



Terms of Use

1. General

These Terms of Use govern your use of the Network website operated by FreitX Network. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and the Privacy Policy, which can be accessed via this link, in full. These Terms apply to all users who access or use the Service. By accessing or using the Service you agree on all mentioned Terms. If you disagree with any part of the terms, then you may not access the FreitX Network Service.

2. Definitions

Throughout this Agreement, we may use specific words or phrases, and it is vital that you understand the meaning of them. The list is not all-encompassing, and no definition should be held binding to the point that it renders this Agreement nonsensical:

- “Agreement” means these Terms of Service.
- “Privacy Policy” refers to our Privacy Policy, accessible here.
- “Service” relates to the services that we provide on our Site and any part of the Site, including the Site itself.
- “Site” refers to our website, <https://www.freitx.network/>.
- “User” refers to all visitors of the Service, including but not restricted to Providers, Clients, browsers, advertisers, and/or contributors of content, on our Service.
- “Windmill”, “we”, “us”, or “our” refers to our company; our Site; our Service; or a combination of all or some of the preceding explanations, depending on the context of the word.
- “You” refers to you, the person who is entering into this Agreement with Windmill.

3. Use Of The Website

Use of this website is only allowed for lawful purposes and in a manner which is not in breach of the Law and which does not violate any the rights of or restricts the use and benefit of this site by any third party. Such restriction shall include but is not limited to, harassment, abusive conduct, obscene or abusive content, offensive language, distress to third parties and any other manner which may be deemed inappropriate. You at this moment warrant that you are more than 18 years of age, and/or possess all required approvals and consents including legal guardian or parental consent for the use of this Site. You further warrant that you are fully able and competent to enter into these Terms and Conditions and abide by them.

4. Eligibility

In order to use our Service, you must meet a number of conditions, including but not limited to:

- You must not be in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, us, and you. For example, if the Office of Foreign Assets Control prohibits conducting financial transactions with nationals, residents, or banks in your country, you must not use our Service.
- You must be the minimum age required to enter into a contract in the area in which you reside, and, in any event, must not be less than 18 years of age.
- You must not sign up or use the Services on behalf of a natural person or entity other than yourself.
- You must provide us with personal information, payment information, and other information that we deem necessary to provide you with our Service.

5. Changes to the FreightX Network Website

The Company reserves the right to update the content on this website from time to time and without warning, but its content is not necessarily complete or up-to-date and should not be considered so. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

6. Information About You and Your Visits to the Website

Any information the Company collects on this Website about its users will be subjected to our Privacy Policy and Cookie Policy. By using the Website, you agree to all actions taken by us concerning your information in compliance with the Privacy Policy.

7. Links from the Website

When the Website links to other third-party sites and resources, these links are provided for your convenience only. These may include links contained in advertisements, including banner advertisements and sponsored links. The Company, however, has no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

8. Privacy Policy

The Company's protection of information and collection practices for information is reflected in the Company's Privacy Policy which can be viewed on the Website. You agree to the Company's use of your information in accordance with the Privacy Policy.

9. Acceptance of the Terms of Use

These terms of use are entered into by and between You and the Freitx Network LLC ("Company", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of www.freitx.network, including any content, functionality, and services offered on www.freitx.network (the "Website").

It's essential that you read the following Terms of Use carefully before you start to use the Website. By using the Website, or clicking that you accept or agree to the Terms of Use if or when it is shown to you, means that you accept and agree to be bound and abide by these Terms of Use as well as the following policies:

- Privacy Policy: <https://www.freitx.network/privacy-policy.pdf>
- Cookie Policy: <https://www.freitx.network/cookie-policy.pdf>

If you do not agree to these Terms of Use, Cookie policy or the Privacy Policy, you must not access or use the Website.

10. Changes to the Terms of Use

We reserve the right to amend or withdraw this Website, any service or material provided via the Website, at our sole discretion, and without prior notice. No guarantee is given that the Website or any of its content will always be made publicly available or without interruption. We will not be held liable for any reason if all or any part of the site is unavailable for any time or any period. At times we may wish to restrict access to portions of the Website or the entire Website, once again this is at our sole discretion and can be made without any prior notice.

11. Intellectual Property Rights

The Company retains all rights in and to the Website, its content, products and services, including but not limited to, copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, applications, information and other material available on the Website (collectively, "IP Materials"). The entire contents of the Website are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights.

The Company and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the IP Materials. You at this moment acknowledge that you do not acquire any ownership rights by using the Website or by accessing any of the IP Materials, or rights to any derivative works thereof.

You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Website pursuant to the Terms or otherwise exploit any of the IP Materials without the Company's explicit, prior written permission. The preceding shall not apply to the User Content that you post through the Website under the Terms. All other uses of copyrighted or trademark material, including any derivative use, require explicit, prior written permission from the Company. Any reproduction or redistribution of documents not under the Terms is explicitly prohibited and may result in the termination of the Terms as well as severe civil and criminal penalties.

You understand that any third party logos and/or brand names appearing on the Website and/or via any other communication between you and the Company are the intellectual property of any such third parties, and as such, the said third parties would retain all intellectual property rights therein.

12. Prohibited Uses

You may only use the Website for lawful purposes and follow the Terms of Use outlined in this document.

13. Geographic Restrictions

Access to the Website may not be legal by certain persons in individual countries. By accessing the Website, you do so on your initiative and are responsible for ensuring that you are complying with all laws specific to the country from which you are accessing the Website.

14. Disclaimer of Warranties

By using the Website, you understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code.

As a user, you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Website for any reconstruction of any lost data.

The Company will not be held liable for any loss or damage caused by a distributed denial-of-service (DDOS) attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any content posted on it, or any website linked to it.

By using the Website, its content, and/or any services or items obtained through the Website is at your own risk. The Website, its content, and services or items obtained through the site are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation in respect to the completeness, security, reliability, quality, accuracy, or availability of the Website.

Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

The Company at this moment disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

Some jurisdictions do not allow the exclusion of warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety, but will apply to the maximum extent permitted by applicable law.

15. Limitation of Liability

The Company makes no warranties or representations about the accuracy or completeness of the content of the Website and assumes no liability or responsibility for any:

- errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website;
- any unauthorized access to or use of the Company’s secure servers and/or any and all personal information and/or financial information stored therein;
- any interruption or cessation of transmission to or from the Website;
- Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party; or
- any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content emailed, submitted, transmitted, or otherwise made available via the Website.

In no event will the Company be liable to you or any third party for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Website or other materials on, accessed through or

downloaded from the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that the Company shall not be liable for user submissions or defamatory, offensive, or illegal conduct by any third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Company is not responsible for any problems or technical malfunction of any telephone or network lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the internet (or inaccessibility of the internet) or incompatibility between the Website and your browser and/or any other site accessing program. The Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website which is provided "as is" without warranty of any kind. The Company hereby disclaims all express or implied warranties with respect to the Website, including but not limited to, warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness or accuracy, non-infringement of intellectual property rights and/or third party rights and/or applicable laws and/or regulations, or that the Website will be uninterrupted, timely, secure or error-free.

To the maximum extent permitted by applicable law, under no circumstances shall the Company be responsible for any loss or damage resulting from your use of the Website or from the conduct of any users of the Website, whether online or offline. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data. The Company does not assume any responsibility or risk for your use of the internet.

The Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone taking any actions and/or omissions that are believed to violate the Terms.

In no event shall the Company be liable to you and/or anyone on your behalf for any damages whatsoever, including without limitation direct, indirect, incidental, special, punitive or consequential damages, loss of profit, revenue and/or data incurred by you or any third party, whether in an action for contract, tort or any other legal theory, arising out of or in connection with the access and/or use of the Website, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the Website or for any decisions made on the basis of such information, whether the damages are foreseeable and whether or not the Company had been advised of the possibility of such damages and in cases where judicial authority finds the Company liable, its liability shall not exceed the lesser of 5,000 USD or the limit set by its insurance policy.

By accepting the Terms you waive and hold the Company harmless from any claims resulting from any action taken by the Company during and/or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

16. Indemnification

You agree to indemnify and hold the Company harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with:

- your use of and access to the Website;
- your violation of any term of the Terms;
- your violation of any third party right, including without limitation any copyright, property, or privacy right;
- any claim that you have caused damage to a third party; or
- any User Content submitted or transferred on and/or through the Website.

17. Force Majeure

In case of any circumstances the Company will not be liable for non-performance or delay in performance caused by any event reasonably beyond the Company's control including, but not limited to natural disaster, strike, administrative decisions, transportation stoppages, wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, failure of power supply or communication system or other similar circumstances that prevent us from proper fulfillment of our obligations hereunder.

18. Entire Agreement

The Terms of Use, our Privacy Policy, and Cookie Policy constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

19. Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Republic of Georgia without giving effect to any choice or conflict of law provision or rule (whether of Republic of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the Republic of Georgia although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts.

20. Contact Us

If you have any questions about this Privacy Policy, Cookie Policy, Term of Use or questions, please contact us at hello@freitx.network subject referencing 'Term of Use'.