

# **FTS.exchange**

## **General Terms and Conditions of Service**

## **Preamble**

The present document (hereinafter referred to as the “**Terms & Conditions**” or “**Terms**”) governs the utilization of <https://fts.exchange/> (hereinafter referred to as the “**Website**”) and the services offered on or through the Website (hereinafter referred to as the “**Services**” and specified below).

The Website is owned and operated by:

- Fintech Solution UAB, a company duly incorporated under the laws of Lithuania, with the company number 306124794, registered at Mėsinių g.5, Vilnius, Republic of Lithuania.

The Services as defined below in 9.1.1 (Cryptocurrency Transfer, Cryptocurrency exchange and Cryptocurrency Wallet); and in 9.1.2 (Fiat Exchange and Fiat Wallet) are provided depending on various factors (one of which location of the client):

- RapidJack Ltd, a company duly established under the laws of Canada, with the company number 740486477, registered at 2700, 225-6th Avenue SW, T2P1N2, Calgary, Alberta; or/and
- Fintech Solution UAB, a company duly incorporated under the laws of Lithuania, with the company number 306124794, registered at Mėsinių g.5, Vilnius, Republic of Lithuania.

All the above-mentioned entities are collectively referred to as “**FTS EXchange**” in these Terms. FTS Exchange has the right to change this company structuring as it sees fit for providing the Services, and by accepting these Terms the User agrees to be bound to such structuring and to accept it without notice by the Parties.

The present Terms & Conditions are entered into between the User (as described below) and FTS Exchange. In addition, when using some features of the Services, the User may be subject to specific additional terms and conditions applicable to those features.

By browsing the Website, the User acknowledges that it has read and understood the Terms & Conditions and agrees to be bound by them and to comply with the Terms & Conditions and all applicable laws and regulations. If the User does not agree with the Terms & Conditions, it should refrain from using the Website.

The User acknowledges that he or she will only be able to complete the registration process and use the services provided by the Company after having actively accepted these Terms.

The Company requires your express acceptance of these Terms during the registration process. If the User does not agree to these Terms at the time of registration, the registration process will be discontinued, and you will not be permitted to use the Services.

The act of completing the registration process serves as User’s affirmative indication of the Consent to abide by these Terms, including any modifications made herein from time to time.

The User's consent to Privacy and Cookie Policy is given once it ticks the box in the pop-up window which appears upon its first connection, which reads: *"By continuing to use our website, you agree to our Privacy Policy and Cookies Policy"* (hereinafter referred to as the **"Consent"**).

By giving the Consent, the User confirms that their level of English is sufficient to understand legal documents as well as all the commitments, warranties, waivers, and obligations contained therein.

If the User is browsing the Website on behalf of a business or other entity, it represents and warrants that it has the necessary authority to bind that business or entity to the Terms & Conditions and that it agrees to the Terms & Conditions on behalf of that business or entity.

FTS Exchange reserves the right at any time to unilaterally amend the Terms & Conditions without providing notice to the User. Any modification made to the Terms & Conditions shall be effective immediately after the upload of the updated version on the Website. The User is advised to check the Terms & Conditions periodically to familiarize itself with any changes to the Terms & Conditions.

PLEASE READ THE TERMS & CONDITIONS CAREFULLY AS THEY GOVERN YOUR USE OF THE WEBSITE AND THE SERVICES.

## **Section 1: General Overview of the Agreement**

### **1. Definitions and Interpretations**

- 1.1. The following terms, as used herein, shall have the following meanings, unless inconsistent with the subject or context. Other capitalized terms may be defined elsewhere in these Terms & Conditions and, unless otherwise indicated, shall have such meaning throughout these Terms of Conditions:
- 1.1.1. "Account" shall mean a digital wallet is established by us in your name for the purposes of using the Services as described in section 4 of these Terms & Conditions, mobile application (app) and/or other means as determined by us at our sole discretion;
  - 1.1.2. "AML" shall mean Anti Money Laundering;
  - 1.1.3. "App" shall mean the mobile Application designed and published by FTS Exchange;
  - 1.1.4. "Asset or Funds" shall mean any Fiat currency and/or Digital Assets supported by the Platform (as defined below);
  - 1.1.5. "Confidential Information" shall mean any and all information of a confidential or proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium whatsoever, that relates to the Parties (as defined below) or their respective employees, customers, independent contractors, agents or other business relations, and the disclosure of which would cause harm to either of the Parties;
  - 1.1.6. "Consent" shall have the meaning set forth in the preamble;
  - 1.1.7. "Cookies" are small text files that are placed on the User's computer by the Website;
  - 1.1.8. "Cookies Policy" shall mean the cookies policy available on the Website;
  - 1.1.9. "Digital Asset" or "Cryptocurrency" refers to a cryptographically secured digital representation of value or contractual rights that uses distributed ledger technology and can be transferred, stored or traded electronically;
  - 1.1.10. "Fiat currency" is the government-issued currency that is designated as legal tender in its country of issuance through government decree, regulation or law and supported by the Platform;
  - 1.1.11. "FTS Exchange" or "we" shall have the meaning set forth in the preamble;
  - 1.1.12. "Entire Agreement" shall have the meaning set forth in Section 1, clause 3;
  - 1.1.13. "FAQ" shall have the meaning set forth in the Contact Page ;
  - 1.1.14. "FATF-restricted countries" are the FATF black-listed countries as listed in FATF website: "<https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html>";
  - 1.1.15. "Fee" shall have the meaning set forth in Section 7 clause 1;
  - 1.1.16. "Fee Schedule" shall have the meaning set forth in Section 7 Clause 1;

- 1.1.17. "Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization;
- 1.1.18. "GST" shall mean Goods and Services Tax;
- 1.1.19. "Intellectual Property" means any and all ownership or proprietary rights, rights of use or any other rights with respect to the domain names, patents and patent applications, trade secrets, trademarks and service marks, trademark and service mark registrations and applications, any other trade names, design rights, logos, copyrights, copyright registrations and applications, and any other intellectual or industrial property right in connection or related to products;
- 1.1.20. "KYB" means Know Your Business;
- 1.1.21. "KYC" means Know Your Customer;
- 1.1.22. "Laws" shall mean and include any law, regulation, or other provision that has legal effect in any jurisdiction where the Business is situated or operates;
- 1.1.23. "Marks" shall have the meaning outlined in Section 8 clause 4;
- 1.1.24. "Parties" shall mean FTS Exchange and the User;
- 1.1.25. "Personal Data" shall have the meaning outlined in Section 5 clause 3;
- 1.1.26. "Platform" refers to the web-based environment created by us that allows you to access the Services electronically in accordance with these Terms.
- 1.1.27. "Privacy Policy" shall mean the privacy policy available on the Website;
- 1.1.28. "Prohibited Person" shall mean any individual or legal entity that is:
- a national or resident of, or legal entity formed or incorporated within or subject to the laws of any FATF-restricted country as defined above in 1.1.14;
  - solely with respect to the non-government sanctioned trading, mining, minting of digital assets or cryptocurrency, or support of the foregoing, a national or resident of, or legal entity formed or incorporated within, or subject to the laws of the People's Republic of China;
  - a national or resident of, or legal entity formed or incorporated within or subject to the laws of any country or territory where we do not provide our Services (currently: Afghanistan, American Samoa, Barbados, Belarus, Bulgaria, Burkina Faso, Cameroon, Canada, China, the Democratic Republic of Congo, Crimea, Croatia, Cuba, Donbass, Donetsk, Gaza Strip, Gibraltar, Guam, Haiti, Islamic Republic of Iran, Iraq, Jamaica, Kenya, Lugansk, Mali, Marshall Islands, Micronesia, Mozambique, Myanmar (Burma), Nagorno-Karabakh, Namibia, Nigeria, North Korea, Palau, Panama, Philippines, Puerto Rico, Russian Federation, Senegal, South Africa, South Ossetia, South Sudan, Syria, Tanzania, Transnistria, Trinidad & Tobago, Turkey, Uganda, Ukraine, United States, United States Virgin Islands, Vanuatu, Vietnam, West Bank - Palestinian Territory, Occupied, Yemen) or any other sanctioned country or region as we may designate from time to time; or

- a subject or target of any other economic sanctions administered or enforced by the European Union or the United Kingdom;
- 1.1.29. "Sanctions" shall mean collective economic and commercial sanctions concerning weapons, munitions, embargoes, asset freezing, international trade, financial transactions, and cross-border payments enforced by (a) the Swiss State Secretariat for Economic Affairs, (b) the European Union, (c) the United Nations Security Council, (d) His Majesty's Treasury Office of Financial Sanctions Implementation, and (e) the Office of Foreign Asset Control, (f) defense trade control agencies and other governmental or international institutions;
- 1.1.30. "Services" shall have the meaning outlined in the preamble and in Section 3;
- 1.1.31. "Software and Contents" shall have the meaning outlined in Section 2, clause 2;
- 1.1.32. "Tax", "Taxes" or "Taxation" shall mean any taxes, duties, levies, imposts, or other sums payable by reference to profits, revenue, or transactions;
- 1.1.33. "Terms & Conditions" or "Terms" shall have the meaning outlined in the preamble;
- 1.1.34. "Third-Party/Third-Parties" shall mean any other nature which is not a User;
- 1.1.35. "User" or "you" shall mean a natural person or legal entity, accepted (verified and onboarded) by the Platform as its customer to whom the Platform will provide Services under these Terms;
- 1.1.36. "VAT" shall mean Value Added Tax;
- 1.1.37. "Wallet" shall have the meaning outlined in Section 4 clause 1;
- 1.1.38. "Website" shall have the meaning given in the Preamble.

## 2. Interpretation

- 2.1. Except where the context requires otherwise, the Terms & Conditions will be interpreted as follows:
- 2.1.1. Headings are for convenience only and shall not affect the construction or interpretation of any provision of the Terms & Conditions;
  - 2.1.2. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
  - 2.1.3. Words importing the singular shall include the plural and vice versa;
  - 2.1.4. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neutral genders;
  - 2.1.5. The ejusdem generis (of the same kind) rule will not apply to the interpretation of the Terms & Conditions, accordingly, include and including will be read without limitation;
  - 2.1.6. A reference to any document (including the Terms & Conditions) is to that document as amended, consolidated, supplemented, novated, or replaced from time to time in terms thereof; and
  - 2.1.7. References to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

- 2.2. Any change in FTS Exchange's legal structure shall not affect the rights and obligations arising from the Terms & Conditions. The User accepts changes in the legal structure of FTS Exchange as soon as they are effective and without notice by FTS Exchange of that change.

### **3. Entire Agreement & Severability**

- 3.1. The Terms & Conditions and the Privacy Policy are subject to amendments or modifications made by FTS Exchange from time to time and shall constitute the entire agreement between the User and FTS Exchange (hereinafter referred to as the "**Entire Agreement**").
- 3.2. If any provision of the Terms & Conditions or, in general, of the Entire Agreement, is found to be invalid by a court or another competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 3.3. The English language version of these Terms & Conditions shall be the prevailing version in the event of any discrepancy between any translated versions of these Terms of Use.

### **4. Risk Disclosure**

- 4.1. The User acknowledges and agrees that it shall access and use the Services at its own risk. The risk of loss in trading crypto-assets can be substantial. The User should, therefore, carefully consider whether such trading is suitable for it in light of its circumstances and financial resources.
- 4.2. The User should be aware of the following points:
  - 4.2.1. The User may sustain a total loss of the funds in its Wallet, and, in some cases, it may incur losses beyond such funds;
  - 4.2.2. Under certain market conditions, you may find it difficult or impossible to liquidate a position (this can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market);
  - 4.2.3. Placing contingent orders will not necessarily limit the User's losses to the intended amounts since market conditions may make it impossible to execute such orders; and
  - 4.2.4. All crypto-assets positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.
- 4.3. The User acknowledges that there are risks associated with utilizing an internet-based trading system, including, but not limited to, the failure of hardware, software, internet connection, servers, and third-party infrastructure, application, networks and protocols.
- 4.4. We are not your broker, intermediary, agent or advisor. We have no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities affected by you using our Services. No communication or information provided to you by the Service provider is intended as or shall be considered or

construed as investment advice, financial advice, trading advice or any other sort of advice. You should consult legal or tax professionals regarding your specific situation. We do not make any recommendations regarding whether Digital Assets should be bought, earned, sold or held by you. Before deciding to buy, sell or hold any Digital Assets, you should conduct your own due diligence and consult your financial advisors before making any investment decision. We will not be held responsible for your decisions to buy, sell or hold Digital Assets.



## **Section 2: FTS Exchange Platform and Website**

### **5. FTS Exchange Platform**

- 5.1. FTS Exchange is an all-in-one FinTech platform that allows users to make transactions using traditional and digital assets.
- 5.2. The Platform operates as a compliant and regulated financial institution, duly recognized by the Financial Crime Investigation Service (FCIS) in Lithuania. The Services, subject to the terms and conditions set forth herein and governed by the applicable laws and regulations allow users to execute transactions by exchanging and transferring different types of traditional and digital assets. The User's continued use of The Platform constitutes their agreement to these terms, which are subject to amendment from time to time at The Platform's sole discretion.
- 5.3. The Platform and the Website are provided to you on an "as is" basis, without warranties of any kind, either expressed or implied, to the maximum extent permitted under applicable law.
- 5.4. FTS Exchange grants the User a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Website and the Platform, and their respective content for its personal, non-commercial use, and to display the content of the Website exclusively on its computer screen or on other devices (such as smartphones or tablets), subject to its compliance with the Terms & Conditions and our policies. All other uses are prohibited without FTS Exchange's prior written consent.
- 5.5. Except as otherwise agreed upon, if FTS Exchange enables the use of software, content, virtual items, or other materials owned or licensed by FTS Exchange (from now on the "**Software and Content**"), the latter hereby grants the User a non-exclusive, non-transferable, non-sublicensable and revocable, worldwide license to access and use the Software and Content solely for personal and non-commercial purposes, conditioned on its compliance with the Terms & Conditions.

### **6. Downtime**

- 6.1. FTS Exchange may periodically disable the Services of the exchange or access to it via the Website or app and interrupt any automatic functions for the following reasons:
  - 6.1.1. Planned system and software maintenance;
  - 6.1.2. Unscheduled emergency maintenance; and
  - 6.1.3. Any other eventuality that causes FTS Exchange to consider it necessary to suspend the Service.
- 6.2. FTS Exchange is not responsible for any damages or losses suffered by the User as a result of any failure or interruption of the Website or suspension of its access to the Website.

- 6.3. The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.

## **7. Computer Malware**

- 7.1. FTS Exchange shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect the Parties' computer or other equipment, or any phishing, spoofing or other attack.
- 7.2. FTS Exchange advises the regular use of reputable and readily available virus screening and prevention software. The Parties should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from FTS Exchange.

## **8. Transactions**

- 8.1. All incoming and outgoing transactions initiated through the Platform are subject to confirmation on the applicable blockchain network. We cannot guarantee that any transaction will be validated on the blockchain network.
- 8.2. All incoming and outgoing Fiat transactions initiated by the User are subject to confirmation and processed by a third-party provider. Hence we cannot guarantee that they would be validated by the latter.
- 8.3. We may, without prior notice, impose transaction limits on certain Services provided on the Platform.
- 8.4. The initiation of a transaction on the blockchain network is irreversible. Therefore, it is your responsibility to ensure the accuracy of the transaction details before submitting it on the Platform. We may only reverse or cancel a transaction when required to by law or regulation. We may charge additional fees for any reversal or cancellation in such cases.
- 8.5. The purchase or sale of each Cryptocurrency is subject to an exchange rate, which will be displayed to you on the Platform before each transaction and stated in each record we provide in the transaction history. By authorizing a transaction, you agree to accept the exchange rate.
- 8.6. We will execute transactions for buying or selling Digital Assets based on the instructions you provide to us. You are responsible for reviewing and confirming all transaction details before sending us the instructions. We cannot guarantee the accuracy of any user, recipient, requester or other third-party information. We will not be held liable for any errors or omissions in the information you provide.
- 8.7. Instructions can be placed in the manner provided on the Platform and represent a binding obligation to buy or sell a specific amount of a Digital Asset. However, instructions cannot be cancelled, reversed or changed once placed. Acceptance of an instruction by FTS Exchange does not guarantee that you will receive the Digital Asset

related to the instruction. The instruction is subject to the condition that we receive the relevant Funds from your Account or credit card. We will use reasonable efforts to promptly credit your Account with the relevant amount of a Digital Asset upon placing an instruction, but we reserve the right to cancel your transaction or debit your Fiat currency balances on your Account at our sole discretion if your payment is unsuccessful or if you have insufficient Funds. You are responsible for maintaining an adequate balance in your Account to avoid insufficient Funds.

## **Section 3: Description of the Services**

### **9. Services Provided**

9.1. FTS Exchange provides the following Services:

9.1.1. Cryptocurrency Services: including but not limited to:

- *Cryptocurrency Transfer* – a Cryptocurrency Transfer Service that enables you to transfer Cryptocurrency to another recipient within the Platform or to external wallets;
- *Cryptocurrency exchange* – a Cryptocurrency Conversion Service that enables you to convert one type of Cryptocurrency for another or a Fiat currency supported by the Platform; and
- *Cryptocurrency Wallet* – a Cryptocurrency Custody Service that enables you to store, track, transfer and manage your balances of supported Cryptocurrencies on the Platform.

9.1.2. Fiat Services: including but not limited to:

- *Fiat exchange Services* – a Fiat Conversion Service that enables you to convert Fiat currency into any type of Cryptocurrency supported by the Platform; and
- *Fiat wallet* – a Service that enables you to store, track, deposit, withdraw and manage your balances of supported Fiat currencies.

9.1.3. Any other Services that may be launched or offered via the Platform. A detailed list of the Services is available on the Website.

9.2. For the avoidance of doubt, the Fiat wallet is not a payment instrument, e-money wallet or similar instrument. We do not provide you with the ability to buy or sell one form of Fiat currency for another. Fiat currencies may only be used in connection with the purchase or sale of Digital Assets solely from us on this Platform. FTS Exchange does not engage in the direct custody of your Fiat currency, and the custody of those Fiat Assets is carried out through the bank accounts of FTS Exchange's partners.

9.3. FTS Exchange does not and shall not give any advice whatsoever concerning crypto-assets or the use of the Services. FTS Exchange makes no promises or warranties whatsoever of possible gains, profits, yields or returns, in cash or any other form, connected to the use of the Website and/or the Services. FTS Exchange is not a bank, a security firm, an asset manager, a portfolio manager, or an investment advisor.

9.4. The Services may not be available in certain jurisdictions or regions or to certain Users. FTS Exchange reserves the right to choose markets and jurisdictions to conduct business and may restrict, automatically offboard, refuse, suspend, restrict, or block at its sole discretion, the provision of the Services in certain countries or regions. FTS Exchange reserves the right to change, modify, suspend, restrict or block access to the Services, or impose additional restrictions on the Users at its sole discretion at any time.

## **10. Funding the Account**

- 10.1. You may use the available methods on the Platform to add Funds to your Account. It is your responsibility to manage any external account, provider or service you use to transfer Funds to your Account. Please note that the timing of any funding will vary and may depend on third-party performance beyond our control. We are not liable for any damages resulting from failed or delayed funding. We reserve the right to set daily, weekly, monthly or other periodic limits on funding, which we may change without prior notice. Please note that you can only deposit or withdraw Fiat Funds to or from your Account from or to your Account with a financial institution that you have opened in your name.
- 10.2. Your Account can be funded by depositing Fiat currencies from an external bank account. Please note that the custody of Fiat currencies is carried out on the bank accounts of FTS Exchange's partners, and FTS Exchange does not engage in direct custody of them. Upon the successful deposit of such Fiat currencies, your Account will be credited with the corresponding amount of Fiat currency. The Fiat currency held in your Account represents a claim against us for the corresponding Fiat currency that you have deposited with us.

## **11. Withdrawals**

- 11.1. Any losses that arise in whole or in part from any external accounts, providers or services are your responsibility entirely. The timing of withdrawal requests cannot be guaranteed. Requests may experience delays or cancellations as part of our compliance program. We reserve the right to set daily, weekly, monthly or other periodic limits on withdrawals at our discretion, which we may implement, eliminate, increase or decrease without prior notice.
- 11.2. You have the option to withdraw some or all the Fiat currency you hold in your Account. The Fiat currency will be deducted from your Account, and the corresponding amount will be deposited into your external bank account. Please note that we apply commission fee rates for payment transfers and an administrative fee for withdrawing Fiat currency. Any Fiat currency deposit and withdrawal may only be made from and to your external bank account opened in your name.

## **12. Request to perform a transaction**

- 12.1. Your request for the initiation of a transaction must be clear and executable. You must confirm all transactions using their credentials or by any other means specified by us. Such confirmation shall be deemed as consent to perform the requested transaction.

## **13. Unauthorized payments**

- 13.1. If an unauthorized payment is made due to FTS Exchange's error, the amount of the unauthorized payment, including all fees deducted, will be refunded on request as soon as reasonably practicable, and, where applicable, the Account restored to its status before the unauthorized payment or transaction. This situation mentioned above does not apply in the following instances:

- 13.1.1. You have acted fraudulently;
- 13.1.2. You did not notify FTS Exchange promptly of any security issues with your payment Account, in which case you will remain liable for any losses incurred up to the time when FTS Exchange receives the notification unless you have acted fraudulently;
- 13.1.3. You have either intentionally or due to gross negligence compromised the security of your payment Account failed to comply with your obligations when using the Account, or have used it in a manner contrary to these Terms;
- 13.1.4. You did not notify FTS Exchange about the unauthorized or incorrectly completed transaction within 12 months from the payment date. In such a case, you shall be solely responsible for all losses. You are responsible for regularly monitoring your Payment Account and informing FTS Exchange of any unauthorized transactions, inconsistencies or concerns.

#### **14. Delays in transactions**

- 14.1. We retain the discretion to extend the standard processing time for any transaction and/or to suspend the processing of any transaction for reasons including but not limited to conducting further due diligence or complying with the request of a relevant bank, credit card entity, third-party processor, governmental authority or regulatory agency. We assume no responsibility or liability for any charges, expenses or losses incurred by you due to the aforementioned actions.

#### **15. Instruction execution**

- 15.1. FTS Exchange may deposit, transfer, lend, pledge, repledge or otherwise deal with your Cryptocurrency if such action is for the execution of an order; such action is for the settlement of any amount owing under a service provided in the Agreement; any fees and costs owed by you to FTS Exchange in respect of the exchange; or otherwise, in accordance with your instructions and subject to applicable law.

#### **16. Interest**

- 16.1. Unless otherwise agreed by the Parties, we do not grant any interest, distributions or other benefits arising from your Cryptocurrency or your Fiat held by FTS Exchange or any other institution for you.

## **Section 4: Account and Wallet**

### **17. General**

- 17.1. To use the Services, the User needs a compatible blockchain-based digital wallet (hereinafter referred to as the **"Wallet"**) as well as a digital account (hereinafter referred to as the **"Account"**).
- 17.2. By accessing the Platform, the User represents and warrants that:
  - 17.2.1. As an individual, it is at least eighteen (18) or is of legal age to form a binding contract under applicable laws;
  - 17.2.2. As an individual, legal person, or other organization, is not a Prohibited Person;
  - 17.2.3. As an individual, legal person, or other organization, it has full legal capacity and sufficient authorisations to enter into the Terms & Conditions;
  - 17.2.4. It has not been previously suspended or removed from using the Services;
  - 17.2.5. It has in any extent possible by Laws helped or endorse tax or sanction evasion through the utilization of the Services; and
  - 17.2.6. Its use of the Services will not violate any and all laws and regulations applicable to the User, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

### **18. User Account**

- 18.1. To use the Services, you must register and verify an Account successfully. To verify your identity, we may ask you to complete various authentication methods, such as multi-factor authentication or biometric data. However, we cannot guarantee that these authentication technologies, Services or measures will be completely secure, sufficient or effective in preventing unauthorized access to the Platform or use of the Platform. Registration alone on the Platform does not allow the potential User to use Fiat and crypto-related Services.
- 18.2. The User would need to satisfactorily pass all required identity and security validation and authentication checks and provide additional documents in a timely manner as requested by us. All costs of drafting, delivery, certification, notarisaton, apostillization and translation of documents to be provided to us shall be borne by you. You must receive approval from our AML Compliance department that the verification has been completed to proceed to register an Account. The only available information on the Platform before verification is limited to general information provisions such as available pairings, fees and information regarding available Services after verification.
- 18.3. There are two possible choices for Account creation: an Individual Account (intended for natural persons) and a Corporate Account (intended for legal entities). We do not allow the conversion of an Individual Account to a Corporate Account and vice versa.
- 18.4. For Accounts that are used by individuals, the registration must be conducted remotely on the site through liveness checks. Registration performed via third parties, especially those that register individual people commercially at various service providers

(registration services and/or entry services), is not permitted. The Platform allows third parties to access and register the corporate Account only under certain conditions:

- 18.4.1. The third party must be authorized by you and approved by our AML Compliance department;
- 18.4.2. When applying for third-party authorisation, you acknowledge that the authorized representative is duly authorized to:
  - Access and use the Platform on your behalf; and
  - Accept any changes to these Terms on your behalf;
- 18.4.3. You shall ensure that each authorized representative acting on your behalf is informed of, agrees to and complies with these Terms.
- 18.5. Once you have created an Account, you are responsible for all activities that occur in connection with it. You will treat your Account access credentials as confidential and will not disclose them to any third party. You agree to immediately notify FTS Exchange if you have any reason to believe that your Account credentials have been compromised or if there is any unauthorized use of your account, password, or any other breach of security. You will use particular caution when accessing your profile from a public or shared computer or when using your account in a public space - such as a park or cafe, or public library - so that others are not able to view or record your access credentials or other personal information.
- 18.6. The User who has registered the Account guarantees the accuracy of the information provided for the purposes of the registration to the parts of the Website and the App requiring a personal account and a password. You may not impersonate someone else to create an account or through your user name, create or use an account for anyone other than yourself, permit anyone else to use your Account, or provide personal information for purposes of Account registration other than your own. You are prohibited from using multiple Accounts for the Services.
- 18.7. Periodically, we may request additional identification to verify your identity. You agree to provide us with all the information and documents necessary to verify your identity or any other information we may require. You are obliged to inform us of any changes in the information provided in connection with the provision of Services to you. Such information includes changes in your name, authorized representative, beneficial owner, identity, residential/registered address, nature of business, tax residence and taxpayer number.
- 18.8. You authorize us to make inquiries, either directly or through third-party vendors, that are deemed necessary to verify your identity, protect you and/or us against financial crimes such as fraud and take action that we reasonably deem necessary based on the results of such inquiries. Users might be asked to submit requested information and documentation twice. When we conduct these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. Additionally, we may require you to wait some time after a transaction



is completed before permitting you to use Services and/or to engage in transactions beyond certain volume limits. We may request any information and documents related to your identification and verification from any credit or financial institution that has already identified you or has a business relationship with you.

## **19. Wallet**

- 19.1. Your Fiat currency wallet is not considered a bank account or any other type of financial account, nor does it store any Fiat currency. The sole purpose of the Account is to facilitate the purchase and sale of Cryptocurrencies using Fiat currencies on the Platform.
- 19.2. FTS Exchange assumes no liability for any loss or damage arising from the use of the Wallet by the User or any third party with or without the User's authorisation. The User agrees to be solely responsible for taking the necessary security measures to protect their Wallet and other personal information. The User should be solely responsible for keeping safe its Wallet and be responsible for all the Fees and transactions under their Wallet.
- 19.3. FTS Exchange assumes no liability for any loss or consequences caused by authorized or unauthorized use of the User's Wallet, including but not limited to information disclosure, information release, consent, or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.
- 19.4. You agree to strictly abide by all mechanisms or procedures of FTS Exchange regarding security, authentication, trading, charging, and withdrawal and take appropriate steps to log out from FTS Exchange at the end of each visit.

## **20. Ban of Account and/or Wallet**

- 20.1. FTS Exchange reserves the right, acting at its sole discretion, to refuse to accept your registration request for an Account. To the greatest extent permitted by law, FTS Exchange also reserves the right, acting at its sole discretion, at any time to cancel your registration and access to your Account or to restrict, limit or otherwise change your existing rights of access to your Account, or any specific feature or benefit afforded to you in relation to your Account (any such action referred to as a "**Ban**"), if it believes, at its sole discretion, that you have breached these Terms or any other agreements between the Parties or for any other reason whatsoever. FTS Exchange may also, where it believes such action is necessary, without notice, block IP addresses of any Users who believe, at its sole discretion, have breached these Terms. In all such instances previously described, FTS Exchange will inform you about the decision.
- 20.2. We reserve the right to decline and/or cancel your orders, reverse or refuse a transaction, suspend, restrict or terminate access to our Services (including freezing and locking Assets in your Account and/or your Wallet as well as restricting access to third-party websites, platforms or services via the Website) and/or terminate your Account with immediate effect for any reason, including the following:

- 20.2.1. You do not meet the requirements of the prevention of AML and combating terrorism financing rules and regulations and/or we suspect you of money laundering, terrorist financing, sanction evasion, sanction regime violation attempt or other criminal or illegal activity (e.g. fraud or identity theft) and/or you have been prosecuted and/or convicted for a financial or economic crime, fraud or other crime regarding abuse of trust, or you have been declared bankrupt or insolvent;
- 20.2.2. FTS Exchange suspects that your Funds have been obtained by illegal means or that their transfer is in any way unlawful, prohibited and/or there are reasonable grounds to suspect that your conduct is fraudulent;
- 20.2.3. FTS Exchange suspects that you wish to use or are using the Services for any restricted or prohibited activities (e.g. gambling or activities in relation to the pornographic industry) and/or that your activities belong to a risk level or group to which FTS Exchange does not provide Services;
- 20.2.4. You have caused, or FTS Exchange has good reason to believe that you may cause, direct or indirect damage to FTS Exchange;
- 20.2.5. You are a politically exposed person;
- 20.2.6. You have not given FTS Exchange the information it requires within the regulatory and legal requirements;
- 20.2.7. FTS Exchange is required to do so under any regulation or because a court or an ombudsman requires FTS Exchange to do so or your Account is subject to any pending litigation, investigation or government proceeding;
- 20.2.8. FTS Exchange has a reasonable right to believe it is necessary or desirable to protect the security of your Account, or your Account is or may be used by persons or legal entities other than the persons and representatives whose names they are registered under;
- 20.2.9. You are, in our reasonable opinion, in breach of the Terms or of the security requirements of your Account;
- 20.2.10. FTS Exchange has become aware of any circumstances that have caused the need to examine the origin of your Funds or Assets and verify their legality; and
- 20.2.11. FTS Exchange receives a notice of your death.

## **21. No deposit protection**

- 21.1. None of the Cryptocurrencies or Fiat Funds held in your Account is eligible for public or private deposit insurance protection.

## **22. Custody of funds**

- 22.1. Any Cryptocurrency in your Account or purchased by FTS Exchange on your behalf may be stored by us or any other institution providing Cryptocurrency custody services with which we have a legal relationship.

## **23. Return policy**

- 23.1. FTS Exchange is under no obligation to return to you the Cryptocurrency originally delivered to or otherwise held by FTS Exchange. Still, where necessary, FTS Exchange will return Assets of an identical type and in the same nominal amount of the relevant

Cryptocurrency to you or into your Account balance should you choose an alternative Cryptocurrency.

## **24. Termination of the Account**

- 24.1. The termination of your Account shall also mean the termination of your access to our Platform.
- 24.2. This Agreement may be terminated as follows:
- 24.2.1. By mutual agreement between Parties or by decision of FTS Exchange;
  - 24.2.2. Upon the expiration of the period for which this Agreement was concluded if the Agreement was concluded for a definite period;
  - 24.2.3. If one Party is dissolved without a legal successor;
  - 24.2.4. Upon the cessation of our provision of the Services;
  - 24.2.5. By the termination notice given by one of the Parties for any of the reasons specified below.
- 24.3. We reserve the right to require you, by written notice, to withdraw all Digital Assets and/or Fiat currencies from your Account regardless of any other provision in these Terms. You acknowledge that we may suspend or close your Account for any reason.
- 24.4. If you fail to comply with our notice, we may, at our sole discretion and without prior notice:
- 24.4.1. Convert the Digital Assets and/or Fiat currencies in the dormant Account to a different type of Digital Asset and/or Fiat currency. Please note that we are not responsible for any resulting loss of profit, tax obligations or other expenses incurred by you;
  - 24.4.2. Transfer the dormant Account or any Digital Asset and/or Fiat currency contained in it to our affiliate, a third-party custodian or an isolated wallet, as deemed reasonably necessary by us;
  - 24.4.3. Charge an Account closure fee or other administrative charges from the Account at intervals and amounts determined by us at our sole discretion, including but not limited to a daily, weekly or monthly basis, up to the aggregate amount contained in the Account; and
  - 24.4.4. Unilaterally terminate the Agreement and close your Account at any time. We will not be liable for any losses, damages or expenses incurred by you resulting from the above actions, including the closure of the Account. Once the Account is closed, it cannot be reactivated by you.
- 24.5. We will use reasonable efforts to inform you in advance (or immediately afterwards) of any termination or suspension.
- 24.6. If you do not have enough Fiat currency or Digital Assets in your Account to cover the transaction fees, we may refuse to complete your orders or cancel them.
- 24.7. You agree that we shall have no liability or responsibility for refusing to complete and/or canceling your orders, reversing a transaction, suspending, restricting or

terminating access to the Services (including freezing and locking Assets in your Account as well as restricting access to third-party websites, platforms or services via the Site) and/or terminating your Account for the reasons set out in this section.

- 24.8. After your Account is terminated, your remaining Digital Assets and Fiat Digital Assets will be used to pay any outstanding payments to us, except in cases of fraud, violation of applicable laws, regulations or the Terms. You will have five business days to withdraw any remaining balance from your Account. We will securely store your Account and transactional information for eight years to meet data retention standards. If a transaction is unfinished during the Account termination process, we may notify your counterparty. If you choose to exit your Account voluntarily (e.g. under the right to erasure under the *General Data Protection Regulation* or equivalent regulations), the termination protocol described above will apply.
- 24.9. You agree that we are under no obligation to disclose the reasons for any action taken by us under this section.

## **Section 5: User Rights and Obligations**

### **25. User obligations, representations and warranties**

- 25.1. The User undertakes to use the Website and the Services in compliance with the Terms & Conditions and all applicable laws and regulations. The User further agrees that it will not:
- 25.1.1. Violate any applicable law and regulation, including, without limitation, any relevant and applicable AML/CTF laws and regulations, tax obligations, reporting duties, and data collection legal provisions;
  - 25.1.2. Use the Platform and the Website for any unlawful purpose or to facilitate any criminal offense;
  - 25.1.3. Export, re-export, or transfer, directly or indirectly, any FTS Exchange's technology;
  - 25.1.4. Infringe on or misappropriate any contract, intellectual property or other third-party rights, or commit a tort while using the Website;
  - 25.1.5. Misrepresent the truthfulness, sourcing or reliability of any content on the Website;
  - 25.1.6. Use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit another User from enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Website, the underlying software infrastructure that allows the provision of the Services or FTS Exchange in any manner;
  - 25.1.7. Attempt to circumvent any Know-Your-Customer (KYC) and/or Know-Your-Transaction (KYT) investigation software and digital tool, content-filtering techniques and any cybersecurity measures that FTS Exchange employs on the Website, or attempt to access any area of the Website that it is not authorized to public access;
  - 25.1.8. Use any robot, spider, crawler, scraper, or other automated hardware or software, to access the Website to extract data or process transactions;
  - 25.1.9. Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website;
  - 25.1.10. Post content or communications on the Website that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
  - 25.1.11. Post content on the Website containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Website; and/or
  - 25.1.12. Encourage, induce or facilitate any third party to engage in any of the activities prohibited under the Terms & Conditions.

- 25.2. It is your responsibility to ensure that your usage of the Platform is lawful in your jurisdiction and any other associated jurisdictions and that you comply with any relevant laws and regulations applicable to you. Additionally, you recognise that accessing third-party services through the Platform may subject you to additional legal, regulatory, licensing or other requirements you must comply with.
- 25.3. As a digital asset service provider, the Platform has certain obligations related to compliance with AML legislation:
- 25.3.1. Pursuant to AML legislation, the Platform is obliged to notify the Financial Investigation Authority about certain transactions as defined in the law; and
  - 25.3.2. Pursuant to AML legislation, the Platform is obliged to keep the personal data of Clients, as defined by law, for a period of time specified in the law.
- 25.4. The Platform assists law enforcement agencies worldwide and may suspend transfers and Accounts, provide the requested information or take other measures, subject to a formal request from a law enforcement agency made in accordance with the procedure set out in applicable legislation. The Platform may report information with respect to your transactions, payments, transfers or distributions made by or to you with respect to your Services using the Platform on receipt of a request from the tax authorities.
- 25.5. You acknowledge and declare that your Funds come from legitimate sources and do not originate from illegal activities. You agree that we will require you to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of your Funds.

## **26. Prohibited Actions**

- 26.1. The User is entitled to use the Website only in conformity with the laws of its country of residence and of the country from which it accesses the Website. The User may solely make legal use of the Website and any illegal or inappropriate use of the Website is banned.
- 26.2. In particular, the User agrees to browse the Website lawfully and without any violation of the Terms & Conditions or any applicable law and agrees not to do any of the following actions in connection with its use of the Website:
- 26.2.1. Access or use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content;
  - 26.2.2. Access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms & Conditions or any other terms or policies provided in connection with the Website;
  - 26.2.3. Intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;

- 26.2.4. Damage, disable, overburden, or impair the functionality of the Website in any manner;
- 26.2.5. Distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- 26.2.6. Upload, post, transmit, distribute, or otherwise make available any material that contains software viruses, malware, ransomware or spyware or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Users or FTS Exchange;
- 26.2.7. Export or re-export any applications, code or tools developed by and proprietary to FTS Exchange except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- 26.2.8. Commercialize any application, code, or any information or software associated with such application and/or the Website without the prior consent of FTS Exchange;
- 26.2.9. Upload, post, transmit, distribute, store, or otherwise make publicly available on the Website any personal data of Users or of any third party without the person's prior explicit consent;
- 26.2.10. Harvest or otherwise collect information or data about Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- 26.2.11. Upload, post, transmit, distribute, store, or otherwise make available content that, in the sole judgment of FTS Exchange, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose FTS Exchange or its Users to any harm or liability of any type;
- 26.2.12. Upload, post, transmit, distribute, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense;
- 26.2.13. Copy, modify, distribute, sell, or lease any part of the Website;
- 26.2.14. Reverse engineer or attempt to extract the source code of the Website;
- 26.2.15. Interfere or attempt to disrupt the Website in any way;
- 26.2.16. Circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website or third parties;
- 26.2.17. Infringe upon or violate the rights of FTS Exchange, the Users or any third party;
- 26.2.18. Facilitate or assist another person to do any of the above acts;
- 26.2.19. Actions that impose an unreasonable or disproportionately large load on our infrastructure or detrimentally interfere with, intercept or expropriate any system, data or information; transmit or upload any material to the Website that contains viruses, trojan horses, worms or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website, other FTS Exchange Accounts, computer systems or networks connected to the Website through password mining or any other means; use Account information of another Party to access or use the Site, except in the case of specific merchants and/or applications that are specifically authorized by you to access your Account and information or transfer your Account access or rights to your

- Account to a third party, unless by operation of law or with the express permission of FTS Exchange;
- 26.2.20. Interfere with another individual's or entity's access to or use of any FTS Exchange Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Website about others, including without limitation email addresses or without proper consent;
  - 26.2.21. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution or access to counterfeit music, movies, software or other licensed materials without the appropriate authorisation from the rights holder; use FTS Exchange intellectual property, name or logo, including using FTS Exchange trade or service marks without express consent from FTS Exchange or in a manner that otherwise harms FTS Exchange or the FTS Exchange brand; any action that implies an untrue endorsement by or affiliation with FTS Exchange;
  - 26.2.22. Not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by FTS Exchange or as permitted under applicable law; and
  - 26.2.23. Engage in any other activity that, in our reasonable opinion, amounts to or may amount to market abuse, including without limitation the carrying out of fictitious transactions or wash trades, front running or engaging in disorderly market conduct.
- 26.3. The above-mentioned list is non-exhaustive, and nothing contained above should be construed as granting, by implication, estoppel or otherwise, any license or right for the Services to be used for illegal, unlawful, fraudulent, unethical or unauthorized purposes or to promote or facilitate such activities.

## 27. Privacy and Cookie Policy

- 27.1. The User agrees that FTS Exchange may collect, process, and use personal data about the User according to the Privacy Policy ([https://fts.exchange/privacy\\_policy](https://fts.exchange/privacy_policy)), which sets out the terms on which we process any personal data we collect from the User, or that the User provides to us. By using the Website, the User consents to process all data it releases within the Website and Platform (hereinafter referred to as the "**Personal Data**"). The User warrants that the Personal Data provided is accurate, complete and updated.
- 27.2. You acknowledge and agree that FTS Exchange reserves the right to access and disclose personal data relating to you to comply with all applicable laws and lawful requests from government and/or other regulatory authorities and/or to protect FTS Exchange, its Clients and other Clients. You acknowledge and agree that FTS Exchange



reserves the right to disclose personal data to third parties if FTS Exchange has reasonable ground to believe that your use of the Account is in violation of these Terms and conditions or if FTS Exchange is otherwise obliged or needs to disclose such information to any relevant authority.

- 27.3. The Cookies are widely used in order to make the Website work more efficiently, as well as to provide information to FTS Exchange. The Cookies are used to collect information about how Users use the Website.
- 27.4. FTS Exchange uses the information provided by the Cookies to compile reports and to improve the Website and the Platform. The Cookies collect information in an anonymous form, including, but not limited to, the number of Users on the Website, where the Users have come to the Website from and the pages they visited. By using the Website, the User agrees that FTS Exchange can place Cookies on its device.

## **Section 6: Liabilities and Indemnifications**

### **28. Limitations Of Damage and Liability**

- 28.1. In no event shall FTS Exchange, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Terms & Conditions, or with the use of the Website, the Platform and/or the Services.
- 28.2. The Terms & Conditions set out the full extent of FTS Exchange's obligations and liabilities with respect to the Platform, the Website and the Services. To the maximum extent possible by law, FTS Exchange excludes all and any warranty, guarantee, and responsibility in relation to or subsequent to the website, its content, and its services.
- 28.3. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you.
- 28.4. To the maximum extent permitted by applicable law, in no event will FTS Exchange, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever, even if FTS Exchange has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of FTS Exchange's gross negligence, fraud, willful misconduct or intentional violation of the law.
- 28.5. FTS Exchange provides no express warranties, guarantees or conditions to you with respect to the FTS Exchange Services except as set out in these Terms and all implied and statutory warranties and conditions, including, without limitation, any warranty or condition of fitness for a particular purpose, are hereby expressly disclaimed except where implied or where statutory warranties cannot be disclaimed by applicable law.
- 28.6. Notwithstanding anything in these Terms, to the extent permitted by law, in no event shall we or any of our representatives be liable to you for any losses or damage or claims:
- 28.6.1. due to an unusual or unforeseeable event, outside our reasonable control and the consequences of which could not have been avoided even if all due care had been exercised (including but not limited to force majeure events);
- 28.6.2. arising from or in connection with:
- any interruption, delay, suspension, discontinuance or failure of FTS Exchange Services;

- any refusal to process or authorize, or any reversal of, any transaction for any reason;
- your inability to effect or complete any transaction due to system maintenance or breakdown/non-availability of the FTS Exchange Website or network, our hardware or software or that of any third parties;
- use of your enabled device and the FTS Exchange Services by third parties, whether authorized or unauthorized by you;
- any theft or loss of your enabled device;
- any unauthorized or ineligible use of the FTS Exchange Services contrary to these Terms;

28.6.3. due to compliance with applicable laws and/or court orders; and

28.6.4. arising out of or in connection with these Terms or the services for lost profits, lost revenues, lost business opportunities, lost data; other intangible losses or punitive, exemplary, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties to these terms, regardless of whether such damages were direct or indirect, foreseeable or unforeseeable or whether we or our representatives have been advised of the possibility of such damages.

28.7. The Parties agree that any claims against the other under these Terms may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No court or adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Any relief awarded to any Client of FTS Exchange Services cannot and may not affect any other Clients.

28.8. The information provided on the Platform by FTS Exchange or any third-party providers should not be construed as a recommendation, endorsement, offer, invitation or solicitation to enter into any transaction or purchase any product, including Digital Assets. Markets and related information may change continuously, and any content or material provided on the Website or Platform may not be current or complete.

## **29. Third-Parties Content**

29.1. Our Platform may contain links to third-party websites and their content, products or services. Still, we do not endorse or guarantee the relevance, timeliness, accuracy, adequacy, completeness or reliability of such content, products or services. Any use of such links is at your own risk, and we are not responsible or liable for any content, products or services on such websites.

29.2. Please note that third-party content, products or services accessible through our Platform are subject to the terms and conditions of the respective third-party websites/platforms. You are responsible for reading and agreeing to such terms and conditions before accessing or using such content, products or services. We reserve the right to remove access to any third-party websites/platforms and their content, products or services from our Platform at any time.

- 29.3. You acknowledge and agree that you are solely responsible for accessing and using any third-party systems, services, content, materials, products or programs contained on or provided through our Platform. We are not liable for any damages, losses or expenses arising from your access or use of such third-party systems, services, content, materials, products or programs or any purchases or subscriptions.

### **30. Indemnification**

- 30.1. The User agrees to indemnify and hold FTS Exchange, its affiliates, and each of their respective officers, directors, agents, joint venturers, employees and representatives harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:
- 30.1.1. Its breach of these Terms & Conditions;
  - 30.1.2. Its misuse of the Website and/or the Services;
  - 30.1.3. Its violation of the Terms & Conditions or any other applicable terms, policies, warnings, warranties, or instructions provided by FTS Exchange or a third party in relation to the Website and/or the Services; and
  - 30.1.4. Its violation of any applicable law or any rights of any third party.

### **31. Force Majeure**

- 31.1. FTS Exchange shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from:
- 31.1.1. Act(s) of war or threat of war;
  - 31.1.2. Riots, civil strife, or terrorist activity;
  - 31.1.3. Industrial disputes, natural or nuclear disasters;
  - 31.1.4. Fire, airport closures, bad weather conditions;
  - 31.1.5. Interruption or failure of a utility service including lack of electricity;
  - 31.1.6. The acts of any local or national government such as an imposition of economic sanctions;
  - 31.1.7. Cyber-terrorism, cyber-attacks, hacking, bugs;
  - 31.1.8. Crypto market collapse or fluctuations;
  - 31.1.9. Instances, where the possibility to carry out the Services, is materially and adversely affected under the Terms, even though all reasonable precautions, due care, and reasonable alternative measures to avoid these instances have been taken to diminish the inability to perform such Services;
  - 31.1.10. technical problems, including hardware and software crashes and other malfunctions, blockchain network disruptions and failures, failure of the telecommunications or information services infrastructure, hacking, spam or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, internet disruptions, viruses, and mechanical, power or communications failures; and
  - 31.1.11. pandemic-related events and lockdown restrictions.

## **Section 7: Fees & Taxes**

### **32. Fees**

- 32.1. Your use of the Platform may be subject to certain fees (hereinafter referred to as the "**Fees**"), which will be deducted from your Account. The applicable fees are listed in the dashboard of your Account (hereinafter referred to as the "**Fee Schedule**"). We reserve the right to modify the fee structure, change the fees or increase them at any time at our sole discretion. Any such changes will be effective from the date of their posting in your Account and/or from the date of receiving the notification of changes in your email.
- 32.2. You may be charged transaction fees and other fees in connection with your external bank account or digital wallet. We have no responsibility or liability for any fees, other costs or charges you may incur in connection with such external accounts. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional funds to cover bank fees if you desire to complete such a transfer.
- 32.3. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule and will apply prospectively to any usage of the Services that take place following the effective date of such revised Fee Schedule publication.
- 32.4. To process a Cryptocurrency transaction on your behalf, we may charge network fees (miner fees). We will calculate the network fee at our discretion and inform you of the fee at or before the time of your authorisation of the Cryptocurrency transaction.
- 32.5. The User authorizes FTS Exchange, or its designated payment processor(s), to charge or deduct its Wallet for any applicable Fees owed in connection with trades the User completes via the Platform. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional funds to cover bank fees if you desire to complete such a transfer.

### **33. Taxes**

- 33.1. The User is responsible for its taxes and reporting duties. Users bear sole responsibility for paying any and all taxes and duties imposed by any Governmental Authority associated with their use of the Services and/or payable as the result of using and/or transacting any crypto-assets. Blockchain-based transactions are novel, and their tax treatment is uncertain. FTS Exchange suggests the User seek proper legal and tax consultancy over their legal obligations in this regard.

### **34. Network Costs**

- 34.1. The User may be charged by your network provider for data services, or any other third-party charges as may arise while using the Website and you accept responsibility for such charges.

## **Section 8: Miscellaneous**

### **35. Survival**

- 35.1. All provisions of these Terms & Conditions, which by their nature extend beyond the expiration or termination of these Terms & Conditions, including, without limitation, sections pertaining to suspension or termination, FTS Exchange's ban, Fees owed to FTS Exchange, the obligations of the User, disputes with FTS Exchange, and general provisions, shall survive the termination or expiration of these Terms of Use.

### **36. Modifications to the Terms**

- 36.1. FTS Exchange reserves the right to make any changes to the Terms & Conditions at its sole discretion. The User's continued use of the Website after any such changes, with or without having explicitly accepted the new Terms & Conditions, shall constitute your consent to such changes.
- 36.2. If the user does not agree to such changes, it has no right to obtain information or access to the Website and must immediately cease use of it. The User is responsible for regularly verifying the Terms & Conditions in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

### **37. No Waiver**

- 37.1. FTS Exchange's failure to enforce a provision of the Terms & Conditions does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.
- 37.2. If you are in contravention of any of the Terms & Conditions and we refrain from taking action against you, FTS Exchange's forbearance does not constitute a waiver, and FTS Exchange may nonetheless take action against you in the future.

### **38. Trademarks**

- 38.1. FTS Exchange's names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of FTS Exchange or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website.
- 38.2. Access to the Website does not authorize anyone to use any name, logo, or mark in any manner whatsoever.
- 38.3. No licenses or rights are granted to the User by implication or otherwise, except for the licenses and rights expressly granted to the User. If the User provides FTS Exchange with any feedback or comments regarding the Website, it grants FTS Exchange the right to use such feedback or comments for any purpose without restriction or payment to you.

- 38.4. The trademark together with the other graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Website are the trademarks or trade dress of FTS Exchange (hereinafter referred to as the "**Marks**"). The FTS Exchange Marks and logos are trademarks. The use or display of these trademarks without explicit written permission of FTS Exchange is prohibited.
- 38.5. The User may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that FTS Exchange endorses any product or service. The User may not reproduce or use the Marks without the prior written permission of FTS Exchange.

### 39. Confidentiality

- 39.1. Throughout and after the duration of this Agreement, both Parties are obligated to use and duplicate each other's confidential information solely for the purposes outlined in this Agreement and only to the extent necessary for those purposes. The Parties shall ensure that their employees, consultants, advisors or independent contractors with a genuine need to know the confidential information are informed of the confidentiality obligations and comply with them. Unless expressly authorized in writing by the other Party, neither Party shall disclose the other Party's confidential information to any third party.
- 39.2. However, neither Party shall be in violation of this Agreement if it discloses the other Party's confidential information when required to do so by law or as part of a judicial or governmental investigation or proceeding.
- 39.3. The confidentiality obligations shall not apply to information that:
- 39.3.1. Is or becomes public knowledge through no action or fault of the other Party;
  - 39.3.2. Is known to either Party without restriction, prior to receipt from the other Party under this Agreement, from its own independent sources as evidenced by such Party's written records and which was not acquired, directly or indirectly, from the other Party;
  - 39.3.3. Either Party receives from any third party reasonably known by such receiving Party to have a legal right to transmit such information and is not under any obligation to keep such information confidential;
  - 39.3.4. Information independently developed by either Party's employees or agents provided that either Party can show that those same employees or agents had no access to the confidential information received hereunder; and
  - 39.3.5. Information is shared with third-party business partners whose services you may have access to or who may provide services in conjunction with us via our Platform.
- 39.4. In case of dispute, the User shall maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

## **Section 9: Dispute Resolution and Applicable Laws**

### **1. Notice Of Claim and Dispute Resolution Period**

- 1.1.** FTS Exchange wants to address the User's concerns without resorting to formal legal proceedings, if possible. If the User has a dispute with FTS Exchange, then the User should contact us, and a ticket number will be assigned.
- 1.2.** FTS Exchange will attempt to resolve the User's dispute internally as soon as possible. The Parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).
- 1.3.** In the event, the dispute cannot be resolved satisfactorily, and the User wishes to assert a legal claim against FTS Exchange then the User agrees to set forth the basis of such claim in writing in a "*Notice of Claim*", as a form of prior notice to us.
- 1.4.** The Notice of Claim must describe the nature and basis of the claim or dispute, set forth the specific relief sought, provide the original ticket number, and include your email. The Notice of Claim should be submitted to an email address or hyperlink provided in the User's correspondence with FTS Exchange. After the User has provided the Notice of Claim to us, the dispute referenced in the Notice of Claim may be submitted by either FTS Exchange or the User to arbitration in accordance with the paragraph below.

### **2. Governing Law and Dispute Resolution**

- 2.1.** These Terms shall be governed by and construed in accordance with the laws of Alberta.
- 2.2.** Any dispute, controversy, or claim arising out of, or in relation to, these Terms & Conditions, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Rules of the Vilnius Court of Commercial Arbitration in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration, shall be Vilnius (Lithuania). The language to be used in the arbitral proceedings shall be English.
- 2.3.** The Parties agree that any dispute is personal to the User and FTS Exchange and that any dispute shall only be resolved by individual litigation and shall not be brought as a class action or any other representative proceeding. The User agrees that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.



## **Contact Page**

If the User has any feedback, questions, or complaints, contact FTS Exchange via email at [legal@rapidjack.io](mailto:legal@rapidjack.io) or through the fast answer question service (hereinafter referred to as the "FAQ") on the Website.

When the User contacts FTS Exchange, please provide name, address, and any other information needed to identify the User, its Reference, and the issue on which you have feedback, questions, or complaints.

If the User has any questions concerning the processing of its data, please address its correspondence to FTS Exchange's Legal Team at: [legal@rapidjack.io](mailto:legal@rapidjack.io).

If the User is currently receiving marketing information that it would prefer not to receive in the future, please email [legal@rapidjack.io](mailto:legal@rapidjack.io).