of the content supplied by third parties; as such, the Company exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the FREE2EX Service. Without limiting the foregoing, the Company specifically disclaims all warranties and representations in any content transmitted on or in connection with the FREE2EX Service or on sites that may appear as links on the FREE2EX Service, or in the products provided as a part of, or otherwise in connection with, the FREE2EX Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by the Company or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price

and availability information is subject to change without notice. Without limiting the foregoing, the Company does not warrant that the FREE2EX Service will be uninterrupted, uncorrupted, timely, or error-free.

Contact Us

Don't hesitate to contact us if you have any questions.

- Via Email: support@free2ex.com