

THE FANCOIN EXCHANGE USER AGREEMENT

This is a contract between you and the Fancoin Exchange LLC ("Fancoin Exchange"). By signing up to use an account through fancoinexchange.com, or any associated websites, APIs, or mobile applications (collectively the "Fancoin Exchange Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and E-Sign Consent.

Last updated: December 4, 2017

PART 1: GENERAL USE

1. Basic Fancoin Exchange Services.

1.1. Eligibility. To be eligible to use the Fancoin Exchange Services, you must be at least 18 years old.

1.2. Fancoin Exchange Services. Your Fancoin Exchange account ("Fancoin Exchange Account") encompasses the following basic Fancoin Exchange services: One or more hosted Digital Currency wallets that allow users to store certain supported digital currencies, like Fancoin, Bitcoin or Ethereum ("Digital Currency"), and to track, transfer, and manage supported Digital Currencies (the "Hosted Digital Currency Wallet"); Digital Currency conversion services through which users can buy and sell Digital Currencies in transactions with Fancoin Exchange (the "Conversion Services"); and a U.S. Dollar account for use in connection with other Fancoin Exchange Services (a "USD Wallet" or "Currency Wallet") and for eligible users (collectively the "Fancoin Exchange Services"). **The risk of loss in trading or holding Digital Currency can be substantial. You should therefore carefully consider whether trading or holding Digital Currency is suitable for you in light of your financial condition.**

2. Creating a Fancoin Exchange Account.

2.1. Registration of Fancoin Exchange Account. In order to use any of the Fancoin Exchange Services, you must first register by providing your name, an e-mail address, password, and affirming your acceptance of this Agreement. Fancoin Exchange may, in our sole discretion, refuse to allow you to establish a Fancoin Exchange Account, or limit the number of Fancoin Exchange Accounts that a single user may establish and maintain at any time.

2.2. Identity Verification. In order to use certain features of the Fancoin Exchange Services, including certain transfers of Digital Currency and/or government-issued currency ("Fiat Currency"), you may be required to provide Fancoin Exchange with certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number,

and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Fancoin Exchange if any information changes. **You hereby authorize Fancoin Exchange to, directly or through third parties make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. This includes authorizing your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Fancoin Exchange with your wireless operator account profile information for the duration of the business relationship. See our Privacy Policy to learn more about how we treat your data.**

3. Hosted Digital Currency Wallet.

3.1. In General. The Hosted Digital Currency Wallet services allow you to send supported Digital Currency to, and request, receive, and store supported Digital Currency from, third parties pursuant to instructions you provide through the Fancoin Exchange Site (each such transaction is a "Digital Currency Transaction"). **Fancoin Exchange reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. Fancoin Exchange cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currencies that Fancoin Exchange, in its sole discretion, decides to support, which is currently limited to Fancoin tokens. The Digital Currencies that Fancoin Exchange supports may change from time to time. If you have any questions about which Digital Currencies Fancoin Exchange currently supports, please visit fancoinexchange.com. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that are not supported by Fancoin Exchange. Fancoin Exchange assumes no responsibility or liability in connection with any attempt to use Fancoin Exchange Services for digital currencies that Fancoin Exchange does not support.**

3.2. Digital Currency Transactions. Fancoin Exchange processes supported Digital Currency according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. You should verify all transaction information prior to submitting instructions to Fancoin Exchange. In the event you initiate a

Digital Currency Transaction by entering the recipient's email address and the recipient does not have an existing Fancoin Exchange Account, Fancoin Exchange will email the recipient and invite them to open a Fancoin Exchange Account. If the designated recipient does not open a Fancoin Exchange Account within 30 days, Fancoin Exchange will return the supported Digital Currency associated with the transaction to your Fancoin Exchange Account. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network and Fancoin Exchange. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your Fancoin Exchange Account balance or be available to conduct transactions. Fancoin Exchange may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. Fancoin Exchange will calculate the network fee in its discretion, although Fancoin Exchange will always notify you of the network fee at or before the time you authorize the transaction. Fancoin Exchange reserves the right to delay any Digital Currency Transaction if it perceives a risk of fraud or illegal activity.

3.3. Digital Currency Storage & Transmission Delays. Fancoin Exchange securely stores all Digital Currency private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Fancoin Exchange to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, which may delay the initiation or crediting of such Digital Currency Transaction for 48 hours or more. You acknowledge and agree that a Digital Currency Transaction facilitated by Fancoin Exchange may be delayed.

3.4. Third Party Payments. Fancoin Exchange has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of Fancoin Exchange Services). Fancoin Exchange is not responsible for ensuring that a buyer or a seller you may transact with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with Digital Currency transferred using the Fancoin Exchange Services, or if you have a dispute with such third party, you must resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Fancoin Exchange Support at <https://support.fancoinexchange.com> or write us at support@fancoinexchange.com so that we may consider what action to take, if any.

3.5. Fancoin Exchange Vault. You may elect to use the Fancoin Exchange Vault to store supported Digital Currency. The Fancoin Exchange Vault allows users to set withdrawal time-delays and/or to require the electronic approval of multiple individuals designated by the user before transfers may be completed. Fancoin Exchange also offers an advanced Vault which allows users the option to view, control, and distribute private keys of associated Digital Currency to multiple third parties whose majority approval will be required to transfer associated Digital Currency (the "Multisig Vault"). **Fancoin Exchange cannot restore encrypted private keys or otherwise recover private keys which are not within Fancoin Exchange's control. If you use the Multisig Vault you acknowledge that Fancoin Exchange is not responsible for transferring, safeguarding, or maintaining private keys and/or Digital Currency associated with the Vault.** If you and/or co-signing

authorities lose, mishandle, or have stolen associated Digital Currency private keys, or if your cosigners refuse to provide requisite authority, you acknowledge that you may not be able to recover associated Digital Currency, and that Fancoin Exchange is not responsible for such loss.

3.6. Customized Fancoin Exchange Payment Page. In some cases, you may establish a customizable payment page ("Payment Page") which will allow others to easily send Digital Currency to your Fancoin Exchange Account. You may establish and customize your Payment Page through your Fancoin Exchange Account settings, which will allow you to establish a user handle and associated Payments Page URL, upload a photo, and provide a short description. In establishing your Payment Page and uploading or adding any text, photo, or other material, you agree that you will not (i) post misleading materials or misappropriate the identity of another person or entity, (ii) post any copyrighted material which you are not authorized to post, or (iii) post any profane, unlawful, or offensive materials. Fancoin Exchange, in its sole discretion, may disable your Payment Page and take other action in accordance with this Agreement if we believe you are in violation of the foregoing or abusing this service. Fancoin Exchange may reclaim user handles associated with dormant Fancoin Exchange Accounts. Fancoin Exchange does not guarantee or endorse the purported identity, message, or other information posted by a user to the user's Payment Page.

3.7 Advanced Protocols. Unless specifically announced on our website or through some other official public statement of Fancoin Exchange, we do not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Currency supported by Fancoin Exchange (collectively, "Advanced Protocols"). Do not use your Fancoin Exchange Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. The Fancoin Exchange platform is not configured to detect and/or secure Advanced Protocol transactions and Fancoin Exchange assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.

3.8 Operation of Digital Currency Protocols. Fancoin Exchange does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the Fancoin Exchange platform, you acknowledge and agree (i) that Fancoin Exchange is not responsible for operation of the underlying protocols and that Fancoin Exchange makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the Digital Currency you store in the Fancoin Exchange platform. In the event of a fork, you agree that Fancoin Exchange may temporarily suspend Fancoin Exchange operations (with or without advance notice to you) and that Fancoin Exchange may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that Fancoin Exchange assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. Conversion Services.

4.1. In General. Eligible users in certain jurisdictions may buy or sell supported Digital Currency through the Conversion Services. The Conversion Services are subject to the Fancoin Exchange "Conversion Rate" for the given transaction. "Conversion Rate" means the price of a given supported Digital Currency amount in terms of Fiat Currency or other Digital Currency as quoted on the Fancoin Exchange Site. The Conversion Rate is stated either as a "Buy Price" or as a "Sell Price," which is the price in terms of Fiat Currency or Digital Currency at which you may buy or sell supported Digital Currency to Fancoin Exchange. You acknowledge that the quoted Buy Price Conversion Rate may not be the same as the Sell Price Conversion Rate at any given time, and that Fancoin Exchange may add a margin or "spread" to the quoted Conversion Rate. You agree, as a condition of using any Fancoin Exchange Conversion Services, to accept the Conversion Rate as the sole conversion metric. Fancoin Exchange reserves the right to delay any Conversion Service transaction if it perceives a risk of fraud or illegal activity. Fancoin Exchange does not guarantee the availability of its Conversion Service, and the act of purchasing supported Digital Currency from Fancoin Exchange does not result in a guarantee that you may sell your supported Digital Currency to Fancoin Exchange.

4.2. Purchase Transactions. After successfully completing the Verification Procedures, you may purchase supported Digital Currency by linking a valid payment method. You authorize Fancoin Exchange to initiate debits from your selected payment method(s) in settlement of purchase transactions. A Conversion Fee (defined below) applies to all purchase transactions. Although Fancoin Exchange will attempt to deliver supported Digital Currency to you as promptly as possible, funds may be debited from your selected payment method before Digital Currency is delivered to your Fancoin Exchange Account. We may debit your selected payment method, such as your bank account or credit card, as soon as the same day you initiate the purchase but your payment may take three or more business days to process. We will make best efforts to fulfill all transactions, but in the rare circumstance where Fancoin Exchange cannot fulfill your purchase order, we will notify you and seek your approval to fulfill the purchase order at the contemporaneous Buy Price Conversion Rate. To secure the performance of your obligations under this Agreement, you grant to Fancoin Exchange a lien on and security interest in and to the balances in your account.

4.3. Sale Transactions. After successfully completing the Verification Procedures, you may sell supported Digital Currency by linking a valid payment method. You authorize Fancoin Exchange to debit your Fancoin Exchange Account(s) and initiate payments to your selected payment method(s) in settlement of sell transactions. An applicable Conversion Fee (defined below) applies to all sale transactions. Your receipt of funds will depend on the payment type, and may take up to three or more business days.

4.4. Conversion Fees. Each Conversion Service transaction is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee is displayed to you on the Fancoin Exchange Site prior to you completing a Conversion Service transaction. Fancoin Exchange will not process a conversion transaction if the Conversion Fee and any other associated fees as may apply, such as wire transfer fees, exceed the value of your transaction.

Fancoin Exchange may waive some portion of the Conversion Fee depending on the payment method you select. The availability of each Payment Method depends on a number of factors, including but not limited to your location, the identification information you have provided to us, and limitations imposed by third party payment processors.

You can view the current fee applicable to your location and payment method at our Fees page.

Fancoin Exchange reserves the right to adjust its Conversion Fees and any applicable waivers at any time. We will always notify you of the Conversion Fee which applies to your transaction when you authorize the transaction and in each receipt, we issue to you.

4.5. Reversals; Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful or if your payment method has insufficient funds, you authorize Fancoin Exchange, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including Fancoin Exchange balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, NSF, or similar fees charged by your payment provider. Fancoin Exchange reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Digital Currency in its sole discretion, even after funds have been debited from your account(s), if Fancoin Exchange suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if Fancoin Exchange reasonably suspects that the transaction is erroneous; or if Fancoin Exchange suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, Fancoin Exchange will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

4.6. Recurring Transactions. If you initiate recurring Conversion Service transactions, you authorize Fancoin Exchange to initiate recurring electronic payments in accordance with your selected Conversion Service and any corresponding payment accounts, such as recurring automated clearing house (ACH) debit or credit entries from or to your linked bank account. Your recurring transactions will occur in identical, periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or Fancoin Exchange cancels the recurring order. If you select a U.S. Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the ACH credit or debit will be executed on the next business day, although the Digital Currency Conversion Rate at the time of the regularly-scheduled transaction will apply. If your Bank is unable to process any electronic ACH debit entry, Fancoin Exchange will notify you of cancellation of the transaction and may avail itself of remedies set forth in this User Agreement to recover any amount owed to Fancoin Exchange. This authorization will remain in full force and effect until you change your recurring transaction settings at fancoinexchange.com, or until you provide us written notification at fancoinexchange.com. You agree to notify Fancoin Exchange in writing of any changes in your linked bank account information prior to a recurring transaction. Fancoin Exchange may, at any time, terminate recurring transactions by providing notice to you.

4.7. Payment Services Partners. Fancoin Exchange may use a third-party payment processor to process any US Dollar payment between you and Fancoin Exchange, including but not limited to payments in relation to your use of the Conversion Service or deposits or withdrawals from your USD Wallet.

5. USD Wallet.

5.1. USD Wallets. Certain approved users may establish and fund a U.S. Dollar balance ("USD Wallet") to facilitate transactions on the Fancoin Exchange platforms. You are the owner of the balance of your USD Wallet. Fancoin Exchange holds your USD balance in dedicated custodial accounts with a financial institution.

5.2. Deposits and Withdrawals. You may initiate a transfer from your linked bank account to fund your USD Wallet. Fancoin Exchange will not charge a fee for you to transfer funds to or from Fancoin Exchange, but bank transfer fees may apply. Funds sent via bank wire (if permitted by Fancoin Exchange) are subject to additional wire fees. For deposits, Fancoin Exchange will credit your USD Wallet a corresponding amount of dollars after funds are delivered to Fancoin Exchange, typically within two to three business days after you authorize a deposit, although we may debit your linked payment method as soon as the same day you initiate the transfer. For withdrawals, Fancoin Exchange will immediately debit your USD Wallet when you authorize a withdrawal and funds will typically settle to you within two to three business days. Bank fees are netted out of transfers to or from Fancoin Exchange. We will not process a transfer if associated bank fees exceed the value of the transfer.

6. General Use, Prohibited Use, and Termination.

6.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Fancoin Exchange Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by Fancoin Exchange from time to time. Any other use of the Fancoin Exchange Site or Content is expressly prohibited and all other right, title, and interest in the Fancoin Exchange Site or Content is exclusively the property of Fancoin Exchange and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "Fancoin Exchange.com", "Fancoin Exchange", and all logos related to the Fancoin Exchange Services or displayed on the Fancoin Exchange Site are either trademarks or registered marks of Fancoin Exchange or its licensors. You may not copy, imitate or use them without Fancoin Exchange's prior written consent.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the Fancoin Exchange Site, the Fancoin Exchange Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated

from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Fancoin Exchange Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Fancoin Exchange Site,

6.3. Third-Party Applications. If, to the extent permitted by Fancoin Exchange from time to time, you grant express permission to a third party to access or connect to your Fancoin Exchange Account, either through the third party's product or service or through the Fancoin Exchange Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Fancoin Exchange Account. Further, you acknowledge and agree that you will not hold Fancoin Exchange responsible for, and will indemnify Fancoin Exchange from, any liability arising out of or related to any act or omission of any third party with access to your Fancoin Exchange Account. You may change or remove permissions granted by you to third parties with respect to your Fancoin Exchange Account at any time through the Account Settings (Integrations) page on the Fancoin Exchange Site.

6.4. Prohibited Use. In connection with your use of the Fancoin Exchange Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Fancoin Exchange Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.

6.5. Transactions Limits. The use of all Fancoin Exchange Services is subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your Fancoin Exchange Account and visit fancoinexchange.com. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. Fancoin Exchange reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at fancoinexchange.com. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with Fancoin Exchange staff (such process, "Enhanced Due Diligence"). Fancoin Exchange reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

6.6. Suspension, Termination, and Cancellation. Fancoin Exchange may: (a) suspend, restrict, or terminate your access to any or all of the Fancoin Exchange Services, and/or (b) deactivate or cancel your Fancoin Exchange Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; *or*
- We reasonably suspect you of using your Fancoin Exchange Account in connection with a Prohibited Use or Business; *or*
- Use of your Fancoin Exchange Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; *or*
- Our service partners are unable to support your use; *or*
- You take any action that Fancoin Exchange deems as circumventing Fancoin Exchange's controls, including, but not limited to, opening multiple Fancoin Exchange Accounts or abusing promotions which Fancoin Exchange may offer from time to time.
- You breach our Behavior Policy as defined herein.

If Fancoin Exchange suspends or closes your account, or terminates your use of Fancoin Exchange Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Fancoin Exchange from providing you with such notice. You acknowledge that Fancoin Exchange's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Fancoin Exchange's risk management and security protocols. You agree that Fancoin Exchange is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Currency or funds associated with your Hosted Digital Currency Wallet(s) and/or your USD Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (*i*) under the law, including but not limited to applicable sanctions programs, or (*ii*) by a facially valid subpoena or court order. You may cancel your Fancoin Exchange Account at any time by withdrawing all balances and visiting fancoinexchange.com. You will not be charged for canceling your Fancoin Exchange Account, although you will be required to pay any outstanding amounts owed to Fancoin Exchange. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

6.7. Relationship of the Parties. Fancoin Exchange is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Fancoin Exchange to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Fancoin Exchange to be treated as the agent of the other.

6.8. Privacy of Others; Marketing. If you receive information about another user through the Fancoin Exchange Services, you must keep the information confidential and only use it in connection with the Fancoin Exchange Services. You may not disclose or distribute a

user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited email to a user through the Fancoin Exchange Services.

6.9. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Fancoin Exchange Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Fancoin Exchange Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your Fancoin Exchange Account and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. **We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Fancoin Exchange and/or failure to follow or act on any notices or alerts that we may send to you.** In the event you believe your Fancoin Exchange Account information has been compromised, contact Fancoin Exchange Support immediately at <https://support.fancoinexchange.com>, write us at support@fancoinexchange.com, or report your claim by phone at 407-477-4857.

6.10. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Fancoin Exchange Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Fancoin Exchange Account.

6.11. Unclaimed Property. If Fancoin Exchange is holding funds in your account, and Fancoin Exchange is unable to contact you and has no record of your use of the Services for several years, applicable law may require Fancoin Exchange to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Fancoin Exchange will try to locate you at the address shown in our records, but if Fancoin Exchange is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Fancoin Exchange reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact Fancoin Exchange. If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at <https://support.fancoinexchange.com> or write to us at Fancoin Exchange Customer Support support@fancoinexchange.com.

When you contact us please provide us with your name, address, and any other information we may need to identify you, your Fancoin Exchange Account, and the transaction on which you have feedback, questions, or complaints. If you believe your account has been compromised, you may also report your claim by calling 407-477-4857.

7.2. Arbitration; Waiver of Class Action. If you have a dispute with Fancoin Exchange, we will attempt to resolve any such disputes through our support team. **If we cannot resolve the dispute through our support team, you and we agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>) and you and Fancoin Exchange hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration.** The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this section is invalid or unenforceable, that provision shall be severed and the other parts of this section 7.2 shall still apply. In any case, the remainder of this User Agreement, will continue to apply.

8. General Provisions.

8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You 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 Fancoin Exchange. Always log into your Fancoin Exchange Account through the Fancoin Exchange Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2. Release of Fancoin Exchange; Indemnification. If you have a dispute with one or more users of the Fancoin Exchange services, you release Fancoin Exchange, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Fancoin Exchange, its affiliates and

Service Providers, and each of its or 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 your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability; No Warranty. IN NO EVENT SHALL FANCOIN EXCHANGE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR FANCOIN EXCHANGE ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE FANCOIN EXCHANGE SITE OR THE FANCOIN EXCHANGE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FANCOIN EXCHANGE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT FANCOIN EXCHANGE FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE FANCOIN EXCHANGE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FANCOIN EXCHANGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. FANCOIN EXCHANGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE FANCOIN EXCHANGE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

Fancoin Exchange makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Site. Fancoin Exchange will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Fancoin Exchange makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

8.4. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Fancoin Exchange as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Fancoin Exchange. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

8.5. Amendments. We may amend or modify this Agreement by posting on the Fancoin Exchange Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Fancoin Exchange Services, or suspension or termination of your access to the Fancoin Exchange Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

8.6. Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Fancoin Exchange affiliates or subsidiaries, or to any successor in interest of any business associated with the Fancoin Exchange Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.8. Change of Control. In the event that Fancoin Exchange is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.9. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Fancoin Exchange Account cancellation, debts owed to Fancoin Exchange, general use of the Fancoin Exchange Site, disputes with Fancoin Exchange, and general provisions, shall survive the termination or expiration of this Agreement.

8.10. Governing Law. You agree that the laws of Florida, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Fancoin Exchange, except to the extent governed by federal law.

8.11. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.12. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

8.13. Non-Waiver of Rights. This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws.

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

Prohibited Use

You may not use your Fancoin Exchange Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Fancoin Exchange Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at <https://support.fancoinexchange.com> or write us at support@fancoinexchange.com. By opening a Fancoin Exchange Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Fancoin Exchange conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- **Abusive Activity:** Actions which 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 Fancoin Exchange Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Fancoin Exchange Site, other Fancoin Exchange Accounts, computer systems or networks connected to the Fancoin Exchange Site, through password mining or any other means; use Fancoin Exchange Account information of another party to access or use the Fancoin Exchange Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Fancoin Exchange 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 Fancoin Exchange.

- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Fancoin 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; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Fancoin Exchange Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud Fancoin Exchange, Fancoin Exchange users, or any other person; provide any false, inaccurate, or misleading information to Fancoin Exchange
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- **Intellectual Property Infringement:** 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 authorization from the rights holder; use of Fancoin Exchange intellectual property, name, or logo, including use of Fancoin Exchange trade or service marks, without express consent from Fancoin Exchange or in a manner that otherwise harms Fancoin Exchange or the Fancoin Exchange brand; any action that implies an untrue endorsement by or affiliation with Fancoin Exchange

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Fancoin Exchange Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Fancoin Exchange Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at support@fancoinexchange.com.

By opening a Fancoin Exchange Account, you confirm that you will not use Fancoin Exchange Services in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.

- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

Conditional Use

Express written consent and approval from Fancoin Exchange must be obtained prior to using Fancoin Exchange Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at fancoinexchange.com. Fancoin Exchange may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Fancoin Exchange Services in connection with any of following businesses, activities, or practices:

- **Money Services:** Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Fancoin Exchange Services
- **Charities:** Acceptance of donations for nonprofit enterprise
- **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize
- **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

Fancoin Exchange uses multi-level systems and procedures to collect and verify information about you in order to protect Fancoin Exchange and the community from fraudulent users, and to keep appropriate records of Fancoin Exchange's customers. Your daily or weekly Conversion limits, withdrawal and trading limits, Instant Buy limits, USD Wallet transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to Fancoin Exchange.

All U.S. users who wish to buy Digital Currency using Fancoin Exchange's Standard Conversion Service, at minimum, must:

- Establish a Fancoin Exchange Account by providing your name, authenticating your e-mail address, and accepting the Fancoin Exchange User Terms
- Add and verify a phone number
- Add and verify a bank account

All U.S. users who wish to use other Fancoin Exchange Services may be required to:

- Add personal details (full name, date of birth, residential address)
- Add an alternative payment method
- Complete identity verification by answering a few questions

Users based in the state of New York using Fancoin Exchange's Hosted Digital Currency Wallet Service who wish to execute a Digital Currency Transaction valued at or over \$3,000 at the time the transaction is requested, at a minimum, must:

- Establish a Fancoin Exchange Account by providing your name and residential address, authenticating your e-mail address, and accepting the Fancoin Exchange User Terms, and
- Submit a copy of an acceptable form of identification (i.e. passport, state driver's license, or state identification card)

Notwithstanding these minimum verification procedures for the referenced Fancoin Exchange Services, Fancoin Exchange may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Fancoin Exchange Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's Limits page.

You may contact us at <https://support.fancoinexchange.com> to request larger limits. Fancoin Exchange will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and Fancoin Exchange does not guarantee that we will raise your limits.

APPENDIX 3: E-SIGN DISCLOSURE AND CONSENT

This policy describes how Fancoin Exchange delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Fancoin Exchange Account and your use of Fancoin Exchange Services. Communications include:

- Terms of use and policies you agree to (e.g., the Fancoin Exchange User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Fancoin Exchange website, emailing them to you at the primary email address listed in your Fancoin Exchange profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;

- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Fancoin Exchange); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at fancoinexchange.com. If you fail to provide or if you withdraw your consent to receive Communications electronically, Fancoin Exchange reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Fancoin Exchange sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Fancoin Exchange will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at fancoinexchange.com.

APPENDIX 4: STATE LICENSE DISCLOSURES

Fancoin Exchange may maintain one or more licenses to engage in money transmission activities in many states, and these licenses may impact our provision and your use of certain Fancoin Exchange Services depending on where you live. Fancoin Exchange's licenses and corresponding required disclosures can be found on the Fancoin Exchange Licenses page, which is incorporated by reference.