

# **Agreement to Purchase Cryptographic Utility Tokens (AuBit X LLC)**

This Agreement is made between Aubit X, LLC a Limited Liability Corporation based in the State of Wyoming with company registration number 000859723 with its official address at 30 N Gould Ste R, Sheridan Way, WY 82801 (hereinafter 'Aubit') and You, a citizen or resident of the United States of America (hereinafter 'You', 'Your').

THIS AGREEMENT CONTAINS DISCLAIMERS AND WAIVERS OF LIABILITY WHICH YOU SHOULD READ IN FULL. IF YOU DO NOT AGREE TO ANY OF THE TERMS CONTAINED HEREIN YOU SHOULD NOT ACCEPT THESE TERMS.

## **PREAMBLE**

You wish to purchase Aubit Freeway Tokens (the 'Tokens') and are a U.S. Citizen or Resident (hereinafter 'U.S. Person'). Aubit is selling the Tokens for and on behalf of the Aubit group of companies which created and produced the Tokens to work within their ecosystem and technology platform. These terms will govern your purchase and use of the Tokens.

WHEREAS - Aubit has registered with the Wyoming Secretary of State under the Blockchain Registration protocol and is selling a Utility Token to U.S. persons.

WHEREAS - Aubit is not conducting an Initial Coin Offering, or other cryptographic token sale raise for the purpose of generating finance.

WHEREAS - The Tokens are not produced, minted, or maintained by Aubit X, LLC and are being sold on behalf of the Aubit group of companies.

WHEREAS - You are a citizen or resident of the United States of America and wish to purchase the Tokens and intend to be bound by these terms hereafter.

## **TERMS**

### **1. Agreement to sell**

This Agreement is made between You and Aubit for the purpose of Your purchase of Tokens.

By clicking 'Agree to these terms' You hereby agree that You have read all of this Agreement and agree to be irrevocably bound by all of its terms, elements, clauses, disclaimers, and waivers as contained within.

You agree to purchase the number of Tokens You select during the purchase process within the Aubit X, LLC website: [www.freewaylite.us](http://www.freewaylite.us). The Aubit X, LLC website has been specifically designed for US persons and no other individuals should or may use this website.

You will pay immediately for the Tokens before any shall be distributed or made available to You.

It will be necessary for Aubit to undertake Know Your Client ('**KYC**') steps to ascertain that You are of legal age and entitled to purchase the Token generally. You will be required to pass through KYC checks before You can complete Your purchase of Aubit Tokens on the Aubit X, LLC website: [www.freewaylite.us](http://www.freewaylite.us)

If You fail KYC checks any fees paid by You will be refunded and You will not receive Tokens.

If You fail to prove you are a citizen or resident of the US You will be removed from the Aubit X, LLC website and asked to complete the onboarding process on the general Aubit website.

As a citizen or resident of the US You may not and will not use the Aubit general website without prior registration on the Aubit X, LLC website. Aubit X, LLC services can be denoted by the words "Aubit X" and "Freeway Lite US". The services will be provided at the website address [www.freewaylite.us](http://www.freewaylite.us) and citizens and residents of the US should only use these services.

Once You have passed KYC and paid the necessary fees Your Tokens will be uploaded into Your Aubit Account. You will then be required to go to the general Aubit website and complete Your registration there.

NOTICE: SOME ELEMENTS OF THE AUBIT X, LLC ([www.freewaylite.us](http://www.freewaylite.us)) AND THE GENERAL AUBIT WEBSITE MAY OVERLAP FOR THE PURPOSE OF KYC. YOU MAY ALSO BE REQUIRED TO SHOW ADDITIONAL DOCUMENTATION ON THE AUBIT GENERAL WEBSITE SUCH AS PASSPORT. IT IS NOT RECOMMENDED THAT THOSE WHO DO NOT HAVE A PASSPORT PURCHASE TOKENS.

### **Your Warranties and undertakings**

You hereby warrant and undertake the following:

You are not purchasing Tokens under any duress or pressure from a third party.

You are not purchasing any Tokens for on on behalf of any third party and all Tokens You acquire shall remain within Your possession at all times.

You are not purchasing any Tokens as a speculative, investment, or other financial instrument.

You are familiar with the nature of cryptographic tokens and possess reasonable enough knowledge to manage the Tokens.

You do not consider the Aubit Token a financial or security instrument.

## **2. Conditions of Sale**

By purchasing the Tokens You agree that the Tokens may not be used outside of the Aubit Ecosystem. Any use of the Token outside of the Aubit ecosystem is done so at Your own risk and without the permission or guidance of Aubit, generally.

Tokens purchased from Aubit X, LLC can only be redeemed in the same currency as they were purchased. Alternatively, You may sign an agreement with Amethyst International, LLC to exchange your Tokens purchased from Aubit X, LLC into BTC, ETH, USDT or USDC.

You Agree to all the warranties and undertakings as contained herein.

You are of sound mind and are not subject to any legal proceedings or actions which could cause issue with Your ownership of Tokens.

You do not have any prior history or convictions of money laundering or other financial crimes.

You are not a protected person, nor have been disqualified from holding office in any company or corporation anywhere in the world.

You are not subject to any IRS Audit or Investigation.

## **3. Nature of Token**

The Token has been assessed by a top tier international law firm and Aubit has worked carefully to ensure that the Token and its use are confined only to those uses as defined within the State of Wyoming as 'Utility' and general international guidance and consensus on utility tokens. Aubit has also digested all current SEC and IRS advice and guidance on utility tokens and has ensured that their Token is compliant as possible.

The Token is not, and shall not ever be a security. U.S. Persons are restricted in an end to end use protocol which ensures that the Token does not leave the network. Any removal of the Token from the Aubit Network by You, is done so in breach of these terms and is out of control of Aubit.

The Token is 'aligned' with a fiat price. This price is for illustrative purposes only and does not represent an actual value of the Token. This representation may fluctuate in amount based on the transactions being undertaken on the Token network. The Token has no conversion or cash value.

Upon disposal or transfer of the Token to another Aubit user or to Aubit, You may obtain more or less than You initially put in to acquire Tokens to use the Aubit ecosystem. Aubit is not responsible or liable for any tax payments and You shall be responsible for all tax reporting and filings in relation to owning, operating, and disposal of your Tokens.

Aubit is also not and shall not be liable for any loss of value in the Token. Aubit does not control the value of the Token. Any value assigned to the token is for logistical and illustrative purposes only and does not purport its actual or cash value.

#### **4. NOTICE ON SECURITY**

THE TOKEN IS NOT A SECURITY. IT SHOULD NOT BE BOUGHT TO SPECULATE. IT SHOULD NOT BE BOUGHT AS AN INVESTMENT OR FINANCIAL OPPORTUNITY. THE TOKEN IS ONLY AN ENGAGEMENT MECHANISM IN AN END TO END PROTOCOL AND THE TOKENS ARE REQUIRED TO USE THE PROTOCOL MUCH LIKE A MEMBERSHIP, NETWORK, OR REWARD TOKEN.

YOU WILL NOT RECEIVE ANY TAX DOCUMENTS FOR YOUR OWNERSHIP OR USE OF THE TOKEN DIRECTLY.

AUBIT TOKENS ARE NOT WORTH ANY CASH VALUE.

YOU SHOULD ONLY USE THE AUBIT TOKEN IN LINE WITH THE AUBIT NETWORK AND GUIDANCE AS CONTAINED ON THE AUBIT WEBSITES. ANY DOCUMENTS WHICH MAY HAVE REFERENCED AN ICO OR TOKEN SALE DID NOT AND DOES NOT INCLUDE THE U.S. MARKET OR U.S. PERSONS.

THE SALE OF AUBIT TOKENS IS NOT BEING DONE TO RAISE FUNDS. IT IS NOT A FINANCIAL OR FUNDRAISING EXERCISE. IT IS BEING DONE TO ALLOW USERS ACCESS TO THE AUBIT ECOSYSTEM.

ACCORDINGLY NO FILINGS HAVE BEEN MADE WITH THE SEC OR ANY OTHER FEDERAL OR STATE BODY IN ACCORDANCE WITH THE BELIEF THAT THIS TOKEN DOES NOT CONSTITUTE AND IS NOT A SECURITY.

AUBIT X, LLC HAS NOT ISSUED AND DID NOT CREATE THE TOKENS.

#### **5. Restrictions on use**

The Token may only be used within the Aubit Network through [www.freewaylite.us](http://www.freewaylite.us). You will be required to register an account on the Aubit website in order to gain access to these services and features. Such an account is necessary to use the Token.

If You remove the Token from the Aubit Network, Aubit does not have any control or ability to monitor the Token. You do this at your own risk and in breach of these Terms and this Agreement.

You may not claim at any time that the Token is a security. In purchasing these Tokens and agreeing to these terms you understand that these Tokens are not designed and do not act as a security. You should never hold out, insist, promote, or communicate that Tokens are a security or likewise that Your ownership or use of Tokens makes You an investor.

Purchasing Tokens does not make You an investor. Tokens confer no rights to You.

## **6. Waiver and Release**

The purchase and use of the Token is totally voluntary. As such, upon Your purchase of Tokens You hereby agree to waive any and all claims you may have against Aubit. You furthermore agree to release Aubit from any and all claims that You may have or develop in the future (including its parents, affiliates, and subsidiaries) thereof.

Such waiver extends to Your interaction with Aubit and the Token and includes all the directors, members, officers, shareholders, subsidiaries, partners, affiliates, or any other party under contract with Aubit.

This waiver and release applies to any and all actions, causes of actions, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, agreements, undertakings or commitments known or unknown, suspected or unsuspected, asserted or accrued.

You expressly agree not to hold Aubit and any party under contract with Aubit liable for any claims arising from or out of the use or ownership of the Token with special focus placed on securities laws of both the United States and the States therein.

## **7. Indemnification**

The purchase and use of the Token is totally voluntary. As such, upon Your purchase of Tokens You hereby agree to indemnify Aubit including all of its officers, directors, members, contractors, or any other party associated under agreement with Aubit.

The indemnification will apply to any and all civil, criminal, or regulatory actions arising from or out of Your use of the Tokens. Indemnification may include elements such as legal fees, costs, expenses or any other financial compensation to ensure that the company is indemnified.

## **8. Compliance with law enforcement**

Aubit is committed to working with law enforcement and regulatory agencies. Accordingly, You hereby understand that Aubit will disclose any and all information relating to Token purchases and Token use to any government, regulatory, enforcement, or law agency upon their reasonable request.

This may include Your personal details such as name, address, date of birth, social security information and ID documents provided to us.

In the event that You do not wish to have your ID documents or information shared with any of the above named bodies, You should not purchase the Tokens.

Aubit will comply with any reasonable court order if provided and any and all requests should be made to the company head office. The address can be obtained by emailing the company.

## **9. Miscellaneous**

This Agreement has been made in good faith between You and Aubit and has been entered into voluntarily. Accordingly, if any clause within this Agreement is found to be invalid the contract shall remain in full force and the honorable court shall use its best efforts to determine the intention of Aubit in its drafting.

This Agreement and the relationship between the You and Aubit shall be governed by the laws of the State of Wyoming. Both You and Aubit agree to be bound by the laws of the State of Wyoming and any and all disputes shall be managed by a Court within the city of Cheyenne.

This Agreement may not be assigned by either You or Aubit.

This Agreement can be executed electronically by selecting 'Accept' (or similar wordage) on the Aubit website. Aubit will be deemed to have accepted these terms automatically.

## **ADDENDUM - Special Conditions for US Persons**

THIS ADDENDUM IS SPECIFICALLY FOR US PERSONS (THOSE WHO ARE US CITIZENS OR RESIDENTS). AS A US PERSON, BY REGISTERING WITH THE AUBIT X, LLC PLATFORM YOU HEREBY AGREE TO THESE SPECIFIC ADDITIONAL TERMS OF USE.

### **Use of the Platform**

US Persons may only use the Aubit Freeway Lite Platform at the web address **www.freewaylite.us** - this 'Lite' platform (the '**Platform**') restricts some of the elements of the Aubit Freeway platform which are not yet available to US Persons. This means you may see some features advertised or promoted that you do not have access to.

### **Enhanced KYC**

US Persons may, from time to time, be requested to provide additional information about themselves. Additional information may include but not be limited to, full name, date of birth, address, social security number. Additionally, new ID documents may be requested from time to time.

**YOU WILL BE REQUIRED TO PROVIDE A PASSPORT TO USE THE AUBIT PLATFORM. YOU SHOULD NOT USE THE AUBIT PLATFORM IF YOU DO NOT HAVE A VALID PASSPORT.**

US Persons must declare they are a US Person. They may not use any secondary passport or residency that they have in their possession. Because of US tax and securities laws, US Persons are always considered US Persons regardless of their geographical location.

Likewise, US Persons may not use a VPN or other avoidance measures to locate themselves within a different geographical location.

In the event that any US Person is found to be deploying any type of 'anti-avoidance measure such as a VPN or other, Aubit reserves the right to discontinue their use of the Platform immediately and issue a permanent ban to such US Person.

### **Freeway Tokens**

**US Persons may only use Aubit Freeway Tokens ('Tokens') that they have acquired from Aubit X, LLC under the terms as laid out by that company.**

Removal of Tokens from the Platform is prohibited. Any Tokens removed from the Aubit Platform may not then be reentered into the Aubit Platform for any reason. You will have to acquire new Tokens from Aubit X, LLC in order to use the Platform.

Aubit does not endorse, encourage or allow the Tokens to be removed from the Platform and using Tokens outside of the Platform is grounds to have your account terminated.

**YOU MAY NOT USE ANY TOKENS ACQUIRED BY A THIRD PARTY BY ANY OTHER MEANS ON THE PLATFORM OTHER THAN THOSE SOLD TO YOU BY AUBIT X, LLC.**

All the terms You agreed to during your purchase of Tokens remain valid and enforceable.

**Removal**

Pending a notification from any US government authority You may be blocked from using the Aubit network without advance notice if such a request is reasonably made by any US investigatory body. Upon an official request from such a body, You may be removed from the Platform.