

## FIFO USER AGREEMENT

### PARTIES

This is a contract between:

FIFO, Ltd ("**FIFO**"), a private limited company incorporated in England and Wales, company number 11164834 whose registered office is Andrew James House, Bridge Road, Ashford, Kent, England, TN23 1BB; and

You (the "**User**") by signing up to use and open an account through [www.getfifo.io](http://www.getfifo.io) or any of our associated websites, APIs, or mobile applications, agree that they have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as the FIFO privacy policy.

This Agreement (including documents incorporated by reference herein) comprise the entire agreement between you the user and FIFO.

### KEY DEFINITIONS

" <b>Funds</b> "	Digital Asset and/or Legal Tender (FIAT currencies)
" <b>Legal Tender</b> "	National currencies, that may be used in connection with a purchase or sale of Digital Assets
" <b>FIFO Account</b> "	User account accessible via FIFO Services where Funds may be stored on behalf of a user
" <b>Digital Asset</b> "	Crypto currencies and digital assets that may be purchased, sold or traded via FIFO Services
" <b>E-Wallet</b> "	Digital wallet used to store digital assets and legal tender
" <b>E-Money</b> "	Funds available in the E-Wallet for trading
" <b>E-Currency Transaction</b> "	Digital Asset transaction

### FIFO SERVICES

FIFO provides users with a simple and convenient way to trade digital assets ("**FIFO Services**"), and to trade one type of digital asset for another type of digital asset. Users may also use FIFO services to purchase and sell digital assets directly from and to FIFO. The following FIFO Services are provided to users by FIFO:

1. A hosted digital wallet enabling to store digital assets & legal tender "**E-Wallet**" and "**E-Money**".
2. One or more hosted digital currency E-Wallets enabling users to store, track, transfer, and manage balances of certain supported digital assets,
3. A Digital Asset conversion service enabling users to buy and sell Digital Assets
4. Certain "**Payment Services**" enabling users to send and receive E-Money.
5. Digital currency exchange enabling users to obtain prices for transacting in Digital Assets.
6. A full list of FIFO UK's fees can be found on [Fees Schedule](#).

### TRADING RISKS

Users should note that the risk of loss in trading or holding Digital Assets can be substantial. Digital Currency Services are not currently regulated by the Financial Conduct Authority or any other regulator. Users should therefore carefully consider whether trading or holding Digital Assets and if they are suitable taking into account their own personal financial condition and requirements.

## FIFO ACCOUNT

For users to be eligible to for a FIFO account and to use the FIFO Services, the must be at least 18 years old. In addition, users further represent and warrant that they:

1. have not previously been suspended or removed from using FIFO Services;
2. have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which they are a party;
3. are not located in, under the control of, or a national or resident of any **Restricted Locations**,
4. will not use FIFO Services if any applicable laws in the users' local jurisdiction prohibit the user from doing so in accordance with these attached terms;
5. will not Engage in illegal activities, lie, or do anything that would cause damage to FIFO services or systems.

FIFO may restrict or prohibit use of the FIFO Services in certain foreign jurisdictions (Restricted Locations). If users are registering to use the Services on behalf of a legal entity, they represent and warrant that: the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and that the user is duly authorized signatory for the legal entity to act on its behalf.

In order to use the FIFO Services, users will need to register for a FIFO account ("**FIFO Account**") by providing their name, e-mail address, password, and accepting the terms of this Agreement and our **Privacy Policy**. FIFO may, in its sole discretion, refuse to open a FIFO Account for a user, or limit the number of FIFO Accounts that a user may hold.

When users create a FIFO Account, they agree to:

1. create a strong password and provide accurate and truthful information;
2. maintain and promptly update the FIFO account information
3. maintain the security of the FIFO Account by protecting the password and restricting access
4. promptly notify FIFO if they discover or otherwise suspect any security breaches
5. take responsibility for all activities that occur under the account and accept all risks of any authorized or unauthorized access

Users agree to provide FIFO with the information FIFO request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information.

Users will need to complete certain verification procedures before they are permitted to use the FIFO Services and their access to one or more FIFO Services. Information FIFO request may include certain personal information, including, but not limited to, the user name, address, telephone number, e-mail address, date of birth, taxpayer id, government id, and bank information. In providing FIFO with this or any other information that may be required, the user confirms that the information is accurate and authentic. Users agree and are responsible to info FIFO of any changes to the information they provide to FIFO.

Users grant FIFO permission to make inquiries, directly or through third parties, to verify users' identity or protect the user against fraud or other financial crime, and to take action FIFO reasonably deem necessary based on the results of such inquiries. When FIFO make inquiries, the user acknowledges and agree that personal information may be disclosed to credit reference and fraud prevention or financial crime agencies. The verification process may on occasion delay the user from using further FIFO Services and/or before permitting the user to complete transactions.

FIFO may require users to submit additional information about themselves or business. FIFO reserve the right to charge users costs and fees associated with such Enhanced Due Diligence. FIFO will notify the user in advance.

## PAYMENT SERVICES

Users can load funds into their E-Wallet using one of the payment methods available via the FIFO Site, such as a credit or debit card, or bank transfer. When users "load" funds into the E-Wallet they will be issued with E-Money. The E-Wallet is not a deposit account which therefore means that users E-Money will not be afforded protected by the Financial Services Compensation Scheme. FIFO however will hold funds received in a designated account with a regulated financial institution. E-Money held in an E-Wallet does not earn any interest.

Users are solely responsible for their External Account, and users agree to comply with all terms and conditions applicable to any External Account. Timing associated with loading funds depend in part upon the performance of third parties responsible for maintaining the applicable External Account, FIFO makes no guarantee regarding the amount of time it may take to load Funds into a user FIFO Account.

Users can make redemptions of all or part of the E-Money held in their E-Wallet at any time by selecting the relevant option in the FIFO Site and following the instructions. Funds will be transferred to the bank account the user has registered with FIFO. On termination, FIFO will repay any E-Money remaining in the users E-Wallet and transfer funds to the users' bank account registered with FIFO. FIFO may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, this on occasion may mean users are prevented or delayed from withdrawing E-Money.

Users will be able to see their E-Wallet balance and their transaction history using the FIFO Site, this will include:

1. the amount (and currency) of each Digital Currency Purchased,
2. Reference to identify the payer and / or payee (as appropriate),
3. Any fees charged or associated with the transaction
4. the exchange rate where appropriate, and the amount in the base currency
5. date of each Digital Currency Purchase.

Instructions received on a non-business day or after 4:45 pm (GMT) on a business day may be treated as if they were received by FIFO on the following business day.

To purchase Digital Assets using E-Money, users must follow the relevant instructions on the FIFO Site. A purchase of Digital Asset using E-money should occur on the business day FIFO receive the users' instructions.

On receipt by FIFO from users giving instructions to purchase Digital Assets using E-Money, those instruction cannot be withdrawn, users consent to that purchase.

Where a purchase of Digital Assets and / or redemption of E-Money is initiated from a E-Wallet using users' credentials, FIFO will assume that the user authorised such transaction, unless the user notifies FIFO otherwise. If users believe a particular transaction was incorrectly carried out, users must contact FIFO as soon as possible and no later than 1 month after the relevant transaction occurred, either by email to [support@FIFO.io](mailto:support@FIFO.io) or by phone on +44 XXX XXX XXXX. FIFO are not responsible for any claim for unauthorised or incorrect transactions unless users have notified FIFO in accordance with this agreement.

If an unauthorised transaction occurs, FIFO will endeavour to refund the user the amount of that transaction within three business days and restore the users E-Wallet to the state it would have been had the unauthorised transaction not taken place. Generally, users will not be liable for losses incurred after they have notified FIFO of the unauthorised use of a users' E-Wallet. Please note if you as the user are fraudulent or intentionally negligent in carrying out obligations under this Agreement, users will be liable for all resultant losses incurred by them as the user and FIFO.

Users will also be liable for the first £250 of any losses incurred in respect of an unauthorised transaction which arises from the use of a lost or stolen credentials. If a dispute between FIFO and the users occurs regarding an unauthorised transaction, FIFO may at its own discretion temporarily credit a users' E-Wallet whilst FIFO settle the dispute. User will also be liable to FIFO for any E-Money they have transferred which was temporarily credited to the users E-Wallet.

Transaction made incorrectly (by an error by FIFO) shall be refunded to user in full without undue delay and restore the users E-Wallet to the state in which it would have been had the transaction not have taken place. Irrespective of any liability associated with a users' request, FIFO will endeavour to trace any incorrect or incomplete transaction initiated by the user at no cost, however FIFO cannot guarantee that they will be able to trace such transactions.

Users may appoint appropriately regulated third parties to access their E-Money Wallet. If users do, they should be aware that by virtue of such access, that third party may access their transactional and other data, and / or may initiate transfers from their E-Wallet.

FIFO may refuse access to regulated third parties for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to a users' E-Money Wallet. In such cases, unless FIFO are prohibited by applicable law, FIFO will inform users that that third party's access has been denied and the reasons why. FIFO will permit access again once FIFO are satisfied that the reasons for refusing access no longer exist.

Users give explicit consent to FIFO accessing, processing and retaining any personal information provided to us for the purposes of FIFO providing payment services. This consent is not related to, and does not affect, any rights or obligations FIFO or the user have in accordance with data protection laws and regulations.

Users can withdraw their consent to FIFO providing payment processing services at any time by closing their account with FIFO. However, FIFO may retain and continue to process users' personal information for other purposes. Users should refer to FIFO Data Protection section and the [Privacy Policy](#) for further information about how FIFO process users personal data, and the rights users have in respect of this.

## CRYPTO SERVICES

**General.** Users E-Wallet enables Users to trade Digital Assets, request, receive and store Digital Assets, and request third parties for funding by giving instructions through the FIFO Site (each transaction is a "**E-Currency Transaction**"). Users acknowledge and agree that FIFO is not acting as the user's broker, intermediary, agent, or advisor or in any fiduciary capacity, no communication between the parties or information provided to users shall be considered or construed as advice.

FIFO will process E-Currency Transactions in accordance with the instructions FIFO receive from each user. Users should verify all transaction information prior to submitting instructions to FIFO. FIFO do not guarantee the identity of any user, receiver, requestee or other party. E-Currency Transactions cannot be reversed once they have been broadcast to the relevant Digital Currency network.

If users initiate an E-Currency Transaction by entering the recipient's email address and the recipient does not have an existing FIFO Account, FIFO will invite the recipient to open a FIFO Account. If the recipient does not open a FIFO Account within 30 days, FIFO will return the relevant Digital Asset to the users E-Wallet.

Once submitted to a Digital Currency network, an E-Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. An E-Currency Transaction is not complete while it is in a pending state. Digital Assets associated with E-Currency Transactions that are in a pending state will be designated accordingly and will not be included in the users' E-Wallet balance or be available to conduct E-Currency Transactions.

Once a user executes an E-Currency Transaction, a confirmation will be electronically made available via FIFO Services detailing the particulars of the E-Currency Transaction. Users acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of the E-Currency Transaction.

FIFO may charge network fees (miner fees) to process a E-Currency Transaction on the users' behalf. FIFO calculate the network fee at their discretion, although FIFO will always notify users of the network fee at or before the time users authorise the E-Currency Transaction. A full list of FIFO UK's fees can be found on FIFO [Fee Schedule](#). Please note FIFO may refuse to process or cancel any pending E-Currency Transaction as required by law or any court or other authority to which FIFO is subject in any jurisdiction.

FIFO Crypto Services are available only in connection with those digital assets that FIFO supports, and this may change from time to time. Under no circumstances should users attempt to use their E-Wallet to store, send, request, or receive Digital Assets in any form that FIFO do not support. FIFO assume no responsibility or liability in connection with any attempt by a user to use their E-Wallet for unsupported Digital Assets.

FIFO securely store Digital Assets private keys, which are the means by which users can securely approve an E-Currency Transaction. FIFO securely store private keys under their control using a combination of online and offline storage, as a result, it may be necessary for FIFO to retrieve certain information from offline storage in order to facilitate an E-Currency Transaction in accordance with user instructions, users therefore acknowledge that this may delay the initiation or crediting of E-Currency Transactions.

FIFO have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that users may purchase or sell to or from a third party (including other users of FIFO Digital Crypto Services). FIFO are not responsible for ensuring that a third-party buyer or a seller a user transacts with will complete the transaction or is authorised to do so. If users experience a problem with any goods or services purchased from, or sold to, a third party using a FIFO service, or if the user has a dispute with such third party, users should resolve the dispute directly with that third party. If users believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if they cannot adequately resolve a dispute with a third party, the user may notify FIFO Support at [support@FIFO.io](mailto:support@FIFO.io) so that FIFO may consider what action to take, if any.

FIFO do not own or control the underlying software protocols which govern the operation of Digital Assets supported on the FIFO platform. The underlying protocols are open source and anyone can use, copy, modify, and distribute them. FIFO assume no responsibility for the operation of the underlying protocols and FIFO are not able to guarantee their functionality, security, or availability.

Users acknowledge and accept the risk that underlying software protocols relating to any Digital Assets users store in their E-Wallet may change. FIFO where possible, may provide users with notices or alerts. It is the users' responsibility to make themselves aware of, and consider how to deal with, upcoming changes. In the event of a change, there is a risk that FIFO may need to temporarily suspend operations in relation to that change without providing advance notice to users.

#### **EXCHANGE SERVICES.**

The Digital Currency Exchange Service enables users to buy Digital Assets using:

- E-Money from / into the users E- Wallet; and / or
- Legal Tender supported by FIFO.

Users may purchase or sell supported Digital Assets via their E- wallet. The purchase or sale authorises FIFO to debit or credit the FIFO account accordingly, FIFO will attempt to reflect the purchase or sell as promptly as possible.

Users may purchase supported Digital Currency by linking a valid payment method, such as a credit or debit card, to their E-Wallet. Users authorise FIFO to debit funds using a users' selected payment method(s) to complete their purchase. Although FIFO will attempt to deliver Digital Assets to users as promptly as possible, funds must be cleared in the users E-Wallet before the status of their E-Currency transaction is shown as complete and is delivered to the users E-Wallet.

Users may sell Digital Assets in exchange for Legal Tender supported by FIFO. FIFO will send these instructions as soon as reasonably possible.

Users clicking the "Buy" or "Sell" button on the FIFO Site, are authorising FIFO to initiate the transaction at the quoted Buy Price or Sell Price and agree to any associated Exchange Rate Fees.

User cannot cancel, reverse, or change any transaction marked as complete or pending. If the payment is not successful or if the payment method has insufficient funds, users by default authorise FIFO, in its sole discretion, either to cancel the transaction or to debit the users' other payment methods, including balances on the users' E-Wallet, in any amount necessary to complete the transaction. Users' are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid insufficient funds, or similar fees charged by a users' payment provider.

FIFO will make best efforts to fulfil all purchases of Digital Assets, but in some circumstances, FIFO may be unable to confirm, FIFO will notify the user and seek their approval to re-attempt the purchase at the current Exchange Rate.

**Purchase or sale of Digital Assets using E-Money or Legal Tender is subject to a fee (an "Exchange Rate Fee"). The applicable Exchange Rate Fee will be displayed in the users account prior to each transaction and is stated in each receipt FIFO issue to the users. A full list of FIFO UK's fees can be found on our [Fees Schedule](#).**

FIFO may refuse to complete, suspend, cancel or reverse a transaction a user has or block/terminate access to any or all of the FIFO Services, for any reason, including but not limited to:

1. Users of a FIFO Account are subject to:
  - a. pending litigation;
  - b. investigation,
  - c. government proceeding
  - d. risk of legal or regulatory non-compliance associated with a users' Account activity;
2. FIFO are required to do so by applicable law to which FIFO are subject in any jurisdiction;
3. FIFO reasonably suspect a user of acting in breach of this Agreement;
4. FIFO reasonably suspect a user to have breached a FIFO, or Conditional Use;
5. FIFO have concerns that a transaction is erroneous
6. FIFO have concerns about the security of the users FIFO Account
7. FIFO suspect the FIFO Services are being used in a fraudulent or unauthorised manner;
8. FIFO suspect money laundering, terrorist financing, fraud, or any other financial crime;
9. FIFO suspect that the valid payment method linked to the users E-Wallet is declined;
10. User actions that mean FIFO suspect the user of abusing the FIFO services

FIFO will refuse to complete a transaction that is authorised where there is insufficient E-Money in the users' E-Wallet or insufficient Digital Assets in their E-Wallet to cover the transaction including associated fees at the time that FIFO receive notification of the transaction.

Should FIFO refuse to complete a transaction or suspend or all FIFO services, FIFO will provide users with a notice for our actions and the reasons for such actions. Should FIFO refuse to complete a transaction or suspend a users' FIFO Account FIFO will lift the suspension as soon as reasonably practicable once a resolution has been reached. FIFO are under no obligation to reinstate a transaction at the same price or on the same terms as before any suspension occurred.

FIFO may suspend, restrict, or terminate users access to any or all of the FIFO Services and/or deactivate or cancel a users' FIFO Account, without reason by giving users one month's notice. Users agree that FIFO are under no obligation to disclose the details of the termination.

On termination of this Agreement, unless prohibited by applicable law to which FIFO is subject in any jurisdiction, a user may transfer Digital Assets or any Legal Tender balance in the E-Wallet(s) for up to a period of 60 (sixty) days after termination.

User may close their FIFO Account at any time by withdrawing all balances and funds and informing FIFO via the website, there is no charges for closing or cancelling a FIFO Account, although users will be required to pay any outstanding amounts owed on the account. Users authorise FIFO to cancel or suspend any pending transactions at the time of cancellation.

## DATA PROTECTION.

Users acknowledge that FIFO may process personal data in relation to each user, and personal data associated with other individuals, in connection with this Agreement, or the FIFO Services. Accordingly, user represent and warrant that:

- disclosure to FIFO of any personal data relating to individuals other than yourself as the user was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed;
- before providing any such personal data to FIFO, users have read and understood our [Privacy Policy](#), and in the case of personal data relating to an individual other than the user, the user has provided a copy of that [Privacy Policy](#) to that individual; and
- if from time to time FIFO provide users with a replacement version of the [Privacy Policy](#), users will promptly read that notice and provide a copy to any individual whose personal data has been provided to FIFO.

## LIABILITY

If users enter a dispute with one or more users of the FIFO Services, users agree that neither FIFO nor our affiliates or service providers, nor any of our respective officers, directors, agents, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes.

Users also agree to indemnify FIFO, our affiliates and service providers, and each of our or their respective officers, directors, agents, employees and representatives, in respect of any costs (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with any claims, demands or damages arising out of or related to the users' breach and / or our enforcement of this Agreement including without limitation the users breach of the following:

1. Restricted Uses (Appendix 1)
2. or User violation of any law, rule or regulation, or the rights of any third party

FIFO shall only be liable to users for loss (including a partial or total loss or reduction in value) or damage caused directly and reasonably foreseeable by FIFO breach of this Agreement and our liability in these circumstances is limited as set out below.

FIFO nor any affiliates or service providers, nor any of FIFO respective officers, directors, agents, employees or representatives, will be liable for any amount greater than the combined value of the Digital Assets / E-Money on deposit in users' E-Wallet at any given time. When considering a specific claim relating to a specific transaction this sum shall be limited to the amount of the transaction in dispute. (Maximum Liability)

In addition to the maximum liability, in no event shall FIFO, their affiliates or service providers, or any of FIFO or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

1. that does not stem directly from our breach of this Agreement;
2. which is in excess of that which was caused as a direct result of our breach of this Agreement
3. goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings.
4. use of hardware, software or data and / or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and / or any interruption in any such data;
5. expected revenue or gains, including any loss of anticipated trading profits and / or any actual or hypothetical trading losses. (note if a claim is that FIFO failed to process a buy or sell transaction properly, user damages are limited to no more than the combined value of the supported Digital Assets / E-Money at issue in the transaction, and that users may not recover for any "loss "of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell.

Limitation of liability is subject to any obligations that FIFO have under applicable law and regulation, including our obligation to exercise reasonable care and skill in the provision of the FIFO Services. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, deliberate misconduct, for death or personal injury resulting from either FIFO or FIFO subcontractor's negligence.

The FIFO services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically, FIFO disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. FIFO do not make any representations or warranties that access to the FIFO Site, any of the FIFO Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

Users acknowledge that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. Users acknowledge that FIFO shall not be responsible for any communication failures, disruptions, errors, distortions or delays the users may experience when trading via the Services, howsoever caused.

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

FIFO is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the users' computer or other equipment, or any phishing, spoofing or other cyber-attack.

FIFO are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are FIFO liable where the breach is due to the application of mandatory legal rules.

## **COMPLAINTS**

If user have any questions, or complaints, contact us via the website. When users contact FIFO please provide name, address, and any other information FIFO may need to identify you as the user, and any transactional information if the query relates to a trade.

In the event of a complaint, a support person will consider a complaint brought to their attention by a user. The support officer will consider the complaint without prejudice based on the information provided by the user. Within 20 business days of our receipt of the user's complaint the support officer will address all points raised in the complaint by sending the user an e-mail in which FIFO will detail the following;

1. offer to resolve the complaint in the way requested;
2. make a determination rejecting the complaint and the justifications for doing so; or
3. offer to an alternative remedy for the complaint.

Should the support officer require more time they will send the user a holding reply indicating the reasons for a delay in answering the complaint and specifying the deadline by which the Officer will respond to the complaint. Resolution offers become binding on both parties once accepted by all. An offer of resolution will not constitute any admission by FIFO of any wrongdoing or liability regarding the subject matter of the complaint.

## **ELECTRONIC SIGNATURE AND CONSENT**

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

## GENERAL TERMS AND CONDITIONS.

This Section applies to all transactions completed via FIFO Services, including user purchase and/or sale of Digital Assets directly from FIFO Services, and any transaction in which a user load Funds into their FIFO Account.

FIFO may, at any time and in their sole discretion, refuse any trade submitted via FIFO Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon users use of the Services without prior notice. For example, FIFO may limit the number of open orders that users may establish via the Services or FIFO may restrict trades from certain locations.

**Accuracy of Information.** User must provide any information required when creating a FIFO Account or when prompted by any screen displayed within the Services. Users represent and warrant that any information they provide via the Services is accurate and complete. Users are responsible for keeping their email address and telephone number up to date in their Account Profile in order to receive any notices or alerts that FIFO may send to them.

It is the users' responsibility to determine whether, and to what extent, any taxes apply to any transactions they conduct through the FIFO Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. User transaction history is available through the users FIFO Account.

FIFO grant users a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the FIFO Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by FIFO from time to time. Any other use of the FIFO Site or Content is expressly prohibited and all other right, title, and interest in the FIFO Site or Content is exclusively the property of FIFO and its licensors. Users agree not to 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. All logos related to the FIFO Services or displayed on the FIFO Site are trademarks or registered marks of FIFO or its licensors. Users may not copy, imitate or use them without our prior written consent.

FIFO intend to provide accurate and timely information on the FIFO Site, the FIFO 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 users with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, users should verify all information before relying on it, and all decisions based on information contained on the FIFO Site are sole responsibility of users, and FIFO 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 FIFO. Users acknowledge and agree that FIFO 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 FIFO Site.

In connection with user using the FIFO Services, other users and third parties, users agree to comply with the Restricted Uses in **Appendix 1**.

FIFO will notify of users of any changes to the Agreement relating to FIFO Services by email at least one months in advance. Once notified by the FIFO site, users will be deemed to have accepted the change if users do not notify FIFO prior to the date the change takes effect and continue to use the Services. If users do not accept the change, the Agreement will terminate at the end of the one-month notice.

Users may also end the Agreement immediately and free of charge with effect at any time before the expiry of the one-month notice. FIFO may make all other amendments to the Agreement by posting the revised Agreement on the FIFO Site, indicating when the revised Agreement becomes effective. Copies of the most up-to-date version of the Agreement will be made available in the FIFO Site at all times to users.

Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either the user or FIFO to be treated as the agent of the other party.



If users suspect that their FIFO Account or any of their security details have been compromised or they become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you the user or FIFO they must notify FIFO Support as soon as possible by email at [support@FIFO.io](mailto:support@FIFO.io) or by calling FIFO on +44 203 xxx xxxx. Users must take any steps that FIFO reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of any matter.

If FIFO hold E-Money or Digital Assets, and FIFO are unable to contact the user and have no record of their use of the FIFO Services for multiple years, applicable law may require us to report the E-Money or Digital Assets as unclaimed to the authorities in certain jurisdictions. FIFO will endeavour to locate the user at the address shown in our records, but if FIFO are unable to do so, FIFO may be required to deliver any such E-Money or Digital Assets to the authorities in certain jurisdictions as unclaimed. FIFO reserve the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

This Agreement is personal to the user and therefore users cannot transfer or assign rights, licenses, interests and/or obligations to anyone else. FIFO may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving FIFO.

This Agreement and any information or notifications that both parties need to provide should be in English.

User must not create security over their E-Money or Digital Currency.

If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provisions. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, will continue to be binding and operate after the termination or expiration of this Agreement.

Unless otherwise indicated by FIFO, all copyright and other intellectual property rights in all content and other materials contained on FIFO website or provided in connection with FIFO Services, including, without limitation, FIFO logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "FIFO Materials") are the proprietary property of FIFO or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.

This Agreement will be construed in accordance with and governed by the laws of the Country of England.

Users and FIFO agree to arbitrate any dispute arising from these Terms and Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Both parties agree to notify each other in writing of any dispute within thirty (30) days of when it arises.

## APPENDIX 1: RESTRICTED USE

Users may not use their FIFO Account to engage in the following categories of activity. The specific types of use listed below are representative, but not exhaustive. If a user is uncertain as to whether or not the use of FIFO Services is restricted, please submit a request via the FIFO site to support.

Opening a FIFO Account, a user confirms that they will not use the Account to do any of the following:

- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access FIFO Services or to extract data
- Conduct an activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where FIFO conducts business.
- Attempt to circumvent any content filtering techniques FIFO employ, or attempt to access any service or area of our services that users are not authorized to access
- Initiate actions which impose an unreasonable or disproportionately large load on FIFO infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the FIFO Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the FIFO Site, other FIFO Accounts, computer systems or networks connected to the FIFO Site, through password mining or any other means; use FIFO Account information of another party to access or use the FIFO Site.
- Purposely interfere with another individual's or entity's access to or use of any FIFO Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the FIFO Site about others, including without limitation email addresses.
- Commit an act which operates to defraud FIFO, FIFO users, or any other person; provide any false, inaccurate, or misleading information to FIFO
- 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 FIFO intellectual property, name, or logo, including use of FIFO trade or service marks, without express consent from FIFO or in a manner that otherwise harms FIFO or the FIFO brand; any action that implies an untrue endorsement by or affiliation with FIFO.

## APPENDIX 2: ELECTRONIC COMMUNICATIONS

Users agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that FIFO provide in connection with their FIFO Account and their use of FIFO Services. FIFO will provide these Communications to the user by posting them on the FIFO website, emailing them to the user at their primary email address.

It is the user responsibility to provide FIFO with a true, accurate and complete e-mail address and their contact information, and to keep such information up to date. Users understand and agree that if FIFO sends an electronic Communication but the user did not receive it because their primary email address on file is incorrect, blocked, or the user are otherwise unable to receive electronic Communications, FIFO will be deemed to have provided the Communication to the user.