

Flame token

These ‘Terms and Conditions’ (‘T&C’ or ‘Terms’) affect your legal rights and obligations which include but are not limited to waivers of specific rights and limitation of liability. They govern Your use of (i) the Website and/or (ii) the Flame token(s) (XFL)’ or ‘Token(s)’ and/or (iii) registration, participation, receipt and any other transactions related to the airdrop of the Flame token (XFL) (iv) also to a certain extent use and access of platforms and applications developed and maintained by the Company and its partners and affiliates (‘Platforms’), such as Sharesome (<https://www.sharesome.com>). Please read and understand them carefully before you move ahead. If you do not agree to any of these T&C then you should immediately cease the use of the Flame token website: <https://flametoken.io/> (‘Website’) and delete any information collected from it and refrain from registration, Use, purchase, sale or conduct of any other transaction related to the Flame token Platforms.

1. Introduction

1.1. These T&C and the Privacy Policy constitute a legally binding agreement between the Website Owner and any and all Users as defined herein in the -Definitions (Clause 2).

1.2 Every person accessing the Website or using the Token should comply with the T&C. Continued usage of the Website or the use of the Token means that the User complies with the provisions of these T&C and any and all accompanying documents and provide valid consent to the same as per the laws applicable to you.

1.3 Users are recommended to immediately read and understand these T&C and the Privacy Policy as it is implied that they consent to all the provisions of these T&C and the Privacy Policy when they register for the Airdrop and agree to receive the Tokens. If You do not agree with

these T&C in general or any part of thereof, such Users should refrain from the use of the Website or the Tokens in any form.

1.4 In addition to consent through continued usage, Your consent for the Use of Flame token Platforms, Flame token, the Website and/or its additional features can also be provided by use of any authentication including by completing any required forms or through Use of the Website or clicking on any required buttons/links on the Website or through email or by use of any other authentication options provided by the Website Owner or through any other mode that is commonly used in the industry and is permitted by law.

2. Definitions

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

(a) 'Airdrop' means the process of distribution of certain Flame token Tokens for free to certain Users who have registered for the Airdrop through the Website or any alternate means.

(b) 'Privacy Policy' means the document located at the link (<https://flametoken.io/privacypolicy/>) which together with the Terms and Conditions govern the collection, storage and sharing of data in the Flame token Platforms.

(c) 'Account' means a User's digital account created and maintained on the Website, which is used to receive the Flame tokens (XFL) during the Airdrop and later to store, view and Use the Tokens in other permitted ways. A User is given the access to an Account upon its successful creation through providing the Website with all the required information. Only authorized Users have a right to receive Tokens on the terms provided herein.

(d) 'Affiliated Parties' means any persons or entities that are related to the Flame token Team, including, but not limited to partners, employees, agents and contractors of the Company.

(e) 'Agreements' mean these T&C, Privacy Policy, the Whitepaper and any other rules, policies or procedures that may be issued by the Flame token Team and Website Owner and published from time to time on the Website.

(f) 'Applicable Law' means the laws of Switzerland.

(g) 'Cryptocurrency' means digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) or any other permitted digital currency used by Users.

(h) 'Smart Contract' means digital computer protocol intended to facilitate, verify and enforce the negotiation, use and delivery of Tokens by or to a User.

(i) 'Party' refers to either the Website Owner or the User who are bound by these T&C and 'Parties' refer to both of them together.

(j) 'Use' means use of the Website in any manner and/or use of the Token(s) in any manner including but not limited to registration and/or receipt of the Tokens through Airdrop and further sale, purchase, trading and transfer of the Tokens.

(k) 'User' (also referred to as "You" or "Your" as required) means any person who is at least 18 years old and, who Uses the Website and/or Token, with or without prior registration and authorization using the Account. The Website Owner reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of Token Airdrop (i.e. Accredited participants, etc.) as shall be mentioned on the Website.

(l) 'Flame token Team' means the creators of the Flame token and Flame token Platforms and initiators of the Flame token Airdrop and Flame token Sale as presented on the main page of the Website, who are involved in the development of the Flame token Platforms and infrastructure.

(m) 'Flame token Tokens' or 'Tokens' or 'XFL' means cryptographic tokens, which have been/ will be released by the Website Owner through the Airdrop or sale or through other methods. The mentioned Tokens would be released in compliance of the laws of the Country where they will be released. Tokens, are not intended to be commodity or any other

kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right except as specially provided in the Whitepaper and these T&C.

(n) 'Flame token Platforms' means an ecosystem of consisting of Flame token website, mobile applications and associated software platforms.

(o) 'Website Owner' (also referred to as "Company", "We", "Us") means the Flame Technologies, a company that is incorporated under the laws of Switzerland for the purpose of developing, running and implementation of the Flame token, Token Airdrop, Pre-sale and Sale.

(p) 'Website' means the website- <https://flametoken.io/> which is maintained and owned by the Website Owner.

(q) 'Whitepaper' means one of the Agreements published by the Website Owner on the Website, describing technical and marketing details of the Flame token Airdrop, Pre-sale and Sale, the idea and purpose of Flame token.

(r) 'Flame token Sale' or 'Token Sale' means an offering of Tokens to eligible Users to purchase Tokens which can be used on Flame token Platforms. The Tokens are available in the Token Sale for a limited period of time, and will be available in the future through public sale and other processes as described on the Website and the Whitepaper.

3. General Provisions and Notes

3.1 Important Note for Residents of United States of America and People's Republic of China, their overseas territories or possessions and Countries under US Sanctions ('Restricted States'): The citizens, people domiciled in the Restricted States and residents of the Restricted States are not eligible and not allowed to participate in the Airdrop and Token Sale owing to regulatory issues. The same restrictions also extend to residents of all other jurisdictions where US Sanctions are in force including Iran, North Korea, Syria, Sudan. The restrictions on Use of the Website and Tokens remain at all stages and they are not eligible to

obtain the Tokens through any manner or any transaction. The above mentioned restrictions also extend to companies or other legal entities created and/or owned by citizens and residents of the Restricted States. Your continued Use of the Website and/or the Tokens means that you are not domiciled resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States. For other Users, if you become domiciled, resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States, you will immediately cease to Use the Website and/or Token and inform us immediately.

3.2 These T&C are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the T&C at any time by discontinuing the use of the Website and surrendering the Tokens held by them without any compensation or any other claims of any form against the Website Owner, Flame token Team or Flame token Platforms.

3.3 The User acknowledges and accepts that these T&C are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion. The User's continued use of the Website after any amendments or alterations of these T&C and/or the Website shall constitute the User's consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these T&C.

3.4 The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, Flame token Platforms and Flame token, and/or disable any access to the Flame token Platforms, Website or Flame token for any reason.

3.5 Company reserves the right to deploy the anticipated Airdrop in one round or multiple successive rounds at its own election. In the case of a

multiple round Airdrop, company reserves the right to modify, cancel, or restrict participation within the Airdrop at any time. Furthermore, the company reserves the right to provide incentives and other components in order to reward participants in a multiple round Airdrop.

3.6 The eligibility of a User to receive Tokens through Airdrop, the number of Tokens which may be received by a User through Airdrop and the actual time of delivery of Tokens through Airdrop to any particular User will be determined by the Company at its sole discretion. Mere fulfilment and compliance with the Agreements and the T&C does not guarantee that a User will receive the Tokens through Airdrop.

3.7 XFL will be valued for the purposes of the Airdrop at \$0.00 per Token, irrespective of the final value of the token at the Token Sale or any exchanges or under any other agreement.

3.8 By using this Website and registering for participating in the Airdrop, each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence and citizenship):

- (a) he (she) is of an age of majority to enter into these Agreements (at least 18 years of age),
- (b) meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Website Owner and in doing so will not violate any other agreement to which he (she) is a party;
- (c) he (she) has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

- (d) if he (she) is a corporation, governmental organization or other legal entity, he has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;
- (e) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- (f) he (she) is not a resident or citizen of the Restricted States as specified in paragraph 3.1. Hereof.

3.9 A User shall not use the Website if under the Applicable Law and/or law of the country of User's citizenship or residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the receipt, purchase, possession, transfer, use or other transaction involving any amount of Tokens under the laws governing him should not access this Website and is prohibited from accessing, referencing, engaging, or otherwise using this Website.

3.10 Before using the Website, registering for the Airdrop and/or making any offer for purchase or purchasing any Tokens, a User is obliged to read carefully any other documents that follow these Terms and regulate the Website usage and Token Airdrop procedure. The mentioned Agreements shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these T&C. By using the Website each and any User confirms that he (she) has fully read and understood not only these T&C, but any Agreements or other documents released by the Company and fully accepts their terms.

3.11 The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Website Owner. The Website Owner does not guarantee their safety and conformity with any User expectations. Furthermore, We are not responsible for maintaining any materials referenced from another site,

and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

3.12 Company may work alongside of various Marketing companies conducting independent marketing campaigns, Company disclaims any responsibility for any harm resulting from statements, declarations, opinions, facts, or forward looking statements made by Marketing partners related to the airdrop, and is not responsible for any third party content Company does not guarantee their safety and conformity with any User expectations.

3.13 The eligibility of any User to receive Tokens through the Airdrop should be maintained till the completion of the Airdrop process. Any change of eligibility should be reported immediately. US citizens are not allowed to receive the Tokens at any time under any condition.

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

4.1 In case you fill in the requisite forms and/or complete additional procedures prescribed under these T&C and Agreements, an Account will be created by the Website Owner for the purpose of participation in the Airdrop and Use of the Tokens in the future. This creation of an Account on the Website is being made at your sole request and with Your chosen login details and password. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information submitted by You and used for the creation of the Account is used subject to the accompanying Privacy Policy and other Agreements available on the Website.

4.2 The Airdrop of XFL may be conducted in multiple batches and registration for the Airdrop for every individual batch may be made separately.

4.3 You hereby expressly consent that you are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login details and password private and to immediately notify the Website Owner of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or We may face as a result of Your failure to do so and we may undertake legal proceedings to recover any such losses.

4.4 You may request to deactivate or terminate your Account on the Website, at any time and for any reason by sending a request for the same in the contact form on the Website. We may recover any dues which resulted from the use of your Account at the time of termination of the Account and/or even after the termination of the Account through all possible means if they are discovered after the termination of the Account.

4.5 We may terminate Your use of and registration with the Website at any time if You violate these T&C or any other Agreements or documents released by Website Owner, at our sole discretion and without prior notice and/or without any liability or further obligation of any kind whatsoever to You or any other Party, when we find such measures reasonable and/or necessary in a particular situation.

4.11 The Users undertake to ensure and declare that:

- No funds used in transactions and/or trading on Flame token by the User at any time are related to any illegal activity or are

proceeds from any criminal activity in any country across the world

- none of the Flame token Platforms will be used in any manner for money laundering or in violation of any domestic or international laws

4.12 The Users understand and agree that:

- The Tokens may only be transferred subject to compliance with the provisions of applicable laws and these T&C and any other documents released by the Company.
- Transfer of funds or Cryptocurrencies to any other User directly or indirectly through the Flame token Platforms for any transaction not related to genuine use of the Flame token Platforms is prohibited
- Unauthorised transfer, sale, purchase or acquisition of a Flame token Account from another Flame token User is prohibited and a Flame token Account may be used solely by the person who has opened the account.

4.13 The amount which will be received by any User through the Airdrop will be determined by the Company with the likelihood that a specific number of Tokens will be provided on the completion of a specified task such as a small number of Tokens for referring of friends or for registering or joining on the Telegram (mobile application) channel.

4.14 We also collect anonymised information including but not limited to Website visits, duration, time of access, clicks and other use of Flame token Platforms and any transactions made within the Website ('Anonymous Information').

4.17 Users are requested to read and understand the Privacy Policy which may cover additional subject areas of collection and usage of their data. The Privacy Policy and these Terms and Conditions together

govern the Use of the Flame token Platforms and both the documents cannot be read in isolation.

5. Indemnity

To the extent allowable under Applicable Law, the User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, Affiliated Parties, directors, officers, employees, agents, successors harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Token Airdrop, accidents of any kind, any default or delay by any subcontractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of products under these T&C or any other authority or any other cause whatsoever beyond our absolute and direct control.

6. Exclusion of Warranties and Limitation of Liability Clause

- Any and all receipts of Tokens through the Airdrop or any other future sales are final and non-refundable. By agreeing to receive the Tokens, the User acknowledges that neither Website Owner nor any other of its Affiliated Parties are required to provide a refund for any reason, and that the User will not receive or demand money or other compensation for any Tokens that is not used or remains unused for any reason.

- This Website and the Tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Tokens and their use.
- You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, the Website Owner or its Affiliated Parties do not accept any liability for any damage or loss, including loss of any savings, business, revenue, or profits, or future profits or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from receipt of the Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.
- You understand and agree that the Website Owner and any of its Affiliated Parties shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value (if it is ever attributed to it) of the Tokens or Cryptocurrency or Fiat currency. The Website Owner shall not provide to the User any refund possibility (payout liquidity) for the received Tokens. The User understands and expressly agrees that the Website Owner shall not guarantee in any way that Tokens might be sold or transferred during or after the Token Airdrop.
- You understand and agree that it is Your sole obligation to ensure compliance with any legislation relevant to Your country of citizenship, residency or domicile concerning use of this Website and Use and receipt of the Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and receipt of the Tokens. In case of any change in legislation in Your country of citizenship, residency or domicile which makes the Use of the Website and/or Tokens illegal, you agree to cease use of the Website and/or Tokens immediately and absorb any possible losses arising out of the same. You agree to be solely responsible for any applicable taxes

imposed on Tokens that you propose to receive and/or purchase hereunder.

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

7. Disclaimers

7.1 Any cryptographic tokens that possess value in public markets, such as Bitcoins or Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A recipient or purchaser of Tokens should be prepared to expect similar fluctuations, both down and up, in the price of Tokens denominated in respective cryptocurrency (BTC or ETH) or Fiat currencies (USD or EUR or any other fiat currency). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Website Owner cannot and does not guarantee market liquidity for Tokens. By receiving Tokens, You expressly acknowledge and represent that You fully understand that they may not be able to sell the Tokens in any markets and experience volatility in pricing and will not seek to hold the Website Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the Airdrop or sale of Tokens.

7.2 The receipt of Tokens carries with it a number of risks. Prior to receiving Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks are unacceptable to You, You should not register for the receipt of the Tokens. By registering to receive Tokens through the Airdrop, and to the extent permitted by Applicable Law, You are agreeing not to hold the Website Owner or any Affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the receipt of Tokens, including losses associated with the risks set forth herein.

7.3 Should You proceed to receive any Tokens and the product fails to be suitable for the special or particular purpose as intended by You, we will not be liable to You for such unsuitability (including but not limited to

accepting the return of, or refunding to You the price of the respective Tokens).

7.4 We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online Cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned information and the Tokens at your own risk.

7.5 It is possible that the Flame token Platforms and Website will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project. Such a lack of interest could impact the development of the and potential use of it. Therefore, the success of the mentioned project cannot be predicted.

7.6 The User recognizes that the Flame token Platform is under continuous modifications even and may undergo significant changes continuously. The User acknowledges that any expectations regarding the form and functionality of the Flame token Platforms may not be met upon continuous functioning of the mentioned project, for any number of reasons including continuous change in the design and implementation plans and execution of the implementation of plans by the Flame token Team and the Company.

7.7 The Website Owner and the Flame token Team do not support any unfair or fraudulent practices and confirm their intention to continue to develop and improve the Flame token Platform and the entire project. However, due to the risks, associated with Cryptocurrency and digital tokens market (including those described in this Section), the User understands and accepts that while the Flame token Team will make reasonable efforts to complete the mentioned project, it is possible that an official completed version of the Flame token Platforms may not be released and there may never be an operational platform.

7.8 We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

7.9 We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

7.10 Security measures have been implemented to ensure the safety and integrity of any of the services related to the Token Airdrop. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

7.11 The Tokens are unregulated. The Website Owner and the Flame token Team are closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Tokens. The Website Owner and/or Flame token Team or any of its Affiliated Parties are not financial institutions and are currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, financial advisory, money changing, banking, fund management or investment advice. This Token Airdrop is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

7.12 This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities or commodities.

7.14 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations

are intended, and the Website is not and does not offer and shall not be construed as investment or financial product.

7.15 There are no warranties and/or guarantees given that Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange services providers. In any case We will not enable exchanging Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Tokens due to potential lack of liquidity.

7.16 It is possible that even if the Token and the Flame token Platforms are fully functional, Users may not be able to participate in any intended or implied projects and use their Tokens. By holding Tokens, the User acknowledges that he (she) understands that while every effort will be made to keep the Flame token Platforms functioning, it may have to be closed down or not perform as expected and the Token holders accept complete sole responsibility for any such situation.

8. Intellectual Property Rights

8.1 The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Tokens, Flame token Platforms and his activities generally.

8.2 In no way shall these T&C entitle any User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design,

structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Website Owner and is protected by national and international intellectual property rights protection laws.

8.3 There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Website Owner.

8.4 If for the purpose of any intellectual property right registration of the Website Owner, any documentary submission or any other action is required from the User, the User must provide the Website Owner with the respective assistance without any remuneration for the same.

9. Applicable Law And Dispute Resolution

9.1 All questions concerning the construction, validity, enforcement and interpretation of the Agreements shall be governed by and construed and enforced in accordance with the laws of Switzerland (Applicable Law).

9.2 To resolve any dispute, controversy or claim between them arising out of or relating to any of the Agreements, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than ninety (90) days following written notification of such controversy or claim to the other Party. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at contact@flametoken.io. Notice to you shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your registration for Airdrop of Tokens or use of the Website or Services. Your notice to Us must include (i) your name, postal address, email address and telephone number, (ii) a

description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. In case the dispute could not be solved through negotiation, the parties will move for binding arbitration.

9.3 Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

9.4 The parties waive all their rights to claim Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9.7 Under these T&C, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and

substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

9.8 The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at

<https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.

9.9 If any term, clause or provision of this Clause 9 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Clause 9 will remain valid and enforceable. Further, the waivers set forth in Clause 9.4 above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

10. Additional Provisions

(a) Complete Agreement: These T&C set forth the entire understanding between each User and the Company and the Flame token Team with respect to the Airdrop and receipt of the Tokens. For facts relating to the

Airdrop, the User agrees to rely only on these Terms and the Agreements in determining the decision for registration for Airdrop and understands that these documents govern the Airdrop of Tokens and supersede any public statements about the Token Airdrop made by third parties or by the Flame token Team or Company or individuals associated with Flame token Team or Company, past and present and during the Token Airdrop.

(b) Severability: If any term, clause or provision of these T&C is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&C and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&C.

(c) No Waiver: The failure of the Website Owner to require or enforce strict performance by the User of any provision of these Agreements or failure to exercise any right under these Agreements shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these T&C 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 T&C, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these T&C nor be legally binding, unless documented in physical writing, and executed by the User and a duly appointed officer, employee, or agent of the Company.

(d) Force Majeure: The Company 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 Agreements, 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 minimize the impact of force majeure on the injured Party.

(e) Cooperation with Legal Authorities: The Company and Flame token Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

(g) Updates: The Agreements may be updated with or without notice from time to time and the version available at the Website on a given date will be considered as the governing document for any incidents arising on that date. An update of the Agreements on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to the Agreements.

(h) The Agreements will not be interpreted against one Party merely as it was drafted by the Party.

Construction: For purposes of Agreements, whenever the context requires:

- i. the singular number shall include the plural, and vice versa;
- ii. the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and
- iii. the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

(j) Assignment: The User shall not assign any of the Agreements, either in whole or in part, without the express prior written consent of the Website Owner. Any such attempted assignment shall be void.