

Terms of Service

These Terms of Services govern the use of any service provided by FOMO BULL CLUB (“FBC”) on the fomobull.club website and platform available from: <https://fomobull.club/>. These Terms constitute a binding contract between the FBC and you in the position of, an end user of the platform (either as a consumer, or not). You and the FBC are referred to separately as “Party” and collectively as “Parties.” You should read these Terms of Service carefully to determine which provisions apply to you depending on the scope of usage of the Website. By accessing or using any of the Services (as defined below), you acknowledge that you have read, understand, and completely agree to these Terms of Service, as updated and amended occasionally. If you do not agree to be bound by these Terms of Service or with any subsequent amendments, changes, or updates, please do not access or use any of the Services, and if you do access or use any of the Services, you will be bound by these Terms of Service, as updated and amended from time to time; your only recourse in the case of your unwillingness to be bound by these Terms of Service is to stop using all of the Services.

Contents

[Contents](#)

[Introduction](#)

[Definitions](#)

[General](#)

[Submissions, Feedback, and Suggestions](#)

[Clickwrap and Link to and From the Website](#)

[Right to Use the Website](#)

[Services](#)

[Intellectual Property Rights](#)

[Risks](#)

[Misuse of the Website](#)

[Indemnification](#)

[Waiver](#)

[No Representations and Warranties by FBC](#)

[Limitation of Liability](#)

[Force Majeure](#)

[Severability](#)

[Termination](#)

Introduction

1. FBC is under no obligation to assess the suitability of the Services for users. Any comment or statement made by FBC or any of its associates regarding the suitability of the Services to

you should under no circumstances be considered investment, financial or legal advice and should not be received or relied upon as such. All information is for informational purposes only and proper advising of professionals is recommended before using the Website.

2. These Terms of Service may be amended, changed, or updated by FBC at any time and without prior notice to you. You should check back often on the Website to confirm that your copy and understanding of these Terms of Service is current and correct. Your non-termination or continued access or use of any Services after the effective date of any amendments, changes, or updates constitutes your acceptance of these Terms of Service, as modified by such amendments, changes, or updates. All the changes and amendments are being archived and presented here for you to have an overall image of their development.
3. These Terms, including the Privacy Policy and any rules contained on the Website, constitute the sole and entire agreement between You and FBC regarding your use of the Website and supersede other prior or contemporaneous negotiations, discussions, agreements, understandings, representations, and warranties, both written and oral, between You and FBC regarding such subject matter. For the motivations and fundamental values see our ethical code available from the Website.
4. In the event of any inconsistency between these Terms of Service and any other pages, policies, terms, conditions, licenses, limitations, or obligations contained within or on the Website, the mutual conformity and consistent interpretation are needed to be sought, or these Terms of Service shall prevail if such a conformity cannot be found.
5. These Terms are to cover only usage of the Website and the FMBC token itself (where stated), as well as they are to cover the Website content except the tokens and other cryptoassets placed in the launchpad by the third parties (if any). Such tokens and cryptoassets are being ruled by the individual Terms and Conditions stated there and (even if compliant) are independent of the Terms.

Definitions

1. “AML” means anti-money laundering, including, but not limited to, all laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of, change the form of, or move, transfer, or transport, illicit proceeds, property, funds, Fiat Currencies, or Cryptocurrency Tokens, depending on the jurisdiction and relevant legislations according to the User’s domicile;
2. “CFT” means to Combating the Financing of Terrorism;
3. “KYC” means Know Your Customer/Know Your Clientis the mandatory process of identifying and verifying the User’s identity in order to avail access to the Services or participate in IDOs launched on the Website. Website KYC is performed with the help of third-party service (see below);
4. “Launchpad” means a Website or platform that facilitates token swaps and where the IDO fundraising Projects are officially launched;
5. “LP Tokens” means liquidity for a token pair equal to SFUND/BNB, which represents shares of liquidity in the website’s farming pool;
6. “Project” refers to FBC’s project, a third party that offers any tokens, products, and services being launched on the Website;

7. “Services” refers to the services provided to the Users through the Website, which include the accessibility to the platform, launchpad, staking/farming services, and other relevant services available through the Website;
8. “\$FOMO Token” refers to FBC’s native utility token, which is issued, stored, transferred, and transacted on the Base Chain Network. Users may need to hold the token to participate in any Services on the website, including Staking or projects selected for the Launchpad;
9. “Staking or Stake” refers to the staking or deposit service in which the Users can delegate or deposit the User’s \$FOMO Tokens in exchange for a share of Net Staking Rewards;
10. “Terms” means these Terms and Services;
11. “User” means you or your depending on the context where used;
12. “Website” refers to the online platform accessible through <https://fomobull.club/>;
13. “Yield Farming/Farming” means the practice of staking or lending crypto assets in order to generate high returns or rewards in the form of additional cryptocurrency.

General

Disclaimer for Accessibility of the Website and the Services:

1. To the extent permitted by applicable laws, the Website and FBC’s Services are provided on an “as is” and “as available” basis with no guarantees of quantitative, nor qualitative nature. FBC does not warrant that the features and functions contained in the Website and the Services will satisfy your preferences or expectations. You hereby agree and acknowledge that your access and use of the Website and the Services are at your own risk (those risks were evaluated and you discussed all the possible implications with the financial advisor or professional in this area). You will be liable for any responsibility consequences that may arise out of or in connection with the usage or accessibility of the Website and the Services. You expressly agree that FBC will have absolutely no liability in this regard as it has warned you of the risks in advance.
2. The Website merely facilitates the Users’ access to the project tokens and does not provide you with any warranty or representation whatsoever regarding the quality, value, specification, fitness for the purpose, completeness, or accuracy of the technology or infrastructure of the tokens or the features presented on the Website.
3. FBC reserves the right to limit the Website’s availability to any person, geographic area, or jurisdiction we so desire and/or terminate your access to and use of the Website and the Services at any time and in our sole discretion as it is based on the values forbidding any relations with the excluded states, sanctioned territories, etc.
4. FBC may, at its sole discretion, impose limits or restrictions on the use you make of the Website. Further, for commercial, security, technical, maintenance, legal, or regulatory reasons, or due to any breach of these Terms, we may withdraw the Website or your access to the Website and the Services at any time and without notice to You (with the possible loss of data, access and content saved on the Website).
5. FBC will be allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without needing to notify you or acquire your consent. Nevertheless, you will not

be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms, if not stated otherwise.

6. Nothing in these Terms will be deemed to create any rights to any creditors or other persons, not a party hereto. Moreover, these Terms will not be construed, in any respect, to be a contract, in whole or in part, for the benefit of any third parties.
7. FBC is merely a technology platform, and is not your broker, intermediary, agent, or legal advisor and has no fiduciary relationship or obligation to you in connection with any decisions or activities affected by you using the Website or the Services. No communication or information provided to you by FBC is intended as or will be considered or construed as the solicitation of an offer to buy, investment advice, financial advice, legal advice, or any other sort of advice. All Services, transactions, and investments will be executed automatically based on the parameters of your consideration. You will be solely responsible for determining whether any Services or investments are suitable and match your interests according to your judgment, objectives, circumstances, and risk tolerance. You will be solely responsible for any losses or liabilities therefrom.
8. Before executing any transactions purchasing \$FOMO token or other tokens on the Website, you should consult with your independent financial, legal, or tax professionals. FBC will not be liable for your decisions to access and purchase through FBC.
9. The \$FOMO token is of utility nature and is not security within the sense of relevant legislations. No activities related to the token are supposed to be understood as investment procedures as the Howey test is not met within this token (as it was evaluated, audited and confirmed by FBC and independent auditors).

Submissions, Feedback, and Suggestions

1. You acknowledge that you are solely responsible for any submissions of all contents, remarks, suggestions, ideas, materials, feedback, or other information, including bug reports in relation to the Services provided through the Website, including any submission to our social media platforms such as Discord, Twitter, Telegram, Medium and you, not us, have full responsibility for such submissions, including their accuracy, legality, reliability, appropriateness, originality, and copyright. We may reply to your provided information but will not verify it. Notwithstanding the foregoing, we have the right to refuse to post, remove, edit, or abridge any submission for any reason and to freely use, copy, disclose, publish, display, or exploit such submission as we deem necessary without any payment of royalty, acknowledgment prior to consent, we may retain copies of all information materials relevant to the Service.
2. By sharing feedback and suggestions with FBC or its associates, you grant FBC and its associates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license (or confirmation of similar kind in jurisdictions where the license would not be sufficient enough) to any intellectual property rights you may have in the feedback and suggestions you share with FBC or its affiliates to use, including to improve the Services, copy, reproduce, modify, publish, transmit, broadcast, display, and distribute. You agree that by submitting feedback or suggestions to FBC or its associates, you are not entitled to any form of compensation

should FBC or its affiliates consider or develop technology that is the same or similar to such feedback or suggestions.

3. From the position of FBC, we are not obliged to actively filter out the content on the Website and we are not obliged to provide you with the guarantees on content safety. In case of any illicit or objectionable content, you can contact us via the Website or the relevant socials mentioned above. Following the DAO nature of the FBC platform, no notice-takedown is implemented.

Clickwrap and Link to and From the Website

1. FBC may deliver the Service through electronic means such as download links, graphical tools or other technologies for providing the Service for users. The user interfaces to such electronic means may require that the users agree to these Terms by checking a box, clicking a button, or continuing with the Service, depending on what of the activities occur first. Such an action of acceptance shall be sufficient to bind the users to the terms and conditions herein these Terms.
2. The Terms consist of several documentations (incl. Privacy Policy, etc.). While accepting the Terms, you agree to be bound by the Terms in general and all of the documentations (in the currently effective version of) which are here to elaborate on the specific questions and problems for the user's conformity.
3. You may, through hypertext or other computer links, gain access from the Website to websites operated or made available or otherwise licensed by persons other than FBC ("Third Party Services"). Such hyperlinks are provided for your convenience. A link from Third Party Services does not mean that FBC endorses or approves the content on such a website or does not mean that FBC is an operator of that website (and cannot be found responsible for any content provided there). You understand that you are solely responsible for determining the extent to which you may use or rely upon any content at any other Third Party Services websites that you have accessed from the Website. You further agree that FBC has no liability directly or indirectly for any damage, loss, or consequence arising out of or in connection with the usage or reliance of any content, material, or services available through the third-party website. FBC assumes no responsibility for the use of, or inability to use, any Third Party Services' software, other materials, or contents posted and/or uploaded on such a website and we will have no liability whatsoever to any person or entity for any inaccuracy or incompleteness of such third-party content. All intellectual property rights in and to Third Party Services are property of the respective third parties.
4. Vice versa, if you are being led to the Website from the third-party websites and platforms, the previous paragraph shall apply *mutatis mutandis*.

Right to Use the Website

You hereby agree to make the following representations and warranties by accessing to the Website and/or using the Services:

1. You have full capacity and authority under the applicable laws to agree and bind yourself to these Terms, you are familiar with them and nothing contravenes their acceptance.
2. You are eighteen years of age or older (independently of the “youth” definitions and age levels in the individual jurisdictions).
3. You are not a citizen or a resident of the prohibited jurisdictions, and you do not have any relevant connection with any of the prohibited jurisdictions, territories and organizations.
4. You are aware and agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations for your use of the Website and the Services. Your use of the Website and the Services are not for any unlawful or illegal purposes, including but not limited to the usage against the copyright laws and anti-money laundering (AML) and countering terrorism financing (CFT) laws on the national as well as supranational and international level.
5. The tokens maintained in your wallet are not and will not be derived from money laundering, terrorist financing, fraud, or any other illegal activities under any applicable laws. You further hereby acknowledge and agree that FBC will not be responsible for actions taken by you that result in the loss or destruction of the value of the tokens and rewards you hold in the Wallet.
6. You validly undertake any action or enter into any transaction with regard to these Terms. You are solely responsible for using the Website and the Services for all activities or transactions that occur on or through your account on the Website.
7. You will provide only accurate, complete, and up-to-date information and documents, if any, for the purposes of accessing, using, or participating in FBC’s Services on the Website. You will further agree to put your effort into ensuring that the confidentiality of your personal or credential information, including your wallet address, is restricted and safely maintained to the device you use to access the Website. For more information on privacy and (personal) data processing see the Privacy Policy below.
8. You acknowledge and agree that if you lose access to the Wallet that you connected with to the Website, FBC will not be able to help you recover the loss or transfer of purchased tokens or any \$FOMO token back to your wallet (while the moment of damage transfer is the moment of accepting the tokens in your wallet). It will be your sole responsibility to manage your account and the private key and perform all the necessary security measures.
9. You will be responsible for obtaining the data network access necessary to use the Website. Your network’s data and rates and fees may apply if you access or use the Website from a wireless-enabled device, and you will be responsible for such rates and fees.
10. You understand and are aware of the risks associated with accessing, using, or participating in the Services, and you will be fully liable at your own risk.
11. You are aware that you are subject to tax regulations in the jurisdiction you reside in and will be fully responsible for filing or reporting any taxes and paying them as required by the applicable laws. FBC will not be liable to compensate you for your tax obligations or advise you in relation to your tax obligations. Any uncertainties and unpredictable matters in tax legislation with respect to any tokens may expose you to any unknown or unforeseeable tax implications associated with your holding of tokens and the use of the Services for which FBC will have no liability. Moreover, you will not hold FBC liable for any expenses or losses resulting from unknown or unforeseeable tax implications.

12. You agree to fully indemnify, defend and hold harmless FBC and its affiliates or associates from and against all claims, demands, liabilities, damages, losses, costs, and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of (i) your breach of this Agreement, in whole or in part; (ii) violation by you of any law or any third party rights; and (iii) use by you of the Service.
13. You will not use the Website and the Services in one of any following manners, except as expressly permitted in these Terms or at FBC's discretion.
14. You are aware of the copyrighted works and protected assets being presented on the Website or while using the Services. These works and assets are in ownership of FBC and every activity, usage or copying them contrary to the common use of the Website or common utility of Services (as well as any kind of IP infringement) will be prosecuted.
15. You are familiar with all the tokenomics on \$FOMO token, its value and prognosis before interacting with it in any way.

You will not:

1. infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of FBC, where applicable, as stated above.
2. use the Website or the Services to transmit any data or send or upload any material or content that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of the Website and/or the Services.
3. expressly or impliedly, use the Website and the Services in a manner that is deemed unlawful, offensive, malicious, threatening, libelous, defamatory, obscene, or otherwise objectionable or violates these Terms or any other party's intellectual property.
4. modify, make any back-up or archival copies of the platform or any part thereof, including disassembling, and you will also not adapt, hack the Website, or modify another website to falsely imply that it is associated with the Website.
5. crawl, scrape, or otherwise cache any content from the Website, and you agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on the Website.
6. use the Website or any of its contents for advertising or soliciting, for any other commercial, political, or religious purpose, or to compete, either directly or indirectly, with FBC, unless it is specifically approved by FBC in advance.

Services

1. *KYC*. FBC has no role in enforcing KYC by default; however, in order to avail access to the Services in the Website, from time to time, you may be required to go through the KYC process. FBC reserves the right, at any time, to aggregate third parties to ask for any KYC documentation it deems necessary to determine the identity and location of a User. FBC reserves the right to restrict service until identity is sufficiently determined.
2. FBC further reserves the right to share submitted KYC information and documentation with 3rd parties to verify the authenticity of submitted information, and you agree to this by using

the KYC Service. FBC reserves the right to block or confiscate any and all funds that are found to be in violation of relevant and applicable anti-money laundering (AML) and countering terrorism financing (CFT) laws and regulations and to cooperate with the competent authorities when and if necessary. You fully acknowledge that your information and KYC/AML/CFT documentation may be disclosed to government agencies or regulators upon a valid request of the court order.

3. FBC cannot be responsible for any misleading or incomplete data filled in while performing KYC and it is your full responsibility to undergo KYC in full compliance with the requirements of third-party service and legislation based on your domicile.

Privacy and Data Processing

1. While using the Website and/or consuming the Services, some personal data can be processed. For more information see Privacy Policy available from: <https://fomobull.club/privacy-policy>
2. The Privacy Policy is the summarized document with all the information on chapters of personal data processing and personal data protection. If any mention on this topic is placed within the Terms, the Privacy Policy provides more elaborated information and should precede before the Terms in this sense.

Intellectual Property Rights

1. All present and future copyrights, titles, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights, and all other present and future intellectual property rights and rights in the nature of intellectual property rights that exist in or in relation to the use and access of the Website and Services are owned by or otherwise licensed to the FBC (who as the only subject is entitled to exercise the property as well as moral rights towards any presented assets). Subject to your compliance with these Terms, FBC grants you a non-exclusive, non-sub license and any limited license to merely use or access the Website and the Services in the permitted hereunder.
2. Every activity, usage or copying them contrary to the common use of the Website or common utility of Services (as well as any kind of IP infringement) will be prosecuted.
3. Nothing in these Terms allows you or any of the secondary token acquirers to use the IP rights beyond the scope of the license described in the paragraph 1.

Risks

1. You understand and agree that using the Services and the Website is completely at your own risk. This clause is not exhaustive and does not disclose all the risks associated with cryptocurrencies and using Services. Therefore, you are recommended to carefully consider whether such use suits you in terms of your judgment, financial position, and circumstances.

2. The risk of loss in holding any cryptocurrencies can be substantial. You should, therefore, carefully consider whether holding any crypto tokens is suitable for you in light of your financial condition. In considering whether to hold any crypto tokens, you should be aware that the price or value of cryptocurrencies can change rapidly, decrease, and potentially even fall to zero. Tokens or any cryptocurrencies are not issued by any central banks or national, supra-national, or quasi-national organizations. They are also not backed by any hard assets or other credit. The value of tokens or any cryptocurrencies is affected by several factors, including but not limited to the total number of tokens or any cryptocurrencies in existence, the continued willingness of market participants to exchange government-issued currency for tokens or cryptocurrencies, purchasers' expectations with respect to the rate of inflation of fiat currencies, purchasers' expectations with respect to the rate of deflation of cryptocurrencies, interest rates, currency exchange rates, cyber theft of cryptocurrencies from online crypto wallet providers, or news of such theft from such providers or individuals' crypto wallets, investment and trading activities of large investors, monetary policies of the governments, trade restrictions, currency devaluations and revaluations, regulatory measures, the global or regional political, economic or financial events and situations. Thus, all these factors will affect the value of tokens or cryptocurrencies, which may result in the permanent partial or total loss of the value of FBC, a particular token or cryptocurrency. No one will be obliged to guarantee the liquidity or the market price of any of the \$FOMO Tokens or cryptocurrencies maintained in your Wallets. The volatility and unpredictability of the value of tokens or cryptocurrencies relative to the government-issued currency may result in a significant loss over a short period of time. When using a Website and Services, you acknowledge that FBC is not responsible for any losses resulting from market changes or account misappropriation.
3. You understand and agree that any cryptoassets, blockchain technology or distributed ledger technology-related projects are new and relatively untested and outside of both our and our projects' exclusive control. Any adverse changes in market forces, the technology, and the regulatory environment impacting our performance under this Agreement shall absolve us from responsibility in this regard, including but not limited to hacking attacks, possible theft, unfavorable regulatory action, or unclear legal/tax status of crypto tokens.
4. You agree and acknowledge that we do not represent or warrant that any FBC Services or Website are secure from a hacker or other malicious attack, which may result in the stealing or losing of the User's confidential information or any other data. FBC is unable to anticipate the occurrence of hacks, cyber-attacks, and mining attacks, including but not limited to double-spend attacks, majority mining power attacks, selfish-mining attacks, distributed denial of service attacks or errors, vulnerabilities or defects on the Website, \$FOMO Token, Users' Wallets or any technology, including but not limited to smart contract technology. Also, FBC is unable to detect the hacks, as mentioned earlier, mining attacks, cyber-attacks, distributed denials of service errors, vulnerabilities, or defects in a timely manner and does not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.
5. Technical and system failure affected the obligations stipulated in these Terms FBC may experience system failures, unplanned interruptions in blockchain or services, hardware or software defects, security breaches, or other causes that could adversely affect FBC's

infrastructure network and Website. FBC's network or services could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond FBC's control. Although FBC has taken steps and used its best endeavor against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the Website and the Services, there can be no assurance that cyber-attacks, such as distributed denials of the Service, will not be attempted in the future, and that FBC's enhanced security measures will be effective. Any significant breach of FBC's security measures or other disruptions resulting in a compromise of the usability, stability, and security of FBC's network or the services, including the Website, may adversely affect \$FOMOToken.

6. There always is a potential risk of change in jurisdictional, legislative, jurisprudence of case law understanding of tokens (especially their utility / security nature) and this change of understanding can affect their handling, accounting and tax aspects since it can lose all or part of its value due to changes in the market price, it may be subject to significant price fluctuations up and down (the magnitude of such fluctuations is difficult to predict and cannot be guaranteed) and all of those regulatory or normative changes could have an impact on the operation of the blockchain used for the Website or \$FOMO token, which could generate various legal and fiscal risks with consequences, in particular, on the conditions or the very possibility of reselling the token.
7. FBC will have no liability for any delay, error, interruption, or failure to perform any obligation under these Terms where the delay or failure is directly or indirectly resulting from any causes beyond FBC's control, including, but not limited to:
 - Acts of God, nature, court, or government;
 - Failure or interruption of public or private telecommunication networks, the failure of Base Chain Networks, communication channels, or information systems;
 - Acts or omission of a party for whom FBC is not responsible;
 - Delay, failure, or interruption in, or unavailability of, third-party services; and
 - Strikes, lockouts, labor disputes, wars, terrorist acts, and riots.
8. By using the Website and/or consuming the Services, you agree to be fully familiar with those risks and you claim you are accepting them at your sole discretion while letting FBC fully out of any claims regarding the above-described risks.

Misuse of the Website

1. In the event of any misuse and/or abuse of the Website or breach of any provision in these Terms, FBC reserves the right to block your access to the Website and other Services until the matter is solved (with no prior information).
2. Use of the Website for transmission, publication, or storage of any material on or via the Website that is in violation of any applicable laws or regulations or any third-party's rights is strictly prohibited, including but not limited to the use of the Website or the transmission, distribution, publication or storage any material on or via the Website in a matter or for the

purpose which infringes copyright, trademark, trade secret or other intellectual property rights, is obscene or harmful to minors or constitutes an illegal act or harassment, is libelous or defamatory, violates any privacy or data protections laws, is fraudulent or breaches any exchange control laws.

3. If any kind of loss, damage or harm is caused to the FBC or other users on the Website due to your misuse of the Website, the FBC will prosecute the claims without undue delay up to the actual amount of loss, damage or harm. You are well aware and agree with the FBC prosecuting such activities according to the rules of the relevant jurisdictions.
4. When transferring the \$FOMO token on the secondary sale markets, these Terms serve as public information for a third-party acquirer of such a token with the terms and rights they need to be compliant with. You undertake to notify the acquirer of these Terms and provide them with the link if possible and more information on this topic so the tokens are being used in compliance with the Terms even if being transferred.

Indemnification

1. You irrevocably undertake the responsibility of fully indemnifying and holding harmless each of FBC, its associates, licensors, employees, managers, stakeholders, shareholders, directors, and agents from and against any and all losses, claims, actions, proceedings, damages, demands, judgments, sums, liabilities, damages, costs, charges and expenses, including, but not limited to, any reasonable attorney's fees or penalties imposed by any regulatory authority, and reimbursements arising out of or related to the following situations:
 - Your breach of or our enforcement of these Terms;
 - Your use or any person using the Services on your behalf or participation in accordance with the Services on the Website;
 - Any violations of applicable laws, regulations, or any third-party's rights during your use or participation in the Service;
 - Selling the token on Secondary Sale.
2. If you are obligated to indemnify FBC, its affiliate, shareholders, licensors, officers, directors, managers, employees, and agents, FBC has the right, at its sole discretion, to control any action or proceeding and to determine whether FBC wishes to proceed, or settle, and if so, on what terms or provisions.

Waiver

1. The failure of FBC to exercise any of its rights, powers, or remedies under these Terms or any delay by FBC in doing so the performance of any provision will not affect FBC's right to require performance at any time thereafter. At the same time, the waiver of FBC to seek recovery for the User's violation of these Terms of any provisions of applicable terms will not constitute a waiver by FBC of any subsequent breach or violation by the User or of the provision itself. Any failure by FBC to exercise any of its rights, powers, or remedies under

these Terms of Service, or any delay by FBC in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by FBC does not prevent either from exercising any other rights, powers, or remedies. The remedies of FBC are cumulative with and not exclusive of any other remedy conferred by the provisions of these Terms of Service or by law or equity.

2. You agree that the remedies to which FBC is entitled include, but are not limited to, (i) injunctions to prevent breaches of these Terms of Service and to enforce specifically the terms and provisions hereof, and you waive the requirement of any posting of a bond in connection with such remedies, (ii) the right to recover the amount of any Losses by set off against any amounts that FBC would otherwise be obligated to pay to you, and (iii) the right to seize and recover against any of your cryptocurrency, or your interests therein, that are held by FBC or any of its Affiliates.
3. You and FBC agree that any claims relevant to these Terms or your relationship with FBC will be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and FBC further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action to the extent permissible by applicable laws. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties involved.
4. The adequate legislation needs to be taken into account (while preserving the mandatory protective norms).

No Representations and Warranties by FBC

1. FBC makes no representations, warranties, or guarantees to you of any kind and, to the extent permitted by applicable Laws, FBC expressly disclaims all representations, warranties or guarantees, express, implied, or statutory, with respect to the Website and the Services. The Website and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose. You acknowledge and agree that your use of the Website and the Services is at your own risk and you were informed on that in advance. We do not represent or warrant that access to the Website or the Services will be continuous, uninterrupted, timely, or secure; that the information contained in the Website and the Services will be accurate, reliable, complete, or current; or that the Website and the Services will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that we make should be treated as creating any warranty concerning the Website and the Services. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Website and the Services.

Limitation of Liability

1. Notwithstanding any provisions within these Terms, under no circumstances, including negligence in no event, shall FBC, its partners, its affiliate, its employees, agents officers be liable to the User for any incidental, special, exemplary, punitive, indirect, or consequential damages of any kind, under any legal theory arising out of or in connection with your use the Website, any websites linked to it, any other services or items obtained through the Website or such websites including but not limited to lost revenue, lost profits, loss of business or anticipated savings, loss of your credential information, loss of interruption of technology, loss of use service or equipment even if the User was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise. FBC shall also have no liability for any emergency and/or unforeseeable incidents related to your use of the Services on the Website, such as stolen private keys, seed phrases, or hacked accounts.
2. Nothing in these Terms shall exclude or limit FBC's liability for death or personal injury resulting from its negligence.
3. Except as expressly provided in these Terms, and to the maximum extent permitted by any Applicable Laws, we disclaim all other representations or warranties, express or implied, made to you, your affiliates, or any other person, including, without limitation, any warranties regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any service provided incidental to the Services under these Terms.
4. Except as expressly provided in these Terms, and to the fullest extent permitted by any Applicable Laws, FBC, its Affiliate, and its related parties each disclaim all liability to you for any loss or damage arising out of or due to:
 - your use of, inability to use, or availability or unavailability of the Services, including any Third Party Services made available through the Services;
 - the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction, or unauthorized access to FBC's records, programs, services, server, or other infrastructure relating to the Services;
 - the Services being infected with any malicious code or viruses or
 - the failure of the Services to remain operational for any period of time.
5. You hereby agree to release FBC and its affiliates from liability for any and all Losses, and you shall indemnify and save, and hold FBC and its affiliates harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if FBC or the Affiliates have been advised of or should have known of the possibility of such Losses and damages, and without regard to the success or effectiveness of any other remedies.
6. Any claim under these Terms must be brought within three (3) months of the noticed damage. All other claims must be brought no later than six (6) months after on the date you knew or should have known about the facts giving rise to the claim.

7. In any case, however, you as well as FBC will make every effort to maintain confidentiality in relation to the claims and without interfering with damage to the property, interests or reputation of the contractual parties, as neither of the contractual parties is interested in promoting repressive tendencies, rather than preventive tendencies.
8. FBC is not bound by any codes of conduct that are binding on them or that they would voluntarily comply with.

Force Majeure

1. FBC is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires, strikes, floods, pandemics; power outages or failures; acts of God or the state's enemies, acts of any Government or Government Official; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of other Persons; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, FBC is excused from any and all performance obligations under these Terms of Service.

Severability

1. If any provision of these Terms of Service or part thereof, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision to the extent of its illegality, unenforceability, invalidity, or voidness, as may be, such unenforceability or invalidity will not render these Terms unenforceable or invalid as a whole. Such provisions will be deleted without affecting the remaining provisions herein.
2. All the rest of statements and articles of the Terms shall stay effective without change.

Termination

1. These Terms will be immediately terminated if you discontinue using or participating in the Services or using the Website, and you agree to terminate the Website's accessibility.
2. These Terms can be suspended or terminated without notice from FBC if there is a reasonable ground for FBC to believe that you have breached any of the terms or provisions stipulated in these Terms or if you do not comply with these Terms.
3. Terminating these Terms will not prevent FBC from seeking remedies from you if you have breached any terms or provisions of these Terms before such termination. FBC will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services.
4. Any ongoing obligation to you, as well as the provisions regarding (i) FBC's Intellectual Property, (ii) Indemnification, (iii) Limitation of liability, and (iv) any other provisions designed

to survive, will survive any termination or expiration of these Terms for any reason as well as individual norms where their usage and context is relevant to survive the termination.

ACCEPTANCE OF TERMS: USER ACCEPTS THESE TERMS BY ACCEPTING THESE TERMS AT ACCOUNT CREATION (WHEN KYCED), CONTINUED USE OF THE SITE OR BY ANY OTHER MEANS SPECIFIED BY FBC TO WHICH USER ASSENTS, AS STATED ABOVE.