

TERMS OF SERVICE

This document (“Terms”, “Terms of Service”) provides for general conditions between you (“User”, “you”) and flyCARE SPRL, incorporated in Belgium, with registered offices at 1180 Brussels, Avenue de la Floride 3, registered in the Belgian Legal Entities Register under number 690.852.608 (“flyCARE”, “Company”, “we” or “us”) for the use of flyCARE websites («Site») or services or any other features, technologies or functionalities offered by flyCARE on its Site or through any other means (collectively, “Services”). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not use the Site or access the Service. The special terms relating to Tokens Sale are determined in the Token Sale Terms and Condition.

1. Qualifications of User in Order to Use the Site. You represent and warrant that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by flyCARE (according to the laws of Belgium and any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

2. Illegal and Prohibited Use. You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity. You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site’s or the Platforms underlying code or technical mechanisms; cause damage to the Site or flyCARE through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site. You also agree not to transfer access to your account or any other rights granted to you by these Terms.

3. Registration and Account. The use of our Services requires you to create an account with flyCARE (“Account”). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify flyCARE 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. flyCARE may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Services. If you refuse to provide such information or if it appears that you may not use our Services for any reason, you will be denied Services. Scope of information to be requested from each user may differ. 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 flyCARE in the event that you discover or suspect any security breaches or vulnerabilities related to the Site or Services.

4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain. Use of the Internet may not be secure. You agree that flyCARE is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While flyCARE will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against flyCARE, even if it occurs as a result of our negligence. flyCARE takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If flyCARE believes its Site has been compromised or is under attack, flyCARE reserves the right to immediately stop all Services provided through the Site. flyCARE makes no representation and does not warrant the safety of the Site and is not liable for any lost value or stolen property, regardless of whether flyCARE was negligent in providing appropriate security.

5. flyCARE Does Not Provide Legal, Financial or Other Professional Advice. In no way should our providing of Services be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against flyCARE. In using the Site, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or that you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or our Services and assume no fiduciary duties to you. You represent and warrant that you understand that any recommendations or commentary made by flyCARE or its employees or other users should be considered generalized in nature, and you should use your own judgment 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.

6. License. We grant you a limited, nonexclusive, nontransferable license (“License”) to access and use our Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by flyCARE and our licensors, including that to any content or functionality as presented on the Site or Services. “flyCARE”, “flyCARE.com”,

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7. Termination. We may terminate or suspend your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these terms or in any other communication or action by flyCARE or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

8. Copyright of Communications In Connection With Our Services. You agree that any materials, information or communications transmitted between the User and flyCARE in any form and by any means are non-confidential and will become the sole, exclusive property of flyCARE. flyCARE 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.

9. Indemnification. You agree to indemnify, exculpate and hold flyCARE, 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 the Services, including but not limited to 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 by flyCARE or any other indemnified parties as a result of your actions.

10. Disclaimer of Warrants and Guarantees. flyCARE 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 are not expressly made in these Terms.

11. Act of God. flyCARE' performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or Blockchain failures.

12. Applicable Law and Venue. The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Belgium, without giving effect to principles of conflicts of law. Courts of Brussels (Belgium) shall have exclusive jurisdiction.