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Please read carefully these Terms and Conditions (hereinafter – the “Terms”) before using a website <http://mitrav.io/> (hereinafter – the “Website”), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you want to participate in the upcoming MITRAV Initial Coin Offering (hereinafter – the “ICO”), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or buy MTR TOKENs.

## DEFINITIONS

- 1.1 Account – a User’s account on the Website, which is created and used to buy MTR TOKENs. A User is given the access to an Account upon its successful creation through providing <http://mitrav.io/> with all the required information. Only authorized Users have a right to buy MTR TOKENs on the terms provided herein.
- 1.2 Agreement – these Terms and all other operating rules, policies, and procedure that may be published from time to time on the Website (including privacy policy, cookie policy etc.).
- 1.3 Bitcoin or BTC – a consensus network that enables a new payment system and a completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.
- 1.4 Mitrav App and Tokens - Company is developing a blockchain based travel assistance app and related software systems (the “MITRAV Application”). The Mitrav App will allow travellers, agents, guides, bloggers to interact through a app-based mediation layer that makes use of blockchain-based tokens (“MTRs”).
- 1.5 MTR TOKENs – cryptographic ERC20 tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the MITRAV ICO (system, not legal entity). Though MTR TOKENs are similar to securities, they are not and shall not be considered as such.
- 1.6 User – anyone who uses the Website, with or without prior registration and authorization using the Account.
- 1.7 Website Owner, Company, we, us – first tokenized closed-end fund designated to Blockchain based travel assistance; MITRAV, a company, that will be registered under the laws of India. In no way shall (company) be deemed a partner, employer or agent for any User or providing any financial services thereto.

## GENERAL

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the MTR TOKENs.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion, by updating this posting at the "Last Updated" section; the User's continued use of the Website after the amendments etc. shall constitute the User's consent hereto and acceptance hereof;
- the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6 By using this Website, you covenant, represent, and warrant that:

- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;
- you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.7 You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the MTR TOKENs exist under the applicable law, we persistently recommend you not to use this Website and not to buy MTR TOKENs.

## **Pre-Order and Delivery**

You are pre-ordering a certain quantity of MTRs ("Your Pre-Order") to be delivered upon the general availability of MTRs to an "address" that You supply. If You do not provide MITRAV with an address then it will not be possible to deliver Your Pre-Order and Mitrav shall retain Your MTRs until You provide an address. Notwithstanding any other term of this agreement, if You do not provide an address within one year of placing Your Pre-Order then Company shall attempt to refund You the consideration paid for Your Pre-Order and Your Pre-Order shall be cancelled. If Company is unable to refund You due to non-communication, or any other reason, then the consideration paid shall be forfeited 90 days after providing notice to You, but no sooner than 14 months after the date of Your Pre-Order.

## **Cancellation of Your Pre-Order Due to Non-Payment**

If You do not pay for Your Pre-Order within two hours of ordering then Company reserves the right to cancel Your Pre-Order and shall issue a refund within 30 days.

## **MTRs and Blockchain Technology**

It is anticipated, but not guaranteed, by Company that MTRs will be accessed through the Ethereum network in the form of an “ERC-20” token (eventually). There will be a period of time following Your Pre-Order in which MTRs will be tracked by the Company internally and not on a public blockchain (e.g. Ethereum). From time-to-time Company shall provide updates on the number of MTRs sold and the date of expected conversion to a blockchain-based system either through email or by a conspicuous posting on its website(s).

## **Redemption of MTRs by Company**

If and when Company makes services available MTRs shall be redeemable for services from Company at rates to be determined, and not guaranteed, by Company and/or users of the Mitrav Application. There may be further terms applicable to the services delivered in exchange for MTRs.

## **Not Purchase of Application**

You are not purchasing the Mitrav Application (or any software at all). Company intends to open-source all of its software and it will be made available for free. Company’s software and Internet-based services shall be licensed separately upon release.

## **Application/Software Launch Date**

Company may provide guidance on the expected launch date of the Mitrav Software and/or MTRs but due to the uncertain nature of software development and pioneering aspects of the Mitrav Software, the actual launch date may differ from Company’s expectations or announcements. If You provide contact information as part of Your Pre-Order then Company may provide You with updated information regarding the launch from time-to-time.

## **Securing Your Pre-Order and MTRs**

Company strongly recommends that You take steps to ensure that Your Pre-Order credentials are not intercepted in transit or stolen while at rest on Your computing device. Your Pre-Order credentials will allow anyone possessing them to take control of Your Pre-Order MTRs. You shall be solely responsible for securing Your Pre-Order.

## **Non-Refundable**

Company shall have no obligation to honour requests to refund Your Pre-Order.

## **Over-Allocation of MTRs**

Company shall make commercially reasonable efforts to ensure that MTRs are not oversold (i.e. more sales of MTRs than the fixed number available). In the event that MTRs are oversold then Company shall fill orders on a “first come, first served”-basis. If Your Pre-Order is within an oversold lot then Company shall provide MTRs to You on a pro-rata basis and refund the difference. For example, if You order 50 tokens for \$50 and only 30 are

available then You will receive 30 tokens and be refunded \$20. Company shall promptly notify You if Your Pre-Order falls within an oversold lot.

## **Integrity of Sale Process**

In order to maintain the integrity of the MTR sale process Company reserves the right to cancel (and initiate a refund for) Your Pre-Order if it determines, in its sole discretion, that You have manipulated Company's sales process through technological means or deception.

## **No Warranty**

Company does not warrant that Your Pre-Order will be suitable for Your purposes (or any purpose) and is offered to You without any warranty whatsoever, on an "as-is" basis. Company shall not be liable for any losses, damages, claims, economic damages, or any other money amounts related to Your Pre-Order, to the maximum extent permitted by law, in tort, contract, negligence or any other theory of law.

## **Lost Pre-Order Credentials**

If You lose access to, or destroy, Your Pre-Order credentials then You will be unable to access the corresponding MTRs. It may not be technically possible for Company to recover or replace lost or destroyed credentials, and the possibility of this is entirely at Your own risk.

## **Disclaimer of Risk**

MTRs will only have utility within the context of the Mitrav Software (and any related smart contracts). You agree not to hold Company responsible for issues related to the Ethereum blockchain, MTRs, Mitrav Software, or any other related components, including failure to complete any aspect of the project in line with forward-looking technical plans or technical limitations of the project that reduces or completely eliminates the utility of MTRs to You. You specifically agree that Company (including its directors, officers, and employees) shall not be responsible for any of the following risks: Mitrav Application may not launch due to unforeseen technical difficulties and Your Pre-Order will consequently have no use with respect to the Mitrav App; or, vulnerabilities in underlying blockchain technology, e.g. the Ethereum platform, such as flaws in its EVM implementation or smart contract exploits; or, problems with the Ethereum blockchain that cause You to not receive Your MTRs; or, theft or loss of Your private keys; or, vulnerabilities of the cryptographic foundations of Ethereum (upon which MTRs may rely); or, bugs or unintended operation of smart contracts related to MTRs due to Company's error, mistake, or inadvertence; or, regulatory changes in Your local jurisdiction that prohibit MTRs, the use of search engines similar to the Mitrav, Ethereum, or other related technologies; or, wallet software that You use to manage MTRs may contain bugs or operate in a way that results in You losing access to MTRs. You hereby represent and

warrant that You understand the above risks and waive any claims in relation to the realization of the above risks.

### **Compliance with Local Law**

There may be laws that apply to Your Pre-Order in Your jurisdiction. You shall be solely responsible for compliance with local law and shall indemnify Company against any liability (including the costs of defending against claimed liability) incurred as a result of Your non-compliance.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, Company shall not be liable, directly or indirectly, for any indirect, economic, special, incidental, exemplary, consequential, or punitive damages, lost profits, lost revenue, lost earnings, lost tokens, corrupted wallet data, failure to realize any savings, gains, losses or any other damage or loss to You. Notwithstanding any other provision of this agreement, Company's liability to You shall be limited to the lesser of \$100 USD of any consideration paid for Your MTRs.

### **Electronic Communications**

By placing a Pre-Order You agree that Company may contact You with marketing information, product information related to Mitrav Software, or any other information that may be relevant to Your Pre-Order, using any electronic means (such as email or SMS).

### **Currency**

All references to currency are to United States dollars (USD) unless otherwise specified.

### **Governing Law and Choice of Forum**

Any dispute related to this agreement shall be governed by the laws of Pune, Maharashtra, India and heard in the courts of the Pune, Maharashtra, India.

### **Severance**

If any provision of this agreement is deemed to be unenforceable or unlawful by a court or competent authority then the offending provision shall be struck out and the remaining provisions shall continue in effect.

### **Assignment**

Company may assign this agreement as part of a sale of all or substantially all of its assets. You shall not be permitted to assign this agreement.

## **Force Majeure**

Company shall not be liable for any failure or delay in the performance of its obligations (or Mitrav Software) if the reason for the failure or delay is an issue with the Ethereum blockchain or any other event or circumstance beyond Company's control.

## **Notice**

You may provide notice to Company by contacting [legal@mitrav.io](mailto:legal@mitrav.io)

## **Entire Agreement**

This is the entire agreement between the parties with respect to MTRs, advertising, or any other aspect of the Company and supersedes any other understanding, representations or agreements between the parties.