

## ICO terms and conditions

We kindly advise you to read the Terms and Conditions (henceforth – “T&C”) carefully before start using the website <https://www.fortfc.com/>, as it could affect your further obligations and legal rights, including, but not limited to waivers of rights and liability limitations. If you want to participate in the upcoming FortFC Initial Coin Offering (henceforth – “ICO”), you shall read T&C and accept them. If you somehow do not agree with T&C, you shall not use Website or anyhow being involved in #FortFC Token (FFCT) investment or purchasing.

### 1. Definitions.

1.1. Client - an individual or legal entity who fully acknowledges and accepts the terms of present agreement in order to start using the services offered by FortFC (hereinafter – “Company”).

1.2. Account – an account registered and created by the Client on the Company’s website in order to participate in FortFC ICO, invest or purchase #FortFC Token (FFCT). The Client get access to an account upon registration on <https://fortfc.com>. Only authorized clients are allowed to purchase #FortFC Token (FFCT) under the terms stated in present agreement.

1.3. Agreement – the terms and conditions specified in present agreement as well as the operating rules, policies, legal documentations and procedures published on the Company’s website (including privacy policy, cookies policy and etc. but not limited to).

1.4. Blockchain - an instantly growing list of records, named blocks which are linked and secured using cryptography method. As a rule, each block typically contains previous block’s cryptographic hash a timestamp and transaction data.

1.5. FortFC Initial Crypto Offering – the period of ICO campaign from 19 of October 2018 and to 31 of May 2019 during which the client is able to purchase #FortFC Token (FFCT).

1.6. #FortFC Token (FFCT) – type of a cryptographic token, digital resource especially created by the Company as a proof of holder’s participation in FortFC ICO campaign (not legal entity). The whole token’s scheme is based on ecosystem of Ethereum – well-proven and worldwide recognized cryptocurrency used by number of traders and investors all over the globe since its official release at 30 July of 2015. The campaign itself shall not be considered as any securities and any of its kind. #FortFC Token (FFCT) are the coins which will be used in the FortFC platform.

1.7. The Company, FortFC ICO and other possible definition forms – any potential references to the website <https://fortfc.com> and the corporate entity of FortFC ICO shall not be deemed or regarded as a partner, employer or any kind of agent for any Client.

1.8. Hereby we notify you that the marketing budget is to be drawn up using the part of funds collected during Pre-ICO period.

## **2. General Terms.**

2.1. This agreement and its supplements are concluded between the Company and a Client who wills to use Company’s services and agrees to provide the personal primary data by means of registration form on the Company’s website.

2.2. The present agreement refers to the trading services in the cryptocurrencies markets offered by the Company as well as to the settlement payments, rights and liabilities.

2.3. Procedure for present agreement entering:

2.3.1. The agreement concluded between the Company and the Client comes into effect right after the profile is registered on the Company website.

2.3.2. This agreement shall last for an indefinite period.

2.3.3. By registering the profile, the Client agrees and accepts the present agreement and its supplements stated in present agreement.

2.4. Procedure for agreement termination:

2.4.1. The party that initiates the present agreement termination shall notify the other side in written form using the ticketing system or e-mail.

2.4.2. The Company stops serving the Client's accounts under the provisions of this agreement as soon as it is possible.

2.4.3. The present agreement shall be considered as the terminated one as soon as the Client's profile is blocked.

2.4.4. The present agreement termination doesn't nullify the financial responsibilities of the parties upon the current agreement.

2.4.5. The Client agrees to the fact that the Company reserves the right to amend any treaties to the present agreement. The newly added changes come into effect right after the Company informs of that fact the Client by any of the communication channels specified in Clause 5 of the present agreement.

2.4.6. The present agreement renewing means the automatic confirmation by both the Client and the Company the conditions described in updated redaction. In case of non-agreement by any of the sides the agreement termination procedure must be initiated in accordance to a new redaction conditions.

2.4.7. Any of the parties is eligible to unilaterally refuse the execution of the agreement notifying in advance the other side no less than 15 (fifteen) business days of the presumed date of agreement termination.

2.4.8. The financial and trading activities data of the Client shall be stored for at least 5 (five) years after the agreement termination in accordance to Know Your Customer and Anti-Money Laundering and Counter-Terrorism Financing policies.

2.5. The Company's working hours are twenty-four five: from 00:00 at Monday and to 24:00 at Friday by EET (Eastern European Time: GMT+2 at winter, GMT+3 at summer).

2.6. Inherent part of the present agreement are the legal documentations as well as the information available on the official Company website. In case of information conflicts between different sources the priority remains after the legal documentations.

2.7. By using the website, the Client shall confirm that is of an age of majority to conclude the agreement, meet all the eligibilities, residence and jurisdiction requirements and is fully able and competent to start using the Company's services and aware of all potential risks associated with cryptographic tokens, cryptocurrencies and Blockchain-based systems use as well as the presence of necessary and required experience to deal with tokens, cryptocurrencies and Blockchain-based systems and full understanding of its frameworks.

### **3. Sale of #FortFC Token (FFCT).**

3.1. The Client is able to purchase #FortFC Token (FFCT) during FortFC ICO campaign and after the campaign by means of different exchanges.

3.2. #FortFC Token (FFCT) presence serves as the holder's proof of participating in FortFC ICO. #FortFC Token (FFCT) provides the owner such features as free circulation in exchange markets, possibility to pay for services using tokens as well as taking part in developing and as a consequence further increasing of #FortFC Token (FFCT) market potential and cost.

- 3.3. Any Client who wills to purchase #FortFC Token (FFCT) shall follow the instructions listed in Personal Cabinet on the Company's website using the credentials received after the registration.
- 3.4. Purchased #FortFC Token (FFCT) might be sold or transferred by the Client any time as soon as ICO campaign is over by means of any cryptocurrency exchanges if such coins are listed in any of exchanges.
- 3.5. The Client shall guarantee and bears full responsibility for the origin of funds used for purchasing of #FortFC Token (FFCT). In case any facts of illegal or unethical origin of funds are revealed, the Company at its own discretion reserves the right to initiate the concluded agreement termination in a manner stipulated by the terms of present agreement.
- 3.6. The Client acknowledges that any possible taxes applied for transactions performed with #FortFC Token (FFCT) as well as reporting to the appropriate tax authority falls under the responsibility of the profile holder.
- 3.7. The Client agrees to the fact that any transactions performed in frames of present agreement and by means of the company's website are irreversible. Therefore, it is impossible to anyhow change or correct any parameter or transaction details once it is submitted. We kindly advise you to give a long look to all the details you enter during the transaction submission in order to avoid any possible misunderstanding or potential risks and losses.
- 3.8. The Client shall take into account that at FortFC ICO campaign-end all unsold #FortFC Token (FFCT) are to be destroyed.

#### **4. Representations and warranties.**

- 4.1. The Client guarantees:

4.1.1. Perusal and complete acceptance of each paragraph of the present agreement that determines the cooperation with the Company.

4.1.2. Not to use two or more interrelated profiles registered on the different persons in the Company.

4.1.3. That systems used for trading activity are not aimed on software possible weakness violation.

4.2. As the individual the Client guarantees:

4.2.1. The legal capability as well as the attainment of majority (in accordance to law of registration country)

4.2.2. That the Client is neither USA citizen nor a resident. The country list might be widen in accordance to the international regulatory bodies request as well as according to the Company's decision.

4.2.3. Personal completing of the web registration form.

4.3. As the legal entity the Client guarantees:

4.3.1. That the representing organization has the legal capacity and isn't registered in USA or its sub-territory. The country list might be widen in accordance to the international regulatory bodies request as well as according to the Company's decision.

4.3.2. That the corporate owner as well as the persons who are entitled to accept the present agreement and act on behalf of the legal entity do not reside in USA and are not citizens of these countries. The country list might be widen in accordance to the international regulatory bodies request as well as according to the Company's decision.

4.3.3. That the registration form is completing by the authorized Company representative who is entitled to accept the present agreement on behalf of the Company.

4.3.4. That all information provided to the Client from the Company via the present agreement, internal terminal mail or e-mail, phone and online chat is provided for the informational and personal trading activity purposes only. However, such information is not intended to perform any entrepreneurial activity or providing to any third party in any form without the written agreement of the Company. In case of that clause violation of the present agreement the Client acknowledges and shall be sole responsible for the performed acts in accordance to existing legislation of the intellectual property protection.

4.4. The Company guarantees:

4.4.1. To take every care to keep the Client's data that is used in Personal Cabinet, trading and personal accounts confidential.

4.4.2. To fulfill a treaty listed in the present agreement and its supplements in a proper manner.

## **5. Rights and obligations of the parties.**

5.1. The Client is entitled:

5.1.1. To conduct the transactions in the cryptocurrencies markets by placing orders via software provided by the Company.

5.1.2. To contact the Company and the authorized Company representative concerning the trading conditions issues.

5.1.3. To request any kind of information concerning the account state, if there is such technical possibility for the Client to contact the Company

5.1.4. If any dispute arises to send the complaint to the customer support service or to the Company's management in accordance with the legal documentation that regulates disputes, requests and claims escalation of both trading and non-trading transactions performed by the Client.

5.1.5. To start the self-initiated present agreement termination under the provisions of that Agreement.

## 5.2. Obligations of the Client:

5.2.1. To comply with the conditions stated in the present Agreement and its supplements as well as to the information published on the official web-site of the Company.

5.2.2. To be fully responsible for any actions performed on the trading accounts and in Personal cabinet as well.

5.2.3. To be fully responsible for each action taken, especially for those performed in the world financial markets.

5.2.4. To be aware of and bear full responsibility for the use of any trading strategy considering all possible risks.

5.2.5. To be aware of and be responsible for confidential information security provided to the Client from the Company as well as to assume any possible financial risks caused by the unauthorized tampering of the third parties as a result of hack actions.

5.2.6. To be fully responsible for own trading accounts states.



5.2.7. To notify the Company of any changes of the contact information within 10 (ten) business days starting from the day the information was changed.

5.2.8. To understand and comply with the present Privacy policy of the Company.

### 5.3. The Company is entitled:

5.3.1. In case of the violation of one or few clauses/sub-clauses of the present Agreement:

5.3.2. To review the amount of the financial liabilities to the Client.

5.3.3. To correct the financial results of one or few transactions or to correct the balance of one or few accounts of the Client.

5.3.4. To stop serving one or few trading accounts of the Client in accordance with the established procedure.

5.3.5. To dismiss the deposit or withdraw request.

5.3.6. To block the Personal cabinet access.

5.3.7. To terminate the present Agreement in accordance with the established procedure.

5.3.8. To keep the contact with the Client concerning any question related to the present Agreement.

5.3.9. At any time request the Client information furnishing that is obligatory and enough for the Client identification as well as for trading and non-trading operations to prevent fraud instance, money laundering or any other possible conflict cases.

5.3.10. To use the free funds in the Client's trading account balance for the debts extinguishment in the Company's favor including the case of revealing the bonuses or partnership conditions violation by the Client. The Company also reserves the right to use any free funds of the Client's balance to cover any other financial liabilities to the Company including the litigation expenses etc. but not limited to.

5.3.11. To stop serving or reject to serve to the Client at its own discretion without giving any reason.

5.3.12. To perform the trading server optimization within both working and non-working hours to decrease its loading. The following actions might be taken during the server optimization but no limited to:

5.3.13. To block the Client's account if the connection is performed by means of any unauthorized third-party software that's not provided by the Company.

5.3.14. To archive the account (with the further possibility of restoration).

5.3.15. To require the Client full compliance with the rules and clauses of the present Agreement.

5.3.16. To involve the authorized third party who is entitled to act on behalf of the Company in frames of the clauses and rules specified in the present Agreement in order to provide the services.

5.3.17. To perform the personal data processing as well as to collect, storage, usage, systematization, rectification (modifying or updating), transfer to the third parties (subject to Privacy policy of the Company), and depersonalization in order for further use in the Company's news.

5.4. Obligations of the Company:

5.4.1. To provide the services under the terms and conditions specified in the present Agreement.

5.4.2. To provide the Client all information concerning the accounts status.

5.4.3. To provide the Client all information concerning the quotation flow and any other required information.

5.4.4. To take the required measures to ensure the Client's data protection without revealing it to the third party.

5.4.5. To adhere the terms and conditions of the present Agreement.

## **6. Correspondence and Customer feedback.**

6.1. The Company is entitled to contact the Client via any of the following communication channels:

6.1.1. internal trading terminal mail;

6.1.2. electronic mail;

6.1.3. phone, cellphone and IP-telephony;

6.1.4. online chat on the Company's website;

6.1.5. official website announcements and news publishing;

6.1.6. postal items;

6.2. To contact the Client, the Company uses the contact details mentioned in Personal cabinet. The Client does not have the right to refer the contacts incorrectness if the Company is not pre-notified in advance.

6.3. Any correspondence and information sent to the Client (such as messages, documentations, notifications, confirmation letters, requests etc.) shall be considered as disclosed:

- 6.3.1. right after sending via internal terminal mail;
  - 6.3.2. right after sending to the Client email;
  - 6.3.3. right after the telephone call of the Company's authorized representative and the Client is over;
  - 6.3.4. right after the chat of customer support specialist and the Client on the Company's website is closed;
  - 6.3.5. right after the announcement publication in "News" section of the Company's website;
  - 6.3.6. after 7 (seven) business days of postal items sent.
- 6.4. If there is a technical possibility the Client receives to email daily statements that include information concerning all transactions performed on the trading account.
- 6.5. The Company reserves the right to send promo-material newsletters to the contacts mentioned in Personal cabinet of the Client and even after the present Agreement termination.

## **7. Disclaimer.**

- 7.1. The Client understands and agrees to bear the potential risks connected to #FortFC Token (FFCT), FortFC ICO, Blockchain technology and other related technologies which might be affected by the adverse changes in world markets, force-majeure or any other negative consequences which are beyond the control of the Company.
- 7.2. The Client agrees to the list of the potential risks associated with use of # FortFC Token (FFCT) tokens and FortFC ICO services such as (including but not limited to):
- 7.2.1. Hardware, software and internet connection failure;
  - 7.2.2. Actions taken at end of regulatory bodies in one or more jurisdictions;

- 7.2.3. Unauthorized access by the third-parties to personal information including your unique cryptographic ID and any other forms of data required to access the account;
- 7.2.4. Insufficient interest to FortFC ICO campaign;
- 7.2.5. Weakness, bugs or malicious software use against the infrastructural elements of FortFC ICO;
- 7.2.6. Possibility of any kind of miners attacks on DCT;
- 7.2.7. Destabilization of FortFC ICO and #FortFC Token (FFCT) due to the increased demand;
- 7.2.8. Potential temporary network instability;
- 7.2.9. Possible transaction processing time delays as a result of insufficient mining resources;
- 7.2.10. That fact investing into #FortFC Token (FFCT) could lead to loss of invested funds over the short or long time frames.

## **8. Liability of the parties.**

8.1. Liability for the actions taken under the frames of the present Agreement as well as for the actions related to the personal data used to access the Personal cabinet and trading accounts fully or partly shall be sole responsibility of the Client.

8.2. At its will and non-expiring the Company reserves the right to analyze and investigate the potential violation of the present Agreement conditions by the Client. The Company is entitled to raise the legitimate claim and to demand the disputable issues resolving.

8.3. Each party is responsible for improper performance of any clauses of the present Agreement in accordance to the relevant legislation requirements.

## **9. Governing law.**

9.1. In case any dispute arises the parties shall endeavor to resolve amicably all disputes or differences by means of the consulting and negotiations.

9.2. In case the parties fail to come to an agreement through the negotiations the further disputes must be settled by regulatory bodies of the Company's country of registration - Republic of the Marshall Islands. Company registration No. 57557 incorporated in Republic of the Marshall Islands, on 24th of October 2012.