

General Terms and Conditions

READ THESE TERMS AND CONDITIONS («TERMS») CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT <https://fnk.com> («WEBSITE»), ITS AFFILIATES OR PARTNERS (HEREINAFTER COLLECTIVELY, «THE PLATFORM» OR «WE», «US» AND/OR «OUR(S)») YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE. FNK TECHNICAL LTD («FNK») RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THESE TERMS AS MODIFIED. ANY LEGAL RELATIONSHIPS NOT EXPLICITLY PROVIDED FOR BY THESE TERMS AND THE APPLICABLE LAWS OF THE REPUBLIC OF MARSHALL ISLANDS WILL GOVERN CONDITIONS, UNLESS STIPULATED OTHERWISE.

1. Definitions.

«**Affiliate**» - person, entity or company directly or indirectly, controlling, controlled by or under direct or indirect common control with another person, entity or company.

«**AML**» - shall stand for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

«**Applicable Law**» - any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

«**The annual percentage yield**» (hereinafter «the APY») - is the real rate of return earned on Your wallet by considering the effect of compounding interest.

«**Borrower**» - person/legal entity verified as a user on the Platform who has entered into a Loan Agreement as a Borrower.

«**Conversion**» - sale of an officially recognised currency for a Cryptocurrency or the purchase of an officially recognised currency for a Cryptocurrency at a value corresponding to the conversion rate at the time of the Conversion.

«**Cryptocurrency**» - property value concentrated within a digital unit that can usually be obtained by converting an officially recognised currency and at the same time selling a Cryptocurrency in exchange for an officially recognised currency.

«**Fiat**» - shall be used in reference to money or currency, which means any money that a recognized government declares as legal tender, and has value only because such government maintains its value.

«**FNK Deposit Account**» (the «**Deposit Account**») - is an account for deposits in Cryptocurrencies, which allows you to receive annual interest income on the listed Cryptocurrencies in your Deposit Account in accordance with these Terms.

«**FNK Token**» - special Cryptocurrency used on <https://fnk.com>.

«**KYC**» - Know Your Customer (or Client), which means the process of verifying the identity of customers or clients and assessing potential risks of illegal intentions for the business relationship.

«**Lender**» - a person/legal entity who has entered into a Loan Agreement as a Lender.

«**Loan Agreement**» - agreement entered into between the Borrower and the Lender on the Platform according to the Platform's Terms and Conditions.

«**Loan Amount**» - principal value of this Loan made available to the Borrower pursuant to a Loan Agreement.

«**Loan Default**» - occurs when a Borrower fails to pay back a Loan or otherwise breaches the terms of the applicable Loan Agreement.

«**Loan**» - principal amount of Cryptocurrencies, backed up by the Borrower with a crypto Collateral, issued by the Lender to the Borrower of the Platform and subject to repayment by the Borrower according to the terms of the applicable Loan Agreement.

«**Loan-to-Value**» (hereinafter «**LTV**») - ratio of the Loan to the value of the Collateral.

«**Loss**» - damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel's or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

«**Partner**» - business partner of the Provider included in the affiliate partner program who provides access to FNK for clients.

«**Restricted Jurisdiction**» - any country or its part where Your use of the Services is deemed to be illegal and/or otherwise violates applicable laws of state; where FNK is not authorised to provide the Services; and/or where either country has embargoed goods and services which match the nature of Services offered by FNK.

«**Terms**» - these Terms and Conditions and its Appendixes.

«**User, Client**» – any user of the website <https://fnk.com>.

«**Website**» – collection of graphic and informational materials, as well as computer programs and databases that ensure their availability on the Internet at a network address <https://fnk.com> (fnk.com).

«**Your Account**» – Website's user interface allowing you to save Cryptocurrency, to obtain information related to Cryptocurrency, and to perform the Conversion. At the same time, Your account is a virtual personal profile of the User allowing access to the functions of the Website and its individual functions and services.

2. General Information.

2.1 These Terms and appendixes are a legally binding Agreement between you, the User or Participant, on the one part, and the FNK, on the other part, also individually referred to as a «Party» and collectively as the «Parties».

2.1.1 Services are provided to you by FNK Technical Ltd, a company which is duly registered and active in the Republic of Marshall Islands.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users or Participants, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of purchasing the FNK Token.

2.3 FNK reserves the right, at its sole and absolute discretion and without giving prior notice, to:

2.3.1 vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

2.3.2 block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. FNK will be no liable for any Loss which may be incurred as a result of such action.

2.4 By using this Website You are deemed to enter into the full Agreement with the FNK. While using the Website you covenant, represent, and warrant that:

2.4.1 you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

2.4.2 you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

2.4.3 you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.4.4 You are not a resident or domiciliary of the United States of America or purchasing FNK from a location in the United States of America, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the United States of America, nor are you purchasing FNK on behalf of any such person or entity nor you are a FATCA reportable person as it is determined in the laws of United states of America.

2.4.5 You are the authorised user of your enabled device, and your enabled device is not jailbroken, meaning that you have not, nor are you aware of anyone having, used an exploit to remove manufacturer or carrier restrictions from the relevant device;

2.4.6. You are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

2.5 By using this Website, you covenant, represent, and warrant that, you are not a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act;

2.6 You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the FNK tokens exist under the applicable law, we persistently recommend you not to use this Website and not to purchase FNK.

2.7 We may change/adjust these Terms at any time at our sole discretion without prior notice to you. By continuing to use the Services, you agree to be bound by the most current Terms.

We have the right to limit your right to use the Platform and/or terminate this Agreement and delete your Account without notice immediately if we discover that:

2.7.1. You breach the present Terms or otherwise illicitly uses the Platform in a way which is not compliant with applicable legislation;

2.7.2. You have provided false or misleading information or counterfeit documents;

2.7.3. You are suspected of money laundering, terrorism financing, or an attempt to do so, that involves You personally or Your Account.

2.8 We reserve the right to close Your Account at any time for any reason stipulated herein and/or applicable law without any prior notice but with the soonest notification to You via email.

2.9 The present Terms are binding until the moment when Your Account is deleted and all commitments of You originating from any FNK products have been fully met.

2.10 In case of any disputable situation, English version of the Website and present Agreement has higher priority, than versions in other languages.

2.11 The active legislation of the Republic of Marshall Islands is applicable to the Platform and any agreements or transactions made through it. Any Dispute is personal to Participant and Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

2.12 There are no any guarantees that FNK Platform will be delivered within any particular timeframe, or at all.

3. Services.

3.1. FNK shall comprise the following services:

3.1.1. personal accounts that allow you to store Cryptocurrency;

3.1.2. fiat currency conversion service, whereby you can convert fiat currency into any type of Cryptocurrency to be stored in your account;

3.1.3. cryptocurrency conversion service, whereby you can convert cryptocurrency into any other cryptocurrency;

3.1.4. Cryptocurrency transfer service, whereby you can transfer any Cryptocurrency to another recipient, which can be another FNK user's account;

- 3.1.5. Cryptocurrency Deposit service, whereby you can create a Cryptocurrency Deposit Account (Appendix 2);
- 3.1.6. Cryptocurrency Loan service, whereby you can enter into loan agreements (Appendix 1) with Cryptocurrency.

4. Registration.

4.1. You may not register an FNK Account or use the Platform if You are a resident of any jurisdiction in which:

- 4.1.1. The Platform operator is not authorized to provide its Services;
- 4.1.2. Your use of Services is deemed to be illegal;
- 4.1.3. Country has embargoed goods or services which match the Services we offer.

Any provisions of this clause when mentioned either jointly or separately shall be hereinafter referred to as «Restricted Jurisdiction».

4.2. Due to the ambiguous nature of cryptocurrency and the changing regulation of the virtual currency market, we reserve the right to update the requirements for any Restricted Jurisdiction and/or to reject account requests of any type that we believe we cannot accept for regulatory or political reasons, solely and entirely at our discretion.

4.3. In order to register your account, you must complete the registration form and agree to these Terms and Conditions. Upon your registration on the Platform, FNK assigns you a unique identification number.

4.4. Your identification number is used as the primary identification for all products and services available on the Platform.

4.5. To activate your account and obtain full user access to the Platform and Services, you must complete the KYC procedure. Failure to provide the information required for the KYC procedure may result in termination of access to your account.

4.6. In order to access and use your account, we identify you by your email address and password. You have the right to change the email address and password used to identify you in accordance with the procedures established on the Platform.

4.7. If you represent an entity on whose behalf you would like to open an Account with us, we will identify you as the signatory to this document. We may refuse to acknowledge and accept any decision affecting and/or authorizing your use of your Account that appears to us to be incomplete or improperly executed.

4.8. To set up Your Account, You shall verify Yourself first. Only the verified users may proceed with corporate onboarding. You shall provide all corporate documents requested by FNK via email or uploading them in compliance with procedures established on the Platform.

4.9. By completing an account registration on your own behalf or on behalf of a legal entity, you hereby acknowledge and agree that you:

- 4.9.1. are fully authorized to execute all documents or otherwise comply with our requirements on your own behalf or on behalf of the entity you represent in your specified capacity;
- 4.9.2. provide all documents or other information necessary to prove this authority and/or
- 4.9.3. provide any other documents and comply with such other requirements as we may request from time to time.

4.10. In order to use the Services offered on the Platform and to enter into any agreements with us, you must take the steps set out in these Terms and in accordance with the procedures set out on the Platform to enable FNK to identify you in accordance with the applicable AML policy.

4.11. By accepting these Terms, You represent and warrant that You understand all of the features available on the Platform and the consequences of any decisions You make or actions You take when using the Platform.

4.12. Only the owner of your account has the right to enter and use it. Unauthorized use of your account is strictly prohibited and carries all risks associated with it. We may terminate your access to the Platform and Services if we detect or suspect such unauthorized use.

4.13. Not one of the provisions herein shall constitute investment or loan/deposit advice or consultation, and in no event shall either Party regard FNK as an investment adviser/fund/credit institution and/or loan/deposit intermediary.

4.14. You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

4.15. We may refuse to register you on the Platform for any reason, and we are under no obligation to tell you the reason for the refusal. We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

5. Identification.

5.1. Your identification is subject to the rules of our AML policy. Identification is conducted in all cases as required by applicable law.

5.2. For such verification, we may, at our discretion and at any time, request from you any information we deem necessary about you as an individual and/or a representative of a legal entity and/or the legal entity itself. We reserve the right to unilaterally impose any additional requirements for your identification, as well as to modify the identification process of any user.

5.3. You represent and warrant that any and all information provided to FNK under these Terms and Conditions or otherwise is true, accurate, current and not misleading in any respect. If any part of such information changes, you must update such information by contacting Info@fnk.com as soon as possible, but no later than three (3) days after the change.

5.4. Your account will not be created, and we shall have no liability to you, until you have received confirmation by email from us that your account has been created. We are under no obligation to accept an application from you, and we reserve the right not to open an Account for you or any other user in our sole and absolute discretion.

5.5. By completing the registration form in accordance with the procedures set forth herein and by depositing funds into your Account, you acknowledge that you wish to use the Platform and the Services offered on it in accordance with the provisions hereof.

5.6. Each time you access the Platform using your email address and password, you agree to be bound by these Terms.

5.7. Your password is considered confidential information which you undertake not to disclose and you shall take all necessary precautions to prevent access by third parties. You must keep your password in a safe place and change/update it regularly in accordance with FNK's instructions.

5.8. If you suspect that your password has become known or may become known to a third party, you must notify us immediately by e-mailing Info@fnk.com. Once we receive your message, we will block access to your account as

soon as possible. We will work with you to restore access to your Account, but you will be solely responsible for any losses or damages incurred by you as a result of a third party gaining access to your Account through your negligence.

5.9. After a password change, reset or disabling two-factor authentication, for security reasons we may suspend withdrawals for up to 72 hours. In addition, we strongly recommend that you enable two-factor authentication on your account for security purposes.

5.10. We may restrict or block access to your account if we suspect that your account has been used without proper authorization. This may include the following:

5.10.1. Your password has become known or may have become known to a third party;

5.10.2. We suspect that your account has been used for illegal transactions;

5.10.3. Other cases at our discretion, to ensure the security of the services, privacy, your confidentiality, or to prevent losses that may be incurred by you, us, or any other user of the Platform.

5.11. We have the right not to approve your transaction if:

5.11.1. You do not comply with these Terms;

5.11.2. We have suspicions about your identity as the user who initiated the transaction, the source of your income and/or the content of your transaction, the origin/form of any of the documents you provided in support of the transaction;

5.11.3. Your transaction instructions are unclear or corrupted for any reason;

5.11.4. In other cases specified herein.

6. Transfer of Cryptocurrencies.

6.1. For the purposes of these Terms, only listed cryptocurrencies are allowed to be used on the Platform.

6.2. The full list of cryptocurrencies available for use on the Platform will be displayed in your account in the appropriate section before any deposits are made.

6.3. FNK has the right to make changes to this list of cryptocurrencies at any time without prior notice to you.

6.4. You have the right to add any cryptocurrencies to your account on your own behalf only.

6.5. You hereby represent and warrant to FNK that you are the owner of the funds in your FNK Account and have the right to make transactions using the cryptocurrencies you hold in your FNK Account. All transactions initiated from your account are for you personally or on behalf of a person or entity for whom you are duly authorized.

6.6. You must have an active payment account with a financial institution for Fiat transactions in your name, not in the name of any third party. You must be authorized to freely dispose of such accounts and the funds contained therein (if any).

6.7. If you have successfully completed all KYC/AML procedures, you may add any cryptocurrency to the Platform.

6.8. Upon your request, we will provide you with a statement of all your transactions made through the Platform. Statements for your account are available in your account at any time.

6.9. You have the right to ask FNK to transfer the cryptocurrencies in your account to any payment account in your name or an account that you have general access to at any credit/financial institution. FNK will transfer to you those cryptocurrencies in your FNK account that are not allocated to any FNK products on the Platform upon your application.

6.10. Crediting your account with cryptocurrencies obtained illegally is illegal. In case of suspicious transactions, you must notify the appropriate government authorities, which may result in the freezing of all Cryptocurrencies in your account, as well as the closing of your account and confiscation of funds.

6.11. If at any time during your registration as a user or during the term of this Agreement, you are suspected of money laundering, terrorist financing or any other illegal activity, we will refuse to register and accept any Cryptocurrency from you and block your access to the Platform.

6.12. You may withdraw some or all of your Cryptocurrencies from the Platform by any available payment method at any time, as long as those Cryptocurrencies are not allocated to any FNK product.

6.13. Each transfer request is considered pending until it is accepted by us. We may refuse to accept such request or delay processing an approved request for any reason, including, but not limited to, insufficient funds in your account, inaccurate or misleading information provided by you, or any doubt or suspicion of money laundering or other financial crimes related to your account.

6.14. FNK is not responsible for inability to transfer funds due to force majeure circumstances, including unforeseen and uncontrollable changes in electronic payments or circulation of cryptocurrencies, or relevant changes in applicable law.

7. Personal data.

7.1. We have the right to process all of your personal information as defined in our Privacy Policy.

7.2. We may receive your personal information from you and from any source in accordance with our Privacy Policy and AML and applicable law. By entering into this Agreement, you also

7.3. The purpose of processing your Personal Data is to provide the User with access to the services, information and/or materials contained on <https://fnk.com>.

7.4. We may engage third parties to access and/or process your Personal Data. You will be required to give your consent to these third parties in order to allow them to process your personal data.

7.5. We may only provide access to your KYC data to third parties without your prior consent in accordance with applicable law and/or by order of the relevant government authority. In doing so, we strictly comply with all general international rules relating to the protection of personal data as set out herein.

8. Rights and obligations of client.

8.1. Each Client undertakes:

8.1.1. not use the Platform for illegal conduct, including but not limited to fraud and money laundering;

8.1.2. provide true, accurate, current and not misleading in any respect information when registering on the Platform and when using the Platform;

8.1.3. inform FNK in writing immediately, but not later than within three (3) business days, if any of your personal information provided on the Platform changes;

8.2. If we determine that the information You have provided is false/inaccurate/incorrect, we may, in our sole discretion, terminate services on the Platform and/or freeze Your funds in Your account on the Platform.

8.3. You may be held legally liable for providing false or misleading contact information (telephone, email and residential address) and/or documents to complete the verification process on the Platform and in subsequent inquiries. Any attempt to deceive FNK may result in the application of appropriate measures of applicable anti-money laundering and/or criminal law.

9. FNK's rights and obligations.

9.1. FNK agrees to use all commercially reasonable efforts to maintain the performance, availability and security of the Platform for use by all registered users.

9.2. We are under no obligation to pay any taxes that you may be required to pay as a result of transactions you make on the Platform. Under applicable laws of the Republic of the Marshall Islands, we do not act as a withholding (income) tax agent if you receive income from transactions in any financial instruments on our Platform. Under applicable law, if you receive income from any financial transactions using our financial services, you calculate, file and pay all applicable taxes in accordance with the laws of your jurisdiction in which you are considered a tax resident.

9.3. Any additional services we offer to you are subject to these same Terms and Conditions, unless otherwise agreed in writing between you and us through personal communication with you.

10. Risk disclosure.

10.1. Your FNK account is not a checking, savings or any other type of account and therefore is not covered by any loss insurance.

10.2. Cryptocurrencies are not legal tender in most jurisdictions.

10.3. Any legislative or regulatory changes or actions at any level may adversely affect the use, transfer, exchange or value of cryptocurrencies. Transactions in cryptocurrencies are irreversible and, accordingly, recovery of losses from fraudulent or accidental transactions may not be possible.

10.4. The value of your cryptocurrencies may be due to the continued willingness of market participants to exchange cryptocurrencies for fiat or other cryptocurrencies. If such willingness is cancelled for any reason, it could lead to the possibility of a permanent and complete loss of value of a particular virtual currency.

10.5. The volatility and unpredictability of Cryptocurrency prices can lead to significant losses in a short period of time.

10.6. The nature of Cryptocurrencies can lead to an increased risk of fraud or cyber-attack. This means that any technological difficulties faced by FNK may prevent access to or use of your Crypto-currencies and/or result in their loss. FNK takes all necessary precautions to protect against cyber threats, but no one is immune to circumstances that could lead to loss or damage.

10.7. This list of risks is not exhaustive; there are other risks associated with using the Services and owning or trading Cryptocurrencies. You should carefully consider whether owning or investing through Cryptocurrencies in general and/or using the Platform is appropriate for you in light of your financial condition and risk awareness.

11. Disclaimer of warranties, limitation of liability.

THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS THEREON, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FNK DOES NOT WARRANT THAT THE PLATFORM OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT

DEFECTS WILL BE CORRECTED. FNK MAKES NO WARRANTY THAT THE PLATFORM WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FNK OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

IF YOU ARE DISSATISFIED WITH THE SITE OR ANY CONTENT OR FUNCTION THEREON, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE. IN NO EVENT SHALL FNK OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS, OR CONTACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF FNK OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

IN NO EVENT SHALL FNK BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE PLATFORM. IN NO EVENT SHALL THE TOTAL LIABILITY OF FNK TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, ANY FEE YOU MAY PAY TO FNK FOR YOUR ACCESS TO OR USE OF THE PLATFORM.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

WE ARE NOT RESPONSIBLE FOR ERRORS ON THE PART OF THIRD PARTY SERVICE COMPANIES HIRED BY US. IN SUCH CASES, OUR LIABILITY IS LIMITED TO THE USE OF REASONABLE CARE IN SELECTING, APPOINTING AND INSTRUCTING SUCH THIRD PARTY COMPANIES (BUT NOT ANY SUBCONTRACTORS OR OTHER THIRD PARTIES THAT SUCH THIRD PARTIES MAY USE).

12. Legal proceedings.

12.1. In the event that any legal proceedings such as seizure, attachment, collection or other public legal proceedings (collectively, «legal proceedings») are brought against your account, we reserve the right not to allow (or may restrict) any withdrawals or transfers from your account until the legal proceedings have been satisfied or dismissed.

12.2. We are under no obligation to resist any such legal process on your behalf and reserve the right to take any action to comply with such legal process as we deem appropriate in the circumstances without incurring any liability to you.

12.3. In the event that FNK incurs any costs, including but not limited to attorneys' fees, in connection with any legal proceedings, we may charge any costs and fees to your account without prior notice and/or we may directly bill you for such costs and fees.

If there are any questions regarding these Terms You may contact us using the following email: Info@fnk.com