

Token Sale Terms & Conditions

Version 1.0



A Decentralised Platform for Rewarding Open Source Contributions using Smart Contracts.

This document is for informational purposes only and does not constitute an offer or solicitation to sell shares or securities in FundRequest or any related or associated company. Any such offer or solicitation would be made only by means of a confidential offering memorandum and in accordance with the terms of all applicable securities and other laws.

The following Terms and Conditions ("Terms") govern the token sale funding of the FundRequest project. The FundRequest project ("FundRequest") entails the development of a decentralised platform for rewarding open source contributions. The FundRequest Platform ("the Platform") is being developed by a volunteer contributor team ("FundRequest Team"), and will continue to be developed by volunteer developers as well as under a more formalised contracting or employment relationship for other developers. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Throughout this document, the terms "Donor" and "Participant" will be used interchangeably to designate parties partaking in the token sale. Participation in the token sale does not constitute the acquisition of a security or equity stake in this project, or in any organization that may be associated with FundRequest.

Table of Contents

- 1 Obligation to Determine If Donator Can Participate in the Token Sale or Purchase FND in Donor's Jurisdiction
- 2 Acceptance of Terms and Conditions of the FND token sale
- 3 Independent Confirmation of Donation
- 4 Loss of the Donation Password Will Cause the Loss of the right to receive FND
- 5 Donations will only be accepted by the FundRequest Website
- 6 Fraudulent Attempts to Double Spend ETH
- 7 Certain Risks Associated with the Donation to FundRequest in order to receive FND
 - 7.1 Risk of Dissolution of The FundRequest Project Due To a Diminishment in the Value of the ETH Sale Revenue
 - 7.2 Risk of Losing Access to FND Due to Loss of a Wallet File or Password
 - 7.3 Risk of Unauthorised Access to a Wallet
 - 7.4 Risk of Regulatory Action in One or More Jurisdictions
 - 7.5 Risk of Insufficient Interest in the FundRequest Platform
 - 7.6 Risk Associated With the Development of Other Platforms like FundRequest
 - 7.7 Risk that the FundRequest Platform, As Developed, Will Not Meet the Expectations of Donor
 - 7.8 Risk that the FundRequest Platform May Never be Completed or Released
 - 7.9 Risk of Theft
 - 7.10 Risk of Security Weaknesses in the FundRequest Platform Software
 - 7.11 Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography
 - 7.12 Risk of Ether Mining Attacks
 - 7.13 Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power on the FundRequest Network
- 8 All Donations during the token sale and the Purchases of FundRequest tokens (FND) Are Non-Refundable
- 9 Taxation of FND token and Taxation Related to the FundRequest Token Sale
- 10 Privacy
- 11 Disclaimer of Warranties
- 12 Limitations Waiver of Liability
- 13 Jurisdiction of the token sale event
- 14 Dispute Resolution
- 15 Force Majeure
- 16 Complete Agreement
- 17 Severability
- 18 Waiver of liability of the FundRequest team
- 19 No Waiver

- 20 Updates to the Terms and Conditions of the FundRequest Token Sale
- 21 Cooperation with Legal Authorities
- 22 Conflicting terms and conditions with applicable legislation
- 23 Further Information

The FND token

FND tokens are cryptographic tokens created by FundRequest only upon successful completion of the token sale. The token sale is successful when the minimum cap ("Minimum Cap") is reached at the end of the token sale. The "Minimum Cap" is set at 2 million USD in Ethereum token equivalent measured at the end of the token sale. Donations received during the private seed, and the public seed, and the strategic advisor presale will be taken into account towards this Minimum Cap. Following their creation, FND tokens are transferred to Donors as an expression of appreciation and gratitude and an acknowledgement of their support. FundRequest is not accountable should any Donor or Third Party attach (monetary) value to the FND token.

The ownership of FND Tokens is a reward based return and not intended to be any form of loan based return. The digital token known as FND is only useful for identifying your contribution to the crowdsale. This document describes the FundRequest token sale. Parties may be interested in donating funds in the token sale of FundRequest to support the development of the FundRequest Platform. Individuals, businesses, and other organisations should carefully weigh the risks, costs, and benefits of donating funds to the FundRequest project.

IMPORTANT

Donations to the FundRequest project carry no rights expressed or implied. Donations to the FundRequest project are non-refundable. Donors should have no expectation of influence over governance of the platform.

By participating in the token sale, you acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of participating and agree to be bound by these Terms. As set forth further below, you further represent and warrant that, to the extent permitted by law, you are authorised to participate in the token sale in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold FundRequest, its parents and affiliates, and the officers, directors, agents, joint ventures, owners, founders, employees, developers, volunteers and/or suppliers of FundRequest or our parents or affiliates, now or in the future and any other member of the FundRequest Team (collectively all people who contribute to the FundRequest platform) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the token sale of FND.

WARNING: DO NOT PARTICIPATE IN THE TOKEN SALE IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Participation in the token sale should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, such as, but not limited to bitcoin (BTC), and blockchain-based software systems.

While the FundRequest Team will provide general guidelines for user usage and storage of FND before the FundRequest Platform becomes operational, Donors should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the FundRequest Team will be available to assist Donors to FundRequest during and after the token sale, FundRequest will not be responsible for lost ETH or FND resulting from actions taken by, or omitted by Donors. Note, in particular, that FundRequest Donors should take great care to store their wallet password safely to retain access to their FND tokens.

If you do not have such experience or expertise, then you should not participate in the FND token sale.

WARNING: CRYPTOGRAPHIC TOKENS OF VALUE MAY EXPERIENCE EXTREME VOLATILITY IN PRICING

Cryptographic tokens that possess value on public exchanges, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. If the FND token would be listed on exchanges in the future, then FND Donors should be prepared to expect similar fluctuations, both down and up, in the price of FND denominated in either another cryptocurrency or United States Dollars ("USD") or other fiat money of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. FundRequest cannot and does not guarantee market liquidity for FND and therefore there may be periods of time in which FND is difficult to buy and/or sell. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of FND may be markedly different in various countries and this would likely be reflected in significant price discrepancies.

By participating in the token sale, you expressly acknowledge and represent that you fully understand that FND may experience volatility in pricing and will not seek to hold any of the FundRequest Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the token sale of FND.

WARNING: THE PARTICIPATION IN THE TOKEN SALE OF FND HAS A NUMBER OF RISKS

Donation to FundRequest in order to receive FND carries with it a number of risks. Prior to donating, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not participate in the token sale nor purchase FND. By participating in the token sale or purchasing FND, and to the extent permitted by law, you are agreeing not to hold any of the FundRequest Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the token sale, including losses associated with the risks set forth below.

Obligation to Determine If Donator Can Participate in the Token Sale or Purchase FND in Donor's Jurisdiction

The FundRequest token sale constitutes the donation of Ether to FundRequest under Estonian law. This token sale is conducted by FundRequest OÜ, an Estonian organisation, operating under Estonian law. It is the responsibility of each potential Donor to FundRequest to determine if the Donor can legally partake in the token sale and/or purchase FND in the Donor's jurisdiction.

The FundRequest token sale is an offer made by FundRequest OÜ in Estonia, Belgium and France (to be extended when legal analysis for other countries are ready) for residents of these countries. Residents of other countries can only partake if, by law, they can partake to such an offer in Estonia, Belgium and France (to be extended when legal analysis for other countries are ready).

Acceptance of Terms and Conditions of the FND token sale

As a first step in the donation process, FundRequest will present the Donor with the Terms & Conditions of the Token Sale Terms & Conditions, and any other associated documents, along with a checkbox. By clicking the checkbox, the Donor: (i) consents and agrees to the Terms & Conditions; (ii) represents and warrants that the Donor is legally permitted to partake in the token sale and/or purchase FND in the Donor's jurisdiction and is legally permitted to receive products of Estonian origin (iii) represents and warrants that the Donor is of a legal age to donate to FundRequest or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Donor will take sole responsibility for any restrictions and risks associated with the donation to FundRequest as set forth below; (v) represents and warrants that Donor is not exchanging Ether (ETH) for FND for the purpose of speculative investment; (vi) represents and warrants that the Donor is donating to support the development of a platform for supporting open source contributions, or to facilitate development, testing, deployment and operation of decentralised applications on the Ethereum Platform; and (vii) represents and warrants that the Donor has an understanding of the usage and intricacies of cryptographic tokens, for instance BTC, and blockchain-based software systems.

Independent Confirmation of Donation

During the donation process on the <https://www.fundrequest.io> website, FundRequest will provide Donors with a unique intermediary ETH address. Using this address, Donors can track and confirm that the donated ETH have been received at that address. Knowledge of the unique intermediary ETH address does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of the granted FND.

Loss of the Donation Password Will Cause the Loss of the right to receive FND

As part of the donation process, and in order to receive FND, the Donor will need to provide an ETH address ("Donor ETH address"). Failing to do so will result in the inability to donate to the FundRequest project. Upon successful completion of the token sale, and only then, will FundRequest transfer the granted FND tokens to the Donor ETH Address. The token sale is successful when the Minimum Cap is reached. Donor must keep the Donation ETH address Password safe and not share it in any way or with anybody. The Donor ETH address Password is essential for accessing the Donor's FND. Donor's loss of the Donation ETH address Password will cause the loss of the acquired FND. Unauthorised access by any party to a Donor's ETH address Password along with access to the Ethereum wallet, will enable that unauthorised party to access the received FND and the FND will be lost.

Donor must keep the Donation ETH address Password safe and not share it in any way or with anybody. The Donor ETH address Password is essential for accessing the Donor's FND. Donor's loss of the Donation ETH address Password will cause the loss of the acquired FND. Unauthorised access by any party to a Donor's ETH address Password along with access to the Ethereum wallet, will enable that unauthorised party to access the received FND and the FND will be lost. By partaking in the token sale or by purchasing FND, and to the extent permitted by applicable law, the Donor agrees not to hold any of the FundRequest Parties liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Donor's failure to properly secure and keep private the Donor's ETH address Password and/or the Donor's Ethereum wallet.

Donations will only be accepted by the FundRequest Website

FundRequest will only accept donations through the FundRequest website, available at <https://www.fundrequest.io>. To the extent that any third-party website or service offers FND for sale during the FundRequest token sale or facilitates the sale or transfer of FND in any way during the FundRequest token sale, such third-party websites or services are not sanctioned by FundRequest or its parents and affiliates and have no relationship in any way with the FundRequest Parties. As a result, FundRequest prohibits the use of these third-party websites or services for the purchase of FND.

Donors should take great care to ensure that the URL of their web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

By partaking in the token sale or by purchasing FND, and to the extent permitted by applicable law, the Donor agrees not to hold any of the FundRequest Parties liable for losses incurred by any person, entity, corporation, or group individuals or groups who uses a third party service to purchase FND.

The only official and authorised FND donation website URL is <https://www.fundrequest.io>

Fraudulent Attempts to Double Spend ETH

FundRequest will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no FND being transferred to the associated wallet address.

Certain Risks Associated with the Donation to FundRequest in order to receive FND

Donating to FundRequest in order to receive FND tokens carries with it significant risk. Prior to partaking in the token sale or by purchasing FND, the Donor should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professional prior to determine whether to partake in the token sale or the purchase of FND.

Risk of Dissolution of The FundRequest Project Due To a Diminishment in the Value of the ETH Sale Revenue

All Donors are donating ETH to support the FundRequest project. In the past few months the price of ETH in USD and EUR has been relatively stable. However, despite recent price stability, it is possible that the value of ETH will drop significantly in the future, depriving FundRequest of sufficient resources to continue to operate. In order to guard against this risk, FundRequest intends to periodically convert proceeds from the token sale of FND into fiat currencies or other cryptocurrencies instead of ETH. In order to cover the initial startup costs, FundRequest will convert 175,000 USD worth of Ether to fiat after a successful token sale.

Risk of Losing Access to FND Due to Loss of a Wallet File or Password

As noted above, FND will be stored in a wallet, which can only be accessed with a password selected by the Donor. If a Donor of FND does not maintain an accurate record of the Donor's password or loses the wallet, this will lead to the loss of FND.

As a result, Donor must safely store their password and the wallet in one or more backup locations that are well separated from the primary location. Additionally the password and the wallet should never be stored together.

In order to access one's FND, both the wallet and the password that the Donor entered are required; loss of either, or leakage/theft of both, will lead to the loss of a Donor's FND.

Risk of Unauthorised Access to a Wallet

Any third party that gains access to the Donor's Ethereum wallet and potentially access the wallet by deciphering or cracking the Donor's password. To guard against any improper access to the wallet, the Donor should select a highly secure Donation Password for the Donation wallet. Donor must take care not to respond to any inquiry regarding their donation to FundRequest, including but not limited to, email requests purportedly coming from the fundrequest.io or similar looking domain.

Risk of Regulatory Action in One or More Jurisdictions

Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. The FundRequest Platform and FND could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of the FundRequest Team to continue to develop the FundRequest Platform.

Risk of Insufficient Interest in the FundRequest Platform

It is possible that the FundRequest Platform will not be used by a large number of external businesses, individuals, and other organisations and that there will be limited public interest in supporting the open source community via our platform. Such a lack of interest could impact the development of the FundRequest Platform. FundRequest has contracted with developers to help build the FundRequest Platform and is working with other third-party developers around the world to create an interest in the FundRequest Platform. However, it cannot predict the success of its own development efforts or the efforts of third parties.

Risk Associated With the Development of Other Platforms like FundRequest

FundRequest is one of a few organisations, companies, and groups, attempting to build a platform for rewarding open source contributions. It is

possible that different technical paradigms than the ones being used in the current FundRequest Platform implementation are optimal. While FundRequest anticipates being a leader in the development of such a platform, competition from these alternative platforms may impact success of the FundRequest Project and the ability of FundRequest to operate.

Risk that the FundRequest Platform, As Developed, Will Not Meet the Expectations of Donor

The Donor recognises that the FundRequest Platform is presently under development and may undergo significant changes before release. Donor acknowledges that any expectations regarding the form and functionality of the FundRequest Platform held by the Donor may not be met upon release of the FundRequest Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the FundRequest Platform.

Risk that the FundRequest Platform May Never be Completed or Released

Donor understands, that while the FundRequest Team will make reasonable efforts to complete the FundRequest software, it is possible that an official completed version of the FundRequest Platform may not be released and there may never be an operational FundRequest Platform.

Risk of Theft

Hackers or other groups or organisations may attempt to steal the ETH revenue from the FundRequest private seed, public seed and/or token sale, thus potentially impacting the ability of FundRequest to develop the FundRequest Platform and operate FundRequest. To account for this risk, FundRequest has and will continue to implement comprehensive security precautions to safeguard the ETH obtained from the private seed, public seed and/or token sale of FND.

Risk of Security Weaknesses in the FundRequest Platform Software

The FundRequest Platform rests on open source software, and there is a risk that the FundRequest Team, or other third parties not directly affiliated with the FundRequest Parties, may introduce weaknesses or bugs into the core infrastructural elements of the FundRequest Platform causing the system to lose ETH or FND stored in one or more Donor accounts or other accounts or lose sums of other valued tokens issued on the FundRequest Platform.

FundRequest has taken steps to build, maintain, and secure the infrastructure of the FundRequest Platform, and will continue to do so after the FundRequest private seed, public seed and token sale.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the FundRequest Platform, which could result in the theft or loss of ETH or FND. To the extent possible, FundRequest intends to update the protocol underlying the FundRequest Platform to account for any advances in cryptography and to incorporate additional security measures, but cannot predict the future of cryptography or the success of any future security updates.

Risk of Ether Mining Attacks

As with other cryptocurrencies, the blockchain used for the FundRequest Platform, Ethereum is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the FundRequest Platform, expected proper execution and sequencing of ETH transactions, and expected proper execution and sequencing of contract computations. Despite the efforts of the Ethereum community, known or novel mining attacks may be successful.

Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power on the FundRequest Network

If the FundRequest Platform is rapidly adopted, the demand for transaction processing could rise dramatically and at a pace that exceeds the supporting rate. Under such a scenario, the entire FundRequest Platform could become destabilised causing time-outs and delays in the transactions.

All Donations during the token sale and the Purchases of FundRequest tokens (FND) Are Non-Refundable

ALL DONATIONS ARE FINAL AND NON REFUNDABLE. ALL PURCHASES OF FND TOKENS ARE FINAL. PURCHASES OF FND ARE NON-REFUNDABLE. BY PARTAKING IN THE TOKE SALE AND/OR PURCHASING FND, THE DONOR ACKNOWLEDGES THAT NEITHER FUNDREQUEST NOR ANY OTHER OF THE FUNDREQUEST PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE DONOR AND/OR PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY FND. ONCE THE DONOR RECEIVES HIS OR HER TOKENS AFTER THE TOKEN SALE, THEY ARE FREE TO SEND OR SELL THEM TO ANYONE OF THEIR CHOICE.

Taxation of FND token and Taxation Related to the FundRequest Token Sale

FundRequest makes no representations concerning the tax implications of the donations to FundRequest or the sale of FND or the possession or use of FND. The Donor bears the sole responsibility to determine if the donation to FundRequest and/or the purchase of FND with ETH or the potential appreciation or depreciation in the value of FND over time has tax implications for the Donor in the Donor's home jurisdiction. By donating to FundRequest or purchasing FND, and to the extent permitted by law, the Donor agrees not hold any of the FundRequest Parties liable for any tax liability associated with or arising from the donation to FundRequest or the purchase of FND.

Privacy

Although FundRequest requires that Donors provide an Ethereum address and KYC information, FundRequest will not publish any identifying information related to a FundRequest donation or a FND purchase without the prior written consent of the Donor. Donors may be contacted by email by FundRequest regarding a donation or a purchase. Such emails will be informational only. FundRequest will not request any personal information from Donors in an email.

Disclaimer of Warranties

THE DONOR EXPRESSLY AGREES THAT THE DONOR IS DONATING TO FUNDREQUEST AT THE DONOR SOLE RISK AND THAT FND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE FUNDREQUEST PARTIES WARRANT THAT THE PROCESS FOR DONATING TO FUNDREQUEST OR PURCHASING FND WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitations Waiver of Liability

THE DONOR ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, FND OR THE FUNDREQUEST PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE FUNDREQUEST PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, FND OR DONATE TO FUNDREQUEST.

THE DONOR FURTHER SPECIFICALLY ACKNOWLEDGES THAT FUNDREQUEST PARTIES ARE NOT LIABLE, AND THE DONOR AGREES NOT TO SEEK TO HOLD ANY OF THE FUNDREQUEST PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER DONORS OF FUNDREQUEST, AND THAT THE RISK OF DONOR AND PURCHASING AND USING FND RESTS ENTIRELY WITH THE DONOR .

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE FUNDREQUEST PARTIES BE LIABLE TO ANY DONOR FOR MORE THAN THE AMOUNT THE DONOR HAS DONATED OR PAID TO FUNDREQUEST FOR THE PURCHASE OF FND.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A DONOR. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY DONOR OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF FUNDREQUEST.

Jurisdiction of the token sale event

The legal entity conducting the FundRequest token sale, FundRequest OÜ, falls under Estonian law.

FundRequest OÜ

Pärnu maantee 15

10141 Tallinn

Estonia

Registration number: 14354397

Dispute Resolution

All disputes, controversies or claims arising out of, relating to, or in connection with the Terms, the breach thereof, or FundRequest's token sale of FND or use of the FundRequest Platform shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. All claims between the parties relating to these Terms that are capable of being resolved by arbitration, whether sounding in contract, tort, or otherwise, shall be submitted to ICC arbitration.

Prior to commencing arbitration, the parties have a duty to negotiate in good faith and attempt to resolve their dispute in a manner other than by submission to ICC arbitration.

The arbitration panel shall consist of one arbitrator only, unless the ICC Court of Arbitration determines that the dispute is such as to warrant three arbitrators. If the Court determines that one arbitrator is sufficient, then such arbitrator shall be selected from Belgium. If the Court determines that three arbitrators are necessary, then each party shall have 30 days to nominate an arbitrator of its choice — in the case of the Claimant, measured from receipt of notification of the ICC Court's decision to have three arbitrators; in the case of Respondent, measured from receipt of notification of Claimant's nomination. All nominations must be from Belgium. If a party fails to nominate an arbitrator, the Court will do so. The Court shall also appoint the chairman.

All arbitrators shall be and remain "independent" of the parties involved in the arbitration. The place of arbitration shall be fixed by the ICC Court, but the arbitral tribunal may conduct hearings, meetings, and deliberations at any location it considers appropriate. The language of the arbitration shall be English. In deciding the merits of the dispute, the tribunal shall apply the laws of Belgium and any discovery shall be limited and shall not involve any depositions or any other examinations outside of a formal hearing. The tribunal shall not assume the powers of amiable compositor or decide the case *ex aequo et bono*.

In the final award, the tribunal shall fix the costs of the arbitration and decide which of the parties shall bear such costs in what proportion. Every award shall be binding on the parties. The parties undertake to carry out the award without delay and waive their right to any form of recourse against the award in so far as such waiver can validly be made.

Force Majeure

FundRequest is not liable for failure to perform solely caused by:

unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimise the impact of force majeure on the injured party.

Complete Agreement

These Terms sets forth the entire understanding between each Donor and FundRequest with respect to the donation to FundRequest.

For facts relating to the token sale the Donor agrees to rely only on this document in determining donation decisions and understands that this document governs the donation to FundRequest and supersedes any public statements about the FundRequest token sale made by third parties or by FundRequest Team or individuals associated with any FundRequest Parties, past and present and during the FundRequest private seed, public seed, and token sale.

Severability

The Donor and FundRequest agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, the Terms will be ineffective solely to the extent of such determination of invalidity without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

Waiver of liability of the FundRequest team

The founders, members and employees of FundRequest have no personal liability for any harm or loss to a Donor caused by partaking in the private seed, public seed and/or token sale.

No Waiver

The failure of FundRequest to require or enforce strict performance by the Donor of any provision of these Terms or FundRequest's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of FundRequest's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by FundRequest of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by FundRequest shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Donor and a duly appointed officer, employee, or agent of FundRequest.

Updates to the Terms and Conditions of the FundRequest Token Sale

FundRequest reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms & Conditions at any time during the token sale by posting the amended Terms & Conditions on the FundRequest website (<https://www.fundrequest.io>). Any Donor will be deemed to have accepted such changes by donating to FundRequest.

The Terms may not be otherwise amended except in a signed writing executed by both the Donor and FundRequest. 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 donate to FundRequest nor purchase FND. To the extent the Terms conflict with the FND Disclaimer, the Terms shall govern.

Cooperation with Legal Authorities

FundRequest will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the FundRequest project — transparency — FundRequest will endeavour to publish any legal inquiries upon receipt.

Conflicting terms and conditions with applicable legislation

If one of the terms and conditions would be in conflict with the applicable legislation only the conflicting term and/or condition is nullified but the other terms and conditions remain applicable.

Further Information

For further information regarding the FundRequest token sale, please contact info@fundrequest.io.