

Terms and Conditions

Movement App and MOVE tokens terms and conditions.

1. Introduction

These terms and conditions (the "Terms") describe information applicable to the use of the <https://www.movementapp.io> website and services, which is operated and owned by ("MovementApp LLC."). By transferring Ether ("ETH") to the Movement App token sale smart contract ("the Smart Contract") and/or calling the token creation function to create Movement App Tokens (hereinafter "MOVE"), the User expressly agrees to be bound by all of the terms and conditions set forth. In accepting this agreement, the User acknowledges that the User has read this agreement, understands it, and had an opportunity to seek independent legal advice prior to agreeing to it. The User also warrants that the User is of a sufficient age and has full capacity to enter in this contract under applicable law. The User understands and accepts that the User makes a contribution into the Smart Contract for the development of the Movement App ("Contribution") upon the creation of MOVE, as further described in the Movement App Whitepaper ("Movement App Whitepaper" or "the Whitepaper"). For the Whitepaper and/or further information on the Movement App, see: <https://www.movementapp.io> ("the Website"). The information contained in the Whitepaper and on the website, are of descriptive nature only, are not binding and do not - unless explicitly stated - constitute part of the Terms as set forth herein. At any point, if the User does not agree to any portion of the current Terms, the User should not proceed to use the Website, or participate in the token sale ("the Sale"). Movement App reserves the right to review and amend the Terms at any time without notice. This document does not constitute a prospectus of any sort, is not a solicitation for investment, and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is the description of the functionality of the Smart Contract.

2. Status of these terms

- 2.1. The purpose of these Terms is to explain the functionality of the Smart Contract and to notify the persons who intend to transfer ETH, BTC, LTC to the Smart Contract ("the Contributors") about the risks connected with the use of the Smart Contract.
- 2.2 The list of risks specified in these Terms is not comprehensive, and it may not contain those risks which cannot be predicted at the present moment. If the User is not sure the User can estimate the probability of occurrence of such risks, the User is advised to contact an appropriate specialist, including but not limited to a programmer, lawyer, or adviser, before making a decision about entering into the agreement set forth by these Terms.
- 2.3 The User may not take legal actions against any entities, individuals, or the Smart Contract connected with using the Smart Contract, including, but not limited to claims based on the fact the User did not read nor did not understand the terms and conditions of the Blockchain Ecosystem.

- 2.4 Review of these Terms does not supplant the review of the Smart Contract, or of the full technological infrastructure in which the Smart Contract resides. By transferring ETH, BTC, LTC to the Smart Contract, the User confirms that the User has read instructions of the Blockchain Ecosystem and fully and unconditionally agree with the conditions hereof.
- 2.5 These Terms may be amended and/or updated in the future, without notice. The applicable Terms are the ones displayed on the Website. In order to obtain the most complete and current information regarding the Smart Contract, the User should periodically review this document.

3. Token Creation

- 3.1. Ownership of MOVE Token carries no rights express or implied other than a limited right to use the Movement App, if and to the extent the Movement App has been successfully completed and launched.
- 3.2. The User understands and accepts that MOVE Token does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to Movement App.
- 3.3. The creation and allocation of MOVE by the Smart Contract is initiated by the User transferring an amount of ETH, BTC, LTC to the Smart Contract, located at the Ethereum address denoted on the Website, which triggers a smart contract operation. This allocates the corresponding MOVE to the User's address from which the ETH, BTC, LTC was transferred. The User must insure the Contribution is made from an Ethereum address which can technically support MOVE (e.g. not from a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Issuance of MOVE are made by the Smart Contract according to the allocation protocols encoded therein.
- 3.4. The total amount of MOVE tokens deployed is 21'172'000 MOVE the soft cap for the pre-sale phase is 240'000 MOVE. The soft cap is an undisclosed amount representing the threshold in which the pre-sale phase is considered successful ("the Soft Cap"). After total Contributions exceeding the Soft Cap are recorded by the Smart Contract, Movement App will signal the Soft Cap as having been reached and unblock the second phase of the token sale. MOVE tokens will be divided by the Smart Contract into six discrete supplies. Pre-sale Supply: 15% of all MOVE created by the Smart Contract will be allocated to the early Contributors. Sale supply: 47% of all MOVE Tokens will be allocated for actual token sale. MOVE becomes transferable upon the signal of second phase of the sale end. Movement App Development Reserve: 10% of all MOVE created by the Smart Contract will be allocated to Movement App development reserve and immediately stored in a time locked smart contract vault ("MOVE Dev. Vault"). MOVE Vault will be locked for 6 month as soon and if the Movement App second phase of the sale has been successfully ended. Bonuses: 14% of all MOVE created by the Smart Contract will be reserved as bonuses for first comers. Bounty program 9% of all MOVE of all MOVE created by the Smart Contract will be reserved for marketing program participants. 5% of all MOVE created by the Smart Contract reserved for developers'

team and advisors. Movement App reserves the right to transfer the Reserve Supply at the discretion of Movement App.

- 3.5. The User understands and accepts that any transfer of ETH, BTC, LTC will only be refunded in the situation the Minimum Cap is not signaled and the Sale is considered to have failed. The User shall therefore make sure that the Contributions made originate from an Ethereum address capable of receiving the transfer of ETH, BTC, LTC (e.g. not a smart contract in itself such as a multiple-signature wallet, nor that of a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Other Contributions made are non-refundable and final. By contributing for MOVE, the User acknowledges that the User has no right to request a refund for any reason, and that the User will not receive money or other compensation for any MOVE that is not used or remains unused, except under the functionalities encoded in the Smart Contract and the protocol associated.
- 3.6. The pre-Sale phase will continue for a duration of 10 days from the initial activation of the Smart Contract ("the Sale Period"), or until the pre-Sale Supply is empty.
- 3.7. The Sale phase will continue for a duration of 30 days from the initial activation of the Smart Contract ("the Sale Period"), or until the Sale Supply is empty.
- 3.8. The creation and allocation of MOVE by the Smart Contract is initiated by the User transferring an amount of ETH, BTC, LTC to the Smart Contract, located at the Ethereum address denoted on the Website, which triggers a smart contract operation. This allocates the corresponding MOVE to the User's address from which the ETH, BTC, LTC was transferred. The User must insure the Contribution is made from an Ethereum address which can technically support MOVE (e.g. not from a currency exchange such as Kraken, Poloniex, Coinbase, etc.). Issuance of MOVE are made by the Smart Contract according to the allocation protocols encoded therein.
- 3.9. The transferability of MOVE will be unlocked upon the signaling of the Sale Period end.
- 3.10. MOVE Token is only for use in connection with the Movement App under the terms of the Smart Contract and only constitute a transferable representation of the attributed functions specified in the Smart Contract.
- 3.11. MOVE is a usage token, which enables participation on the Movement App. Furthermore, certain governance functions may be implemented. If such governance functions exist, Movement App. has the final decision power regarding all matters discussed.
- 3.12. Ownership of MOVE carries no rights express or implied other than the right to use MOVE as a means to enable usage of and interaction with and within the Movement App, if successfully completed and deployed. Beyond this, ownership of MOVE carries no rights express or implied. In particular, the User understands and accepts that he has no right to claim as a holder of MOVE any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the Movement App.

3.13. By transferring ETH, BTC, LTC to the Smart Contract and/or upon receipt of MOVE, the User represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of MOVE and/or the Movement App in general; the User has a deep understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with cryptographic tokens, like Bitcoin (BTC), Litecoin (LTC) and Ether (ETH), and blockchain-based software systems; the User understands and accepts that the consensus mechanism securing the Ethereum Network may change in the future, and the stakeholders who are in control of the Network may also change as a result; the User is legally permitted to transfer ETH to the Smart Contract, receive MOVE, create or obtain MOVE in the User's jurisdiction; the User will contribute ETH, BTC, LTC and/or create MOVE from a wallet respectively within a wallet or wallet service provider that technically supports MOVE. The User understands and accepts, that failure to assure this may have the result that the User will not gain access to the User's MOVE, the User is legally permitted to receive software and to Contribute to the Smart Contract for the development of Movement App; the User is of a sufficient age to legally create and obtain MOVE; the User will take sole responsibility for any restrictions and risks associated with the creation of MOVE by the Smart Contract set forth below; the User is not submitting ETH, BTC, LTC to the Smart Contract and/or receiving MOVE for the purpose of speculative investment; the User is not obtaining or using MOVE for any illegal purposes; the User is purchasing the functionality of MOVE issued by the Smart Contract primarily to support the development, testing, auditing, deployment, and operation of the Movement App, being aware of the commercial risks associated with the Movement App; the User waives the right to participate in a class action lawsuit or a classwide arbitration against the Movementapp or any individual involved with the creation of MOVE; the User understands the creation of MOVE does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; the User understands that the transfer of ETH, BTC, LTC to the Smart Contract, the creation of MOVE, and the development of the Movement App carries significant financial, regulatory and reputational risks as further set forth in the Terms; the User understands and expressly accepts that there is no warranty whatsoever on MOVE, the Smart Contract, and/or the success of the Movement App, expressed or implied, to the extent permitted by law, and that the Smart Contract is used and MOVE is created and obtained at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose; the User understands that the User has no right against any other party to request any refund of the ETH, BTC, LTC submitted to the Smart Contract and/or MOVE created under any circumstance except that defined in the operating functionality of the Smart Contract therein; and that the User understands with regard to MOVE no market liquidity may be guaranteed and that the value of MOVE over time may experience extreme volatility or depreciate in full; the User understands that the User bears the sole responsibility to determine if the User's contribution to the Smart Contract for the development of Movement App, the transfer of ETH, BTC, LTC to the Smart Contract, the creation of MOVE, the potential appreciation or depreciation in the value of MOVE over time (if any), the allocation of MOVE and/or any other action or transaction related to the Movementapp have tax implications for the User; by creating, holding or using MOVE, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders)

liable for any tax liability associated with or arising from the creation, ownership or use of MOVE or any other action or transaction related to Movement App.

4. Movement App Execution

- 4.1. The User understands and accepts that for the purpose of the development and execution of the Movement App. Movement App receives the full amount of ETH, BTC, LTC transferred to the Smart Contract System during the pre-sale & Sale phases. This amount covers expenses, charges and other costs that may arise by Movement App and/or its subcontractors as part of the development and execution of the Movement App. Movement App has the right to support and/or acquire other companies for the benefit of successfully executing the App. It remains at Movement Apps' sole discretion to decide how to allocate the funds in order to develop and execute the App.
- 4.2. The User understands and accepts that the User may not have any expectation of influence over governance on the Movement App.
- 4.3. The User understands and accepts that the Movement App will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

5. Risks

- 5.1. The User understands and accepts the risks in connection with transferring ETH, BTC, LTC to the Smart Contract, creating MOVE as exemplary set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter.
- 5.2. The User understands and accepts that the Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and is unproven, hence there is no warranty that the process for creating MOVE will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH, BTC, LTC and/or MOVE.
- 5.3. The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract and which may, inter alia, result in substantial modifications of the Smart Contract and/or Movement App, including its termination and the loss of MOVE for the User.
- 5.4. The User understands and accepts that the creation of MOVE and the development of Movement App may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if Movement App is partially or fully developed and launched, that the User will receive any benefits through the MOVE held by the User.
- 5.5. The User understands and accepts that the Movement App may give rise to other, alternative projects, promoted by unaffiliated third parties, under which MOVE will have no intrinsic value.

- 5.6. MOVE can only be accessed by using an Ethereum wallet with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that if the User's private key file or password respectively got lost or stolen, the obtained MOVE associated with the User's account (address) or password will be unrecoverable and will be permanently lost.
- 5.7. The User understands and accepts that the Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of ETH, BTC, LTC and/or MOVE, impacting the ability to develop Movement App.
- 5.8. The User understands and accepts, that the wallet or wallet service provider used for the Contribution, has to be technically compatible with MOVE. The failure to assure this may have the result that the User will not gain access to the User's MOVE.

6. No Liability

- 6.1. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of MOVE, the Smart Contract and/or Movement App liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, MOVE or the Smart Contract under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Smart Contract, MOVE and/or Movement App shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract, Movement app and/or MOVE.
- 6.2. The User further specifically acknowledges that developers, auditors, contractors or founders of MOVE, Smart Contract and/or Movement App are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, and that the risk of creating, holding and using MOVE rests entirely with the User.
- 6.3. By creating, holding or using MOVE, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of MOVE or any other action or transaction related to Movement App.

7. Miscellaneous

- 7.1. The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

7.2. The Terms govern the creation, ownership and use of MOVE and supersede any public statements about the launch of MOVE and/or the Smart Contract made by anyone in the past, present and future.