

## FINBLOCKS Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR ANY SERVICES OFFERED THROUGH THE WEBSITE.

### Acceptance of the Terms of Use

These terms of use are entered into by and between you FINBLOCKS of Block B, Unit 8, Level 3A, Icon City, Jalan SS8/39, Sungai Way Free Trade Industrial Zone, Petaling Jaya, 47300, Malaysia registration number (2111462), company creating and existing under the laws of the Singapore ("Company", "we" or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of <https://finx.global/>, (a "Website"), including any associated mobile application ("Application") and your access to and use of any media, analytics, content, functionality and services offered on or through any of the Website and Application, and your access to and use of all and any related sites and services. The Website, the Application, and all and any other media, analytics, content, functionality, products and services offered by us or through us, are referred to as the "Product".

Please read the Terms of Use carefully before you start to use a Website and any Product. By using the Website or any Product or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use in addition to

- our Privacy Policy, incorporated herein by reference;
- our Cookie Policy, incorporated herein by reference; and
- our KYC/AML Policy, incorporated herein by reference; and
- our Anti-fraud Policy, incorporated herein by reference.

If you do not agree to these Terms of Use, the Privacy Policy, KYC/AML Policy, ANTI-FRAUD Policy, you must not access or use the Website and any Products or any Application or access or use any Product.

In addition to these Terms and Conditions, the relationship between you and us related to the provision of our services is also governed by the applicable legal acts, additional appendices (if any) to these Terms of use and Conditions, concluded with you, and other agreements, rules and principles of reasonableness, fairness and impartiality.

### Definitions

Definitions of terms used in these Terms of Use:

"Account" means an account opened in our System for your use;

"Confidential Information" means any information marked as "Confidential" or "Proprietary" or that can reasonably be expected to be confidential given the context of the disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, the terms of these General Terms and Conditions, as well as business plans, data, strategies, methods, customer and customer lists, technical specifications, transaction data and customer data are considered confidential;

"Prices" means the prices for our services and operations, confirmed in accordance with the procedure established by us;

"Password" means any code created by you in our system, or code provided to you by us to access your Account or to launch and manage individual Services provided by us, and / or to initiate, authorize,

implement, confirm, and accept payment transactions.;

"Customer", "you" "or" "your" means a natural or legal person accepting these General Terms and Conditions;

### **Who May Use the Website**

The Websites are offered and available to users who are of legal age (i) 18 years or older and (ii) in the users' jurisdiction or place of residence.

By using a Website and any Products, you represent and warrant that you (i) are 18 years of age or older, (ii) are of legal age in your jurisdiction or place of residence, (iii) not barred to use the Website and any Products under any applicable law, order, directive, regulation, or sanction list and (iii) are using the Website and any Products only for a lawful purpose. If you do not meet these requirements, you must not access or use the Website and any Products.

### **Content and its intended use**

We may change the format and content of the Websites and the Products from time to time without noticing you. You agree that your use of the Websites and the Products is on an 'as is' and 'as available' basis and is at your sole risk.

Whilst we try to make sure that all information contained in the Websites and any Products (other than any user-generated content) is correct, it is not, and it is not intended to be, any authority or advice on which any reliance should be placed.

### **Reliance on Information Posted**

The information presented on or through the Websites and any Products is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

The Websites and any Products may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Websites and the Products are not in any manner or in any form or part intended to constitute or form the basis of any advice (professional or otherwise) or to be used in, or in relation to, any investment or other decision or transaction.

We do not accept any liability (regardless of how it might arise) for any claim or loss arising from:

- any advice given;
- any investment or other decision made; or
- any transaction made or effected;

in reliance on, or based on, any information on the Websites or in any of the Products, nor do we accept any liability arising from any other use of, or reliance on, the Products.

We do not enter into any terms or make any representations as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Websites and the Products and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Websites and the Product or relying on any of its content.

We cannot and do not guarantee that any content of any Website and any Product will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including antivirus and other security checks) to satisfy your requirements as to the safety and reliability of content.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Websites and any Products following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

### **Accessing the Websites**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Websites and any Products, in our sole discretion without notice. We do not guarantee that our Website or any content on it will always be available or will not be interrupted. We will not be liable if for any reason all or any part of the Websites and any Products is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites and any Products, or an entire Website, to users.

### **You are responsible for:**

- Making all arrangements necessary for you to have access to the Websites and any Products.
- Ensuring that all persons who access the Websites and any Products through your internet connection are aware of these Terms of Use and comply with them.

To access a Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register using a Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You should use caution when inputting personal information on to the Websites on a public or shared computer so that others are not able to view or record your personal information.

## Registration in our system

To start using our Services, you must first apply to open your account and provide the information and documents requested by us, including, but not limited to:

### Legal entities:

- name of the legal entity;
- the code of the legal entity (if such a code is specified);
- organizational and legal form of a legal entity;
- types of activities of a legal entity, the purpose of business relations, the object and nature of economic and commercial activities;
- legal status of a legal entity;
- registered office of the legal entity, contact details of the company;
- data of the head of the legal entity (the same as in the case of identification of an individual) and the basis of the representation, data of other persons representing the legal entity (the same as in the case of identification of an individual) and the basis of the representation;
- certificate of registration of the legal entity and the date of its issue;
- memorandum of ownership, articles of association;
- name of the beneficial owner and its identification data;
- Estimated transaction type and volume;
- Main counterparties and countries;
- Tax registration certificates, if applicable;
- Completed customer information questionnaire;
- Other information or documents that we may request, depending on individual circumstances, that will allow us to verify your identity.
- The identity card or passport of the legal representative of the Client, which must contain at least basic information about the legal representative - first name, last name, personal code, date of birth, etc.;
- A power of attorney confirming that the legal representative of legal entities has the authority to accept the terms of these General Terms and Conditions.

**Individuals:**

- name / names;
  - last name / surnames;
  - personal number (in the case of a foreigner-the date of birth (if available-a personal number or any other unique sequence of characters assigned to this person, intended for identification), the number and validity period of the residence permit, the place and date of its issuance (applicable to foreigners);
  - photo;
  - signature (except in cases where it is not necessary in the identity document);
  - citizenship (in the case of a stateless person - the State that issued the identity document)
  - An individual's identity card or passport.
  - Completed customer information questionnaire.
- We have the right to refuse to register you as a new client without giving reasons, but we assure that the refusal to register will always be based on significant reasons that we are not obliged or have the right to disclose.
- You are solely responsible for providing the information and documents requested by us. You are responsible for ensuring that all information provided during the registration process or at any time thereafter is accurate and truthful.
- We have the right not to check your suitability for the use of the Services in cases where you do not provide the requested information and documents. We are not obligated to provide Services to the applicant client and may reject the application for Services at our sole discretion.
- After we have verified the documents and information provided by you, you have the right to start using the Services and Account provided by us.
- You have the right to open one account if we do not explicitly approve the opening of any additional accounts.

**Apple Applications**

If the Product that you access and use is an Apple Application:

1. the Apple Application may be accessed and used only on a device owned or controlled by you and using the Apple iPhone OS;
2. you acknowledge and agree that:
  - Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Application, please contact us, not Apple, using the contacting us details at the end of these Terms of Use;
  - although these Terms of Use are entered between us and you (and not Apple), Apple, as a third-party beneficiary under these Terms of Use, will have the right to enforce these Terms of Use against you;

- except as otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Apple Application are between you and us (and not between you, or anyone else, and Apple); and
  - in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim;
3. you represent and warrant that:
- you are not, and will not be, located in any country that is the subject of a US Government embargo or that has been determined by the US Government as a "terrorist supporting" country; and
  - you are not listed on any US Government list of prohibited or restricted parties; and
  - if the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may then refund the purchase price of the Apple Application to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

## **Android Applications**

If the Product that you access, and use is an Android Application:

1. the Android Application may be accessed and used only on a device owned or controlled by you and using an Android OS;
2. you acknowledge and agree that:
  - Google has no obligation at all to provide any support or maintenance services in relation to the Android Application. If you have any maintenance or support questions in relation to the Android Application, please contact us, not Google, using the contacting us details at the end of these Terms of Use;
  - although these Terms of Use are entered into between us and you (and not Google), Google, as a third-party beneficiary under these Terms of Use, will have the right to enforce these Terms of Use against you;
  - unless otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Android Application are between you and us (and not between you, or anyone else, and Google); and
  - in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the Android Application infringes any intellectual property rights, Google will not be responsible or liable to you in relation to that claim; and
3. you represent and warrant that:
  - you are not, and will not be, located in any country that is the subject of a US Government embargo or that has been designated by the US Government as a "terrorist supporting" country; and
  - you are not listed on any US Government list of prohibited or restricted parties.

## Account Security

Be careful to keep your private keys, passwords, security codes and other security feature that you use to access the Product. You must maintain the security of your Account by protecting your login, password and security credentials from unauthorized access or use. It is your responsibility to ensure the security of, and your continuous control over, any device or account that may be associated with enhanced security features. You must properly read, use and follow Anti-fraud policy, notify FINBLOCKS if you discover or suspect any unauthorized access or use of your Account or any security breaches related to your Account. Upon receipt of written notice from you that the security of your Account has been compromised, FINBLOCKS will take reasonable steps to protect your Account.

Please note that You are responsible for all activities that occur under your Account, and by agreeing to these Terms you accept all risks of any authorized or unauthorized access to your Account. You will be bound by, and you hereby authorize FINBLOCKS to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or used your Account regardless of whether the access is authorized or unauthorized by you.

Please note that you may open only the one Account within FINBLOCKS. Creation more than one Account is strongly prohibited and may lead to refusal of providing of FINBLOCKS services.

## Trademarks

Our name, the terms “FINBLOCKS”, our logo and all related names, logos, product and service names, designs and slogans are trademarks of FINBLOCKS. You must not use such marks without the prior written permission of FINBLOCKS. All names, logos, product and service names, designs and slogans on the Websites and any Products (“Marks”) are the trademarks of their respective owners.

Nothing contained in the Websites or in any Product should be construed as granting any license or right to use any of the Marks for any purpose whatsoever without the written permission of, or entry into the applicable license terms with, the lawful owner. Unauthorized use of the Marks or any information is strictly prohibited and may violate trademark, copyright or other applicable laws. In the event you print off, copy or store any of our content (which you may do only as permitted by these Terms of Use), you must ensure that any copyright, trademark or other intellectual property right notices contained in the original content are reproduced.

## **Intellectual Property Rights**

The Websites and any Products and their 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 us, our 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 of Use permit you to use the Websites and the Products for your 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 our Websites and any Products, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

## **You must not:**

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website and any Products.

If you wish to make any use of materials on the Websites or in any Products other than that set out in this section, please address your request to: [support@finx.global](mailto:support@finx.global)

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites and any Products in breach of the Terms of Use, your right to use the Websites and any Products will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Websites or any Products or any content on the Website or any Products is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Websites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## Services

We provide the following services in accordance with our Terms of Use:

- Granting restricted use of FINX GLOBAL / FINBLOCKS - owned intellectual property, while using Website
- Informing Users about the Website activity
- Providing services for opening the User Account
- Providing services for exchanging one crypto asset to another one
- Providing services for exchanging crypto assets to fiat and vice versa
- Card program support

We have integrated under license agreement with Processing Center OU, Estonia, reg. number 14681311, enabling us to provide you with services for exchanging crypto assets to fiat and vice versa.

We have integrated under license agreement with the company Commercial Rapid Payment Technologies Limited, UK, reg. number 11412485, enabling us to provide you with services of opening of the User Account, exchanging one crypto asset to another one, exchanging crypto assets to fiat and vice versa.

The Company is not responsible and does not assume any liability whatsoever for acts, errors or omissions of any third party.

We may share your personal data with third parties for purposes of providing services described in this Clause. Please check our Privacy Policy for more details.

## Prohibited Uses

You may use the Websites and any Product only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites and any Product:

- In any way that violates any applicable national, regional, local or international law or regulation including, without limitation, guidelines or other instruments, and consolidations, amendments, re-enactments, or replacements of any of them from time to time.
- 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, use or re-use any material which does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including 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, without limitation, by using email 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 Websites and any Products, or which, as determined by us, may harm the Company or users of the Websites and any Products or expose them to liability.

**Additionally, you agree not to:**

- republish, redistribute or re-transmit any data from any of our communications, analytics, and other Products without our permission;
- copy or store any of our Products other than for your own personal non-commercial use and as may occur incidentally in the normal course of use of your browser or mobile device;
- store any Products (including pages of a website) on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Website or the Product;
- remove or change any content of any Product or attempt to circumvent security or interfere with the proper working of the Product or any servers on which it is hosted;
- create links to a Website from any other website, without our prior written consent, although you may link from a website that is owned and operated by you provided that (a) the link is not misleading or deceptive and fairly indicates its destination, (b) you do not state or imply that we endorse you, your website, or any products or services you offer, (c) you do not create any misimpression or confusion among users with respect to sponsorship or affiliation, (d) you link only to the home page of the Website (and you do not frame, replicate or use any of the Marks, including "FINBLOCKS", or any variation thereof as a metatag), and (e) the linked website does not contain any content that is unlawful, threatening, abusive, libelous, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party;
- use the Websites or any Products in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites and any Products, including their ability to engage in real time activities through the Website and through any Products;
- use any robot, spider or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
- create (whether for yourself or someone else) any financial product or service which seeks to match the performance of, or the capital or income value of which is related to, any of our Product or services;
- use any manual process to monitor or copy any of the material on a Website or for any other unauthorized purpose without our prior written consent.
- use any device, software or routine that interferes with the proper working of a Website.
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of a Website, the server on which the Websites are stored, or any server, computer or database connected to any Website.
- attack any Website via a denial-of-service attack or a distributed denial-of-service attack.
- otherwise attempt to interfere with the proper working of the Website. Except to the extent expressly set out in these Terms of Use, you are not allowed to:
- otherwise do anything with respect to any of the Product that it is not expressly permitted by these Terms of Use.
- You must use the Websites and the Product, and anything available via such, only for lawful purposes

(Complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

- All rights granted to you under these Terms of Use will terminate immediately in the event that you breach or fail to comply with any of these Terms of Use.
- To do anything with the Websites and the Product that is not expressly permitted by these Terms of Use, you will need a separate license from us. Please contact us via [contact@finx.global](mailto:contact@finx.global).

### **Changes to the Website**

We may update the content on any Website and any Product from time to time, but its content is not necessarily complete or up-to-date. Any of the material on any Website or in any Product may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Websites**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Confidential Information**

When using a Website or any Products, data may be transmitted over an open network which may allow such communications to be intercepted by third parties. As a result, we cannot guarantee the confidentiality or security of any communication or data that you may transmit to us through the Websites.

### **Online Purchases and Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Websites and any Products, including the registration and sponsorship for conference events. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use. In the event of terms that are directly conflicting between these Terms of Use and terms of conditions for the registration or sponsorship of a conference event, the terms and conditions for the event shall control.

### **Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

## **Links from the Websites**

If a Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to any Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice.

## **Third party services**

Certain features of our Websites and Products may utilize the services and/or products of third-party vendors and business partners, which services and/or products may include software, information, data or other services. Certain of these vendors and business partners require users who utilize such features to agree to additional terms and conditions. This page identifies third-party terms and conditions that are required by such third-party vendors and business partners as they apply to the features set forth below. Your uses of such features constitute your agreement to be bound by these additional terms and conditions. These third-party terms are subject to change at such third party's discretion.

The Company is not responsible and does not assume any liability whatsoever for acts, errors or omissions of any third-party service provider.

## **Waletto**

Waletto provides the card program management and services to facilitate card transactions on the user's request. Waletto is an unaffiliated third-party vendor.

The terms set forth in <https://waletto.eu/terms-and-conditions/> apply to all users who would like to order the card on the Website and use it to buy goods and services and/or withdraw of funds through an ATM network. We advise you to read these terms and conditions before ordering a card.

FINBLOCKS will provide the following support using card services; ability to reset user's PIN code through FINBLOCKS App; access to initial value loading is through Website or mobile application of FINBLOCKS; check the prepaid value remaining in user's card account and transaction details by visiting Websites or through FINBLOCKS's mobile application;

- card delivery;
- physical card replacement;
- Card Activation (one time);
- Card Load/Re-Load (Online);
- Foreign Transaction Cross-border.

## Risk warnings

Trading of goods, real or virtual, which include virtual currencies (cryptocurrencies), involves significant level of risk. Prices can fluctuate on any given day. Because of such price fluctuations, you may gain or lose value of your assets any moment. Currency may be subject to large swings in value and may even become worthless. You should carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. We have highlighted some of those risks below.

- Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer (network in which interconnected nodes ("peers") share resources amongst each other without the use of a centralized administrative system) networking and cryptography to maintain its integrity. This means that there is no central bank that can take corrective measure to protect the value of cryptocurrency in a crisis or issue more currency.
- Cryptocurrency trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse in demand relative to supply. For example, due to the fundamentals of the cryptocurrency trading system's functioning, it is vulnerable to fluctuations in the level of confidence of market participants, which directly affects the level of demand or supply. The level of confidence can be affected both by purely economic factors and non-economic, including technological ones.
- Cryptocurrency transactions are irreversible. If you send cryptocurrency to an incorrect address, or send the wrong amount, you cannot get it back. FINBLOCKS will not be liable for executing a transaction if the instruction relates to an incorrect address.
- FINBLOCKS platform may suffer the failure of hardware, software, and Internet connections which may lead to communication failures, disruptions, errors, distortions or delays in payments and trading. You acknowledge that FINBLOCKS will not be responsible for that.
- Any opinions, news, research, analyses, prices, or other information contained on FINBLOCKS are provided as general market commentary, and do not constitute investment advice.

There may be additional risks that we have not foreseen or identified in our Terms of Use.

Before buying or selling cryptocurrency, you should educate yourself about digital currencies. Buying and selling entails risks and could result in a complete loss of your funds. You should carefully overthink whether your financial situation and tolerance for risk is suitable for buying, selling or trading cryptocurrency.

## Market volatility

Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any digital assets or legal tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or trade. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event, FINBLOCKS may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

### **Acceptable use**

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not: Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner; Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities; Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data; Use or attempt to use another user's account without authorization; Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access; Develop any third-party applications that interact with our Services without our prior written consent; Provide false, inaccurate, or misleading information; and Encourage or induce any third party to engage in any of the activities prohibited under this Section.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that file available for downloading from the internet or the Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH ANY OF THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT. YOUR USE OF ANY OF THE WEBSITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE RELATED TO OR ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT ANY ONE OF OUR WEBSITES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT SUCH WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH SUCH WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR

PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU IN THEIR ENTIRETY, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ANY OF OUR WEBSITES, OR ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (WHICH MAY INCLUDE FRAUD).

THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY USE OF YOUR ACCOUNT BY YOU OR BY ANY THIRD PARTY (WHETHER OR NOT AUTHORIZED BY YOU) INCLUDING BUT NOT LIMITED TO CYBER ATTACKS, UNAUTHORIZED ACCESS BY ANY THIRD PARTY.

### Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of any Websites or any Products, including, but not limited to, any use of any Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from any of the Websites.

### Complaints and Dispute Resolution

If you have any feedback, questions, or complaints, contact support service via online chat on our webpage <https://finx.global/>.

In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. Support team will consider your complaint. The support team will consider your complaint without prejudice based on the information you have provided and any information provided by FINBLOCKS. Your complaint will be considered within a reasonable time. Support team will offer to resolve your complaint in the way your requested - you requested; make a determination rejecting your complaint and set out the reasons for the rejection; or offer to resolve your complaint with an alternative solution. You agree to use the complaints procedure of this Section before filing

any claim in a competent court. Failure to comply with this provision may be used as evidence of your unwillingness to settle the issue and/or the vexatious nature of the complaint.

You agree to use the complaints procedure of this Section before filing any claim with a bank in case of stolen cards, duplicate processing, refund and similar cases. The user has a right to refund if he/she raises a request within 3 days of purchase. The reason of the request will be considered by our specialists within a reasonable time. Failure to comply with this provision may be used as evidence of your fraudulent conduct, unwillingness to settle the issue and/or the vexatious nature of the complaint.

### **Governing Law**

These Terms shall be governed by the laws of Estonia without regard to conflict of law principles. If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-on mediator. If it is impossible to arrive at a mutually satisfactory solution, the parties agree to submit the dispute to binding arbitration in accordance with the laws of Estonia. You and FINBLOCKS agree to notify each other in writing of any dispute within thirty (30) days of when it arises.

### **Waiver and Severability**

No waiver of the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, our Privacy Policy and terms of conditions for the registration of events constitute the sole and entire agreement between you and us with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

### **Your Comments and Concerns**

The Websites are operated by the Company. All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: [support@finx.global](mailto:support@finx.global)