

## Terms & Conditions

Through these Terms and Conditions, We are placing legal conditions on Your use of the Site, Exchange, and Services and making certain assurances to You:

You must agree to ALL of the conditions in this Agreement. If You do not agree to or accept all the conditions of this Agreement, please immediately discontinue access to and use of the Site, the Exchange and the Services.

If You are under the legal age for entering legally binding contracts under applicable laws, You are NOT permitted to use this Site, the Exchange, or the other Services at all.

If You do not understand all of the terms in this Agreement, then You should consult with a lawyer before using the Site, Exchange, or the Services.

## Coverage & Definitions

FYB-SE is the owner and operator of the website (“Site”), the Exchange, and any associated Services. Hereinafter, FYB-SE shall be referred to as “Company.” When first-person pronouns are used in this Agreement, (Us, We, Our, Ours, etc.) these provisions are referring to Company as publisher of this Site and provider of the Exchange. Additionally, when the terms “the Site” or “Site” are used, these terms refer to <https://www.fybse.se> Our Site, and the Services the Site provides, including the Exchange and the ancillary services (collectively, “Services”), may contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other website content owned,

operated, licensed, or controlled by the Company (collectively, “Materials”).

**You, the User** - As the User of this Site and/or Services, this Agreement will refer to the User as “You” or through any second-person pronouns, such as “Your,” “Yours,” etc. Hereinafter, the User of the Site and/or Services shall be referred to in applicable second-person pronouns.

This Agreement is a legal contract between You and the Company. You shall treat it as any other legal contract by reading its provisions carefully, as they will affect Your legal rights. By accessing the Site or using the Services in any manner, You are deemed to have read, understood and agreed to be bound by all of the terms contained in this Agreement. You may not pick and choose which terms apply to You. If You do not agree with all of the terms in this Agreement, You shall cease all access and use of the Site and any other Services provided by the Company. Nothing in this Agreement is intended to create any enforcement rights by third parties.

#### *Consideration*

Consideration for Your acquiescence to all of the provisions in this Agreement has been provided to You in the form of allowing You to use Our Site and Our Services. You agree that such consideration is both adequate, and that it is received upon Your viewing or using any portion of any of Our Site(s) and/or Services.

#### *Consent Required*

Nobody is authorised to access this Site or use the Services unless they have agreed to this Agreement. Such consent does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by various jurisdictions’ laws. You manifest Your agreement to this Agreement by taking any act demonstrating Your assent thereto. Most likely, You have

clicked or shall click a button containing the words “I agree to these Terms & Conditions” or some similar syntax. You shall understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If You click any link, button, or other device provided to You in any part of Our Site’s interface, then you have legally agreed to all of these Terms and Conditions. Additionally, by using any part of Our Site or Services in any manner, including the Exchange, You understand and agree that such use constitutes Your affirmation of Your complete and unconditional acceptance to all of the terms in this Agreement. Even if You fail to sign this Agreement, You understand and agree that You are still bound by the terms of this Agreement by virtue of Your viewing the Site or using any portion of the Site or Our Services.

#### *Illegal or Fraudulent Activity*

If You are seeking information regarding any illegal activities, or seeking to engage in any illegal or fraudulent financial activity, please leave this Site immediately and do not attempt to use the Services. You acknowledge that You are aware of the legality of using Our Services in your relevant local jurisdiction, and You agree that You shall not use the Services, including the Exchange, if such use is prohibited or otherwise violates the laws of Your state, province, country, or other jurisdiction.

**Fraudulent Use of Funds:** We take fraud very seriously. To the extent that the Site or Services allow the use of funding, discovery that any User has used a stolen or fraudulent funding method **MAY** result in the notification of the appropriate law enforcement agencies and termination of such User’s account.

#### *Amendments to Agreement*

From time to time, We may revise this Agreement. We reserve the right to

do so, and You agree that We have this right. Your continued use of the Site and the Services shall be deemed acceptance of the then prevailing terms and conditions. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the parties intend that the prior, effective provisions of this Agreement be considered valid and enforceable to the fullest extent, and all remaining provisions shall remain in full force and effect. You agree to periodically re-visit this web page prior to Your use of the Site and the Services.

#### *Waiver*

If You fail to periodically review this Site and Agreement to determine if any of the terms have changed, You assume all responsibility for your failure to do so and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your legal rights.

#### *Users & the Exchange*

All Users/Guests may access certain public areas of the Site; however, only registered Users may use the Exchange or ancillary services. You understand that all We are providing You is access to Our Services as We provide them. You need to provide Your own access to the Internet, and any Internet access or other fees that You incur to access Our Site and use Our Services are Your sole responsibility. We are not providing any hardware nor software to You – and You need to purchase or license the necessary hardware and software to access the Site and Services. This Agreement covers all public and non-public areas of the Site.

### *The "Account"*

In order to use the Exchange, You must create an account with Us (the "Account"). Your Account shall be used to store various virtual currency amounts as deposited by You. In creating Your Account, You may be asked to provide certain registration details or other information. In order to verify Your identity, some of this information may be personal, private or detailed. In connection with completing the online registration form, You agree to provide true, accurate, current and complete information about Yourself and provide evidence thereof for verification as prompted by the registration form (such information being the "Registration Data"); and You further agree to maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while You are a User. While We use reasonable efforts to protect the personal information of others from inadvertent release or misappropriation, We are not responsible for the intentional or criminal acts of third parties such as hackers or "phishers."

### *Amendments to Account info*

You shall promptly inform Us of all changes, including, but not limited to, changes in Your address and changes in any virtual or fiat currency account used by You in connection with the Site and Services, and provide evidence thereof if applicable. If You provide any information that is untrue, inaccurate, not current or incomplete, or if We or any of Our authorised agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate Your Account and refuse any and all current or future use of the Site and Services, as well as subject You to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use the Site or the Services.

### *Account Responsibility*

You are entirely responsible for any and all activities conducted through Your Account. You agree to notify Us immediately of any unauthorised use of Your password or FYB Code as well as of any other breach of security. While We may implement certain monitoring procedures designed to alert Us to fraudulent activity, We are not responsible for any unauthorised use of Your account, and You agree that You are responsible for such unauthorised use and for protecting the confidentiality of Your password.

### *Usage of Account*

Control or use of Your Account may not be transferred, leased, assigned or sold to a third party. We disclaim any and all liability arising from fraudulent entry and use of the Site, Exchange, and other Services. If a User fraudulently obtains access to Your Account or the Exchange, We may terminate the User's access and membership immediately and take all necessary and appropriate actions under applicable federal, state, and international laws.

### *Account Password*

As part of Our security measures and Policies, please note that We shall never ask You, for any reason, whether by E-mail, regular mail or telephone, to disclose Your Account password. We shall never send You embedded links in an E-mail requesting that You sign onto the Site by clicking such a link. If You receive an embedded link in an E-mail, claiming to be from Us, You should not open it or click the link. The E-mail is not from Us and is likely to be fraudulent. Never give Your Account password to anyone whom You do not intend to authorise to use Your Account.

### *Third Party Information*

In order to provide You with the Services, including the Exchange, You may also be required to disclose certain other third-party account information to Us, including, without limitation, your Bank account number, your Bitcoin

addresses and related information. As indicated elsewhere in this Agreement, We are not responsible for any unauthorised use of Your Account with Us or any third-party accounts which You use in connection with the Exchange.

### *Funding*

After creating Your Account with Us, You will be able to fund Your Account by transferring, for example, XBT/BTC from Your accounts with such third party virtual currency providers into accounts operated by the Exchange and/or other Users of the Exchange. No fees are charged by Us for funding Your Account; however, third parties, such as your bank, may charge transaction and other fees.

For example, to fund Your Account with 1 XBT/BTC, You would use the third-party Bitcoin software to transfer Your own pre-existing 1 XBT/BTC to the Exchange's Bitcoin address for the client account. The Exchange would then credit Your Account with 1 XBT/BTC on the Exchange's ledger, and You would be able to trade those XBT/BTC for SEK on the Exchange.

### *Trading*

After Your Account has been funded, You may begin to trade Your virtual currency with other Users. Trading is accomplished via bids and asks to buy and sell virtual currency. Specific examples and illustrations of how trading works may be found on the Site. We are not responsible for any disputes among or between Users regarding any transaction. Matching bids and asks to buy and sell virtual currency are automatically paired by the Exchange, and the Exchange will notify the respective Users that the order has been executed. Once a match is made, the order is executed and cleared instantaneously. You should only place a bid or ask to buy or sell if You fully intend to complete the transaction. Users may only sell as much virtual

currency as is recorded by Us in the Exchange ledger plus the applicable Transaction Fee. Any attempt by You to sell more virtual currency than Our records show exists in Your Account after deduction of the applicable Transaction Fee will result in an unsuccessful trade and may be grounds for termination of Your Account. Once an order has been executed and the appropriate currencies have been credited and debited from the Users' Accounts, there is no way to reverse the transaction. The Exchange simply matches bids and offers put forth by Users and assists Users with carrying out the intent of the User as expressed via the bid(s) ask(s).

### Commission

In order to provide the Site, Exchange, and other Services to You, We charge a commission on each transaction initiated by Users of the Site ("Transaction Fee"). The current Transaction Fee may be found on Our Site. We reserve the right to change, modify or increase Transaction Fee from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on Our Site. If You do not agree to the posted changes, modifications, or increases, You may exercise Your right to cease doing business with Us. Your first use of Your Account following the posting of any changes or revisions to the terms of this Agreement or modified Transaction Fee as posted on the Site will constitute Your acceptance of all such changes or revisions. Transaction Fees are paid by both the buyer User and seller User in any given transaction. The XBT/BTC buyer will be charged a fee in SEK and the XBT/BTC seller will be charged a fee in XBT/BTC. Any fees charged by a third party, including any third party provider of virtual currency when moving such virtual currency in or out of the client account, will be charged to the User.

### Withdrawal of XBT/BTC

In addition to allowing Users to trade virtual currency, the Exchange allows Members to withdraw virtual currency upon request to Us. Users may withdraw all or some of their virtual currency, and there is no minimum amount of virtual currency required to maintain Your status as a User (however, as indicated above, You may only trade or sell virtual currency up to the amount shown as belonging to You in the ledger maintained by the Exchange). XBT/BTC currency will be transferred from the Exchange's account to Bitcoin address provided by the User. Withdrawals will generally be executed immediately, provided that larger withdrawals may take up to 24 hours to complete and that any withdrawal may be delayed as necessary to comply with applicable law and/or the Exchange's customer identification and other procedures.

#### *Transfer/Order History*

A statement of Your available currency balance and the status of Your Account is available to You in electronic format for viewing online anytime (subject to down times) at the Site. You may review online all transactions that have taken place.

#### *Errors*

If You believe that You have been erroneously charged a Transaction Fee, please notify Us immediately of such error, along with any additional information concerning the transaction. If We do not hear from You within thirty (30) days after such alleged erroneous Transaction Fee first appears on any Account statement, such fee will be deemed acceptable by You for all purposes.

#### **Termination of Your Account.**

In the event You choose to close Your Account, You may send us a notice and on such notice, a hold will be placed on Your Account to allow all pending transactions to clear, if any. After notifying Us of Your desire to close Your Account, You may use the Exchange to withdraw the remaining available currency associated with Your Account. A permanent hold will then be placed on your account, and it may not be reversed. All currencies appearing in the ledger and attributed to You must be withdrawn or otherwise sold or transferred before the closing of Your Account will be finalised.

We reserve the right at Our sole discretion to block access to or to suspend, close or terminate Your Account if:

- (i) You violate the terms and conditions of this Agreement, including but not limited to engaging in abusive or harassing behaviour;
- (ii) You fund Your Account using any source that You do not have the legal right from which to transfer funds;
- (iii) We have reasonable suspicion that You are directly or indirectly using Our Site, Exchange or other Services in violation of applicable law or regulation;
- (iv) We are directed by a regulatory authority, or a court of competent jurisdiction;
- (v) We are otherwise required to do so by applicable law or regulation;
- (vi) for any other reason in Our sole and absolute discretion. We are not responsible for any loss of currency or funds resulting from Your violation of the terms and conditions of this Agreement or from any government forfeiture.

Without limiting other remedies, We may immediately issue a

warning, temporarily suspend, indefinitely suspend, or terminate Your access and use of the Site and Services, including closing Your Account, at any time, with or without advance notice, if:

(i) We believe, in Our sole discretion, that You have breached any material term of this Agreement or the document(s) it incorporates by reference;

(ii) We are unable to verify or authenticate any information You provide to Us;

(iii) We believe, in Our sole discretion, that Your actions may cause legal liability for You, Our Users or Us; or

(iv) We decide to cease operations or to otherwise discontinue any services or options provided by the Site, Exchange, or parts thereof.

You agree that neither the Site nor any third party acting on Our behalf shall be liable to You for any termination of Your access to any part of the Site or Services.

You agree that if Your access is terminated by Us, You will not attempt to regain access to the Site, Exchange, or Services – using the same or different username – without prior written consent from Us.

#### *Service Interruption*

From time to time due to technological factors, scheduled software upgrades and other factors beyond or within Our control, the Site, Exchange, or other Services may be temporarily interrupted. You agree that We are not liable for any loss and damage arising from such interruption and to hold Us harmless against any such interruption of or inability to access the Site or Services.

#### *Notifications*

We reserve the right to send electronic mail or other messages to You and to other Members. The purpose of these communications may include but is not limited to:

- (i) Provide You with information concerning Your Account;
- (ii) Inform You about any of Our related products or services;
- (iii) Provide You with information about any item that We think, in Our sole discretion, may be of interest to You.

### Restrictions

You agree that You shall only use the Site and Services for Your personal use and for the purposes expressly permitted and contemplated by this Agreement. You may not use the Site and Services for any other purposes, including commercial purposes, without Our express prior written consent.

Without Our express prior written authorisation, You may not:

- (i) Duplicate any part of Our Site or the Materials contained therein or received via the Services (except as expressly provided elsewhere in this Agreement);
- (ii) Create any derivative works based on Our Site or any of the Materials contained therein or received via the Services, and You agree and stipulate that any and all derivative works are NOT 'fair use';
- (iii) Use Our Site or Services, or any of the Materials contained therein, for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT 'fair use';
- (iv) Re-distribute Our Site or any of the Materials contained therein or

received through the Services, and You hereby agree and stipulate that any and all such uses are NOT 'fair use';

(v) Remove any copyright or other proprietary notices from Our Site or any of the Materials contained therein;

(vi) Frame or utilise any framing techniques in connection with Our Site or any of the Materials contained therein;

(vii) Use any meta-tags, pay-per-click advertising, or any other 'hidden text' using Our Sites' name or marks;

(viii) "Deep-link" to any page of Our Site, or avoid agreement to the Sites' Terms & Conditions; You may only link to the main entry page;

(ix) Circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Services (including the theft of usernames and passwords or using another persons' user name and password in order to gain access to a restricted area of the Site);

(x) Use any data mining, bots, scrapers or similar data gathering and extraction tools on the Site or in conjunction with the Services;

(xi) Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or Services or any of Your rights to access and use the Materials or Services as granted specifically by this Agreement;

(xii) Use Our Services for any commercial purpose unless expressly agreed to by Us in writing and at Our sole discretion. Without such consent by Us, Your use of the Site and Services is for personal use;

(xiii) Use Our Services to impersonate any other User or person;

(xiv) Use any material or information in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;

(xv) Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's property;

(xvi) Restrict or inhibit any other User from using and enjoying the Services;

(xvii) Harvest or otherwise collect information about others, including e-mail addresses or other personally-identifiable information;

(xviii) Violate any applicable laws, policies, or regulations;

(xiv) Do anything that may adversely affect proper operation of the Site, the Services and the reputation and goodwill of the Company.

#### *Disclaimer*

We do **NOT** provide or issue Our Users any virtual currency whatsoever. All virtual currency, including but not limited to bitcoins ("XBT" or "BTC") exchanged or traded by and between Our Users originates from the Users themselves. The Company does not have access to any third party accounts used by Users to obtain virtual currency. All currencies transferred to Us by Users for use with the Exchange are held in the Users' account controlled by the Exchange. The Exchange maintains an internal ledger recording how much virtual currency each User possesses in their client account, and all transactions between Users are based on such ledger. Your account and any available fiat currency shown therein are not credit cards, bank accounts, or deposits.

Your account with Us is NOT a bank account. Our services are not financial instruments. No interest will be paid on any funds or currency You use to purchase or trade for any other currency with other Users, and such currency is not insured by the company or any government agency. You expressly agree that use of the Site, Exchange, and Services is at Your own and sole risk. All currency traded or purchased by You will be associated with Your account until used to trade with other Users or until withdrawn by You.

We make no representations or warranties that the Site, Exchange, and Services, or any Materials contained therein, will be uninterrupted, timely, secure, or error free; nor do We make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site, Exchange, and Services or any of the materials contained therein.

We are not responsible for any loss or damage incurred by You as a result of Your use of Our Services or for Your failure to understand the nature of virtual currencies or the market for such currencies. All We are providing You is a method by which You can exchange, trade, and/or store certain virtual currencies, and We make no representations or warranties concerning the value, stability, or legality of virtual currencies.

The provision of any services which are in violation of any laws is strictly prohibited. If We determine that You or any User has provided or intends to engage in any activity or provide any services or material in violation of any law, Your ability to use the Site, Exchange, and Services will be terminated immediately without any reimbursement of any payment or fees You may have made to Us. We reserve the right, in Our sole discretion, to cooperate with law enforcement upon legal request and/or advisement of an attorney. We do hereby disclaim any liability for damages that may arise from any User providing any material or services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for Us should You violate any law.

Save as permitted to the maximum extent by applicable laws, in no event shall We be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any persons' use, misuse, or inability to use the Site, Exchange, Services, or any of the materials contained therein, even if We have been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement and Your use of the Site and the Services, whether such liability is asserted on the basis of contract, tort or otherwise, even if We have been advised of the possibility of such damages.

We make no representation that the Site, Exchange, Services or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Site, Exchange and Services from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

You understand and agree that, due to technical and other restrictions, the virtual currency values displayed on Our Site may be delayed and therefore not reflect the current, live market value of such currency. Nonetheless, you agree that the values displayed on Our Site control Your Account and Your use of the Site and Services, including the Exchange.

This Agreement, together with Our Privacy Policy, constitutes the entire agreement between the parties with respect to Your access and use of the Site, Exchange, Services and the Materials contained therein, and Your use of the Site and Services, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.

*Binding Arbitration*

If a dispute arises between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either Party must submit the issue to binding arbitration in accordance with applicable Arbitration Ordinance. Claims subject to arbitration (“Arbitral Claims”) shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims by Us under applicable worker’s compensation law, unemployment insurance claims, intellectual property claims (including but not limited to claims involving copyrights, trademarks, patents, unfair competition, and/or trade secrets), along with actions (regardless of the underlying cause of action) by Us seeking injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be conducted in a competent jurisdiction of Our choice, in a convenient location agreed to by the parties, or absent such agreement, selected by the Arbitrator. The arbitration shall be conducted by a single arbitrator, knowledgeable in Internet and e-Commerce disputes. The arbitrator shall be willing to execute an oath of neutrality.

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