

## TERMS AND CONDITIONS

Legal conditions, March 1, 2022

The following Terms and Conditions ("Terms") govern the purchase ("You" or "Purchaser") of cryptographic tokens ("FYE" or "Tokens") from FYE Technology OU, is an Estonian limited liability company (under incorporation) (the "Company"). Each of you and the Company is a "Party" and collectively "Parties" to these Terms. This document is not an invitation to invest and in no way relates to an offer of securities in any jurisdiction. This document describes the sale of FYE tokens.

If you do not agree with these terms, do not buy from a company. By purchasing FYE from a Company, you will be bound by these terms and all terms included with respect to. If you have any questions about these terms, please contact the company at biz ( at ) fyestudios ( d0t ) com.

By purchasing FYE and to the extent permitted by law, you agree not to hold any of the Company and its respective former, current and future employees, officers, directors, contractors, consultants, shareholders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "FYE Team") responsible for any loss or any special, incidental or consequential damages arising out of or in any way related to the sale of FYE, including losses related to the terms set out below.

The purchase of FYE should only be taken by individuals, entities or companies that have significant experience in the use and understanding of the applications and complexities of cryptographic tokens.

If you do not have such experience or knowledge, you should not purchase FYE. Your participation in FYE sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

### **PURCHASER AGREES TO BUY AND COMPANY AGREES TO SELL FYE TOKENS ACCORDING TO THE FOLLOWING TERMS:**

#### **# FYE token sale conditions**

You may not purchase a FYE token if you are a citizen, a resident (tax or other), or a green card holder of the United States of America or other countries where cryptocurrencies are prohibited by law.

#### **# All FYE purchases are final**

All FYE purchases are final. FYE purchases are non-refundable. By purchasing FYE, buyer acknowledges that the company and any of its affiliates, directors or shareholders do not have to provide a return for any reason.

#### **# Disclaimer of warranty**

The purchaser clearly agrees that the purchaser is purchasing FYE at the purchaser's sole risk and that FYE is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first

use or the minimum period required). Without limiting the foregoing, none of the FYE teams warrant that the FYE purchase process will be uninterrupted or error free.

### **# The risk of uninsured losses**

Unlike bank accounts or accounts with some other financial institutions, Company is not insured unless you specifically obtain private insurance to insure it. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

### **# The risk of losing access to cold wallets due to loss of private keys**

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

### **# Risk of mining attacks**

Risk of Mining Attacks. As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Network and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

### **# Risk of hacking and security weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the Network or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Network is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Network, which could negatively affect the Network and the Tokens.

### **INVESTMENT RISKS:**

By purchasing, owning and using FYE, you expressly acknowledge and assume the following risks:

#### **# 1 Risk of losing access to FYE due to loss of private keys**

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

#### **# 2 Risks associated with the Binance Smart Chain Protocol**

Risks Associated with the Binance Smart Chain Protocol. Because Tokens and the Network are based on the Binance Smart Chain protocol, any malfunction, breakdown or abandonment of the Binance Smart Chain protocol may have a material adverse effect on the Network or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the Binance Smart Chain protocol.

### **# 3 Risk of hacking and weaknesses in security**

Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Network or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Network is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Network, which could negatively affect the Network and the Tokens.

### **# 4 Risks associated with Markets for FYE**

If the secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more prone to fraud or manipulation. In addition, to the extent that third parties attribute to FYE an external exchange value (e.g. denominated in digital or fiat currency), such value can be very volatile.

### **# 5 The risk of uninsured losses**

Unlike bank accounts or accounts with some other financial institutions, FYE is uninsured unless you specifically obtain private insurance to insure it. Therefore, in the event of a loss or impairment of value in use, there is no public or private insurer insured by the Company to offer you recourse.

### **# 6 Risks associated with uncertain regulations and enforcement actions**

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Network and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Network and the Tokens. Regulatory actions could negatively impact the Network and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

### **# 7 Taxation risks**



The tax characteristics of FYE are uncertain. You must seek your own tax advice when purchasing FYE, which may have adverse tax consequences for you, including withholding taxes, income taxes, and tax reporting requirements.

#### **# 8 The risk of competing platforms**

It is possible to create alternative platforms that use the same open source code and protocol on which the platform is based and try to facilitate services that are materially similar to Company services.

#### **# 9 Risks Arising from Lack of Governance Rights**

Risks Arising from Lack of Governance Rights. Because Tokens confer no governance rights of any kind with respect to the Network or Company or its corporate affiliates, all decisions involving the Network or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Network, to create and sell more Tokens for use in the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the Tokens you hold.

For more information on selling FYE please contact biz ( at ) fyestudios ( d0t ) com