

Terms and Conditions

These terms and conditions were last updated on November 20th 2017.

Please read these Terms and Conditions carefully before using the Website and its affiliating product.

Acceptance of this Terms and Conditions

These terms of use are entered into, by and between you and the Travelflex – owned and operated by WPT Limited, room 2405 Progress Commercial Building, 9 Irving Street, Causeway Bay, Hong Kong - (“company”, “we” or “us”). The following Terms and Conditions govern your access to and use of Travelflex.org, including any content, functionality and services offered on or through Travelflex.org (the “Website”).

Please read the Terms and Conditions carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions in addition to our privacy and cookie policy.

If you do not agree to these Terms and Conditions or the privacy policy, you must not access or use the website or any of its products.

Translations

The Website contains translations of the English version of the Website. These translations are provided to you only as a convenience. In the event of any conflict between the English language version of the Website and the translated version of the Website, the information on the English language version shall take precedence. If you notice any inconsistency, please report them to support@Travelflex.org.

Changes to the Terms and Conditions

We may revise and update these Terms and Conditions at any time, in our sole discretion and without prior notice. All changes are effective immediately upon posting. Your continued use of the Website following the posting of the revised or updated Terms and Conditions means that you accept and agree to the changes.

Please refer to the header of these Terms and Conditions to view the date of the last updated version.

Intellectual property rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms and Conditions permit you to use the Website for your own personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows:

- You may download a copy of the mobile application to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by the end user license agreement for this application.

If you wish to make use of any materials on the Website, please address your request to: support@Travelflex.org.

Registration and account

In order to access and use certain features on the Website, you must create an account with Travelflex (“Account”). You agree to: (I) provide accurate, current and complete information when creating or updating an Account, (II) maintain and promptly update your Account information, (III) maintain the security and confidentiality of your login credentials and restrict access to your Account, (IV) promptly notify Travelflex if you discover or otherwise suspect any security breaches related to the Website or your Account; and (V) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

In case we suspect an Account breach, or any information you have provided us seems inaccurate or out-of-date, we may terminate and/or remove your Account without prior notice. We cannot be held responsible for the loss of your login credentials or any damage or breach to your Account.

Risks related to the use of Travelflex

The Website, nor the Company, shall be responsible for any losses, damage or claims arising from events falling within the scope of the following categories:

- (1) Mistakes made by the user of any Travelflex-related software or service, e.g. forgotten passwords, payments sent to the wrong Travelflex addresses or accounts, and accidental deletion of wallets.
- (2) Software problems of the Website and/or any Travelflex-related software or service, e.g. corrupted wallet file, incorrectly constructed transactions, unsafe cryptographic libraries, malware affecting the Website and/or any Travelflex-related software or service.
- (3) Technical failures in the hardware of the user of any Travelflex-related software or service, e.g. data loss due to a faulty or damaged storage device.
- (4) Security problems experienced by the user of any Travelflex-related software or service, e.g. unauthorized access to user's wallets and/or accounts.
- (5) Actions or inactions of third parties and/or events experienced by third parties, e.g. bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.

Investment risks

The investment in Travelflex can lead to loss of money over short or even long periods. The investors of Travelflex should expect large range fluctuations in prices. The information on the Website cannot guarantee that the investors in Travelflex would not lose money.

Travelflex coins are a product, NOT a security or investment offering. Travelflex coins are simply a token useful for paying or purchasing services or products; it does not give you voting rights over anything, and we make no guarantees of its future value.

Tax obligations

The users of the Website and its product are solely responsible to determine what, if any, taxes apply to their Travelflex transactions and investments. The owners of, or contributors to, the Website and the Company are NOT responsible for determining the taxes that apply to Travelflex transactions and investments.

Access and availability of services and links

The Website may contain links to other related sites, resources, and advertisers. These links are provided for your convenience only. The Website has no control over those sites or resources, and cannot accept responsibility for them or its content. Furthermore, the Website cannot be responsible for any harm, loss or damage that may arise from your use of them. If you decide to access any of the containing links, you do so entirely at your own risk and subject to the terms and conditions of use for such site. Any concerns regarding external links should be directed to their respective owner.

Geographic restrictions

We make no claims that the Website or any of its content is accessible, appropriate or legal to every person or every country. If you access this Website, you do so on your own initiative and are responsible for compliance with local laws.

Trademarks

The Company name, the terms, the Company logo and all other related names, logos, product and service names, designs and slogans are trademarks of the Company and/or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

User content and prohibited uses

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree to not use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download or re-use any material which does not comply with these Terms and Conditions.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including, but not limited to, any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, but not limited to, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- Use any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.

In addition, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including, but not limited to, monitoring or copying any material on the Website.
- Use any manual process to monitor or copy any of the material on the Website for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful to the Website or any of its users.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website or its users.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise interfere or attempt to interfere with the proper working of the Website.

This Website includes interactive areas or services, in which you or other users may create, post, send or store messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code, links or other items or content (“User content”). You agree not to post, upload, transmit, distribute, store, create or otherwise publish or send through the Website any of the following:

- User content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, false, misleading or otherwise objectionable.
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law.
- User Content that may impinge upon the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual’s consent.

- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content.
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Viruses, corrupted data or other harmful, disruptive or destructive files.
- User Content that, in the sole judgment of us, is objectionable or which restricts or inhibits any other person from using or enjoying the interactive areas, the Website, or which may expose the Company or its users to any harm or liability of any type.

User content that violates these Terms and Conditions will be removed and may result in termination and/or removal of your Account without prior notice.

Travelflex does not control, take responsibility for or assume liability for any user content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Travelflex liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. When you participate in interactive areas, you understand that certain information and content you choose to post may be displayed publicly or to select users. You are solely responsible for your use of the Website and the interactive areas and use them at your own risk.

If you become aware of user content that you believe violates these Terms and Conditions, you may report it by emailing support@Travelflex.org. Enforcement of the Terms and Conditions is solely in our discretion and the absence of enforcement of these Terms and Conditions in some instances does not constitute a waiver of our right to enforce the Terms and Conditions in other instances.

Linking the Website to social media

You may link the Website to social media, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, nor does it portray Travelflex in a false, misleading, derogatory or otherwise defamatory

manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. You must not establish a link in such way as to suggest any form of association, approval or endorsement on our part without our prior express written consent.

Feedback

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Website or products (“Feedback”), that are provided by you, whether by email, posting to the Website or otherwise, are non-confidential and will become the sole property of the Company. We will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to: (a) your use of the Site; (b) any User Content or Feedback you provide; (c) your violation of these Terms and Conditions; (d) your violation of any rights of another; or (e) your conduct in connection with the Website. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions above may not apply to you. If you are obligated to indemnify us, we will have the right, in our sole and unfettered discretion, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

Disclaimer of warranties

TRAVELFLEX PROVIDES NO GUARANTEE AS TO THE PERFORMANCE OR THE UNINTERRUPTED AVAILABILITY OF THE WEBSITE OR THE

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Modifications to the website

Travelflex reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. You agree that Travelflex will not be liable for any modification, suspension or discontinuance of the Website or any part thereof.