

TOKEN PURCHASE / SALE TERMS

Last updated: 28 July, 2018

PLEASE READ THE TOKEN SALE/PURCHASE TERMS CAREFULLY. NOTE THAT SECTIONS THAT CONTAINS BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THE TERMS YOU SHALL NOT PURCHASE TOKENS.

YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE TOKENS IF YOU ARE **(I) A GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR (II) A CITIZEN OR A RESIDENT (TAX OR OTHERWISE) OF THE UNITED STATES OF AMERICA, PUERTO RICO, THE VIRGIN ISLANDS OF UNITED STATES, BOSNIAN AND HERZEGOVINA, CENTRAL AFRICA REPUBLIC, OR PEOPLE'S REPUBLIC OF CHINA, OR ANY OTHER POSSESSIONS OF THE AMERICA, OR PEOPLE'S REPUBLIC OF CHINA, OR PERSON OF THAT STATE (S) OR (III) A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAWS.** "PERSON" IS GENERALLY DEFINED AS A NATURAL PERSON RESIDING IN THE RELEVANT STATE OR ANY ENTITY ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE RELEVANT STATE. PURCHASED TOKENS CANNOT BE OFFERED OR DISTRIBUTED AS WELL AS CANNOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO MENTIONED PERSONS ("RESTRICTED PERSON").

This document acts as an agreed upon token purchase / sale terms ("Token Sale Terms", "Terms") between you ("Member", "Purchaser", "User", "you") and Frontpaige Limited, a BVI registered company at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("Company", "us" or "we"). Each member (you) and Company are a "Party" and collectively the "Parties". You accept these Terms when you purchase or sell **Fuleex** ("**Fuleex**", "**Fuleex Tokens**", "**Tokens**", **FULX**).

Fuleex ("**Fuleex.io**") is a digital product made by Company for the use by member token holders within the **Fuleex** Platform located at **fuleex.exchange** and **fuleex.io** ("Platform") as an exchange enabling trading of digital assets and payment for services from / on the Platform for Company's or third parties service fee(s), which is collected by Company and/or third parties for providing services within the Platform. Any purchase / sale of **Tokens** or on/from the platform is subject to these Terms. **Fuleex** is not a digital currency, commodity, or any other kind of financial instrument and has not been registered under

relevant securities regulations, including the securities laws of any jurisdiction in which you are a resident.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “*updated*” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice posting and apply to any ongoing or subsequent purchase or sale of **FULX (or other tokens from / on the Fuleex platform)**.

Information about the Tokens Purchase and Tokens Sale is set forth on the Website **fuleex.exchange / fuleex.io**. The member is required to read the Whitepaper and any other documents located at the Website in their entirety prior to purchase / sale of **Fuleex Tokens**.

By purchasing / selling **Fuleex Tokens** from Company, you will be bound by these Terms and any other terms incorporated by reference as well as with any other document located at the Website. If you have any questions about these Terms, please contact us at **info@fuleex.io**.

You, as our registered member and Company agree as follows:

1. Purchase / Sell of **Fuleex Tokens**

Subject to these Terms, Terms of Service and Privacy Policy located at **fuleex.exchange** (the “Website”), Company agree to sell to you and you agree to purchase from Company or to sell a specific number of **Fuleex FULX Tokens** at the price listed on Website, depending on the time of purchase / sale.

2. Main Terms

2.1. Unless otherwise provided herein and/or at the Website, Company will begin **Fuleex Tokens sale** from date: 28th July 2018 00:00 GMT (“Sale Period”). Any Payment received after the end of Sale Period (determined by FULEEX management) will be accepted at management discretion.

2.2. Any use of **Fuleex Tokens** will be governed by other applicable terms and policies, which will be available at Website upon the distribution of **Fuleex Tokens**. Company at any time at its sole discretion may from time to time amend such **Fuleex Tokens** Terms of Use. To the extent of any conflict with these Terms, **Fuleex Tokens** Terms of Use shall control with respect to any issues relating to the use of **Fuleex Tokens**.

3. Purchase / Sale Procedure

(a) During the Purchase / Sale Period, you may purchase **Fuleex Tokens** at price provided on Website, or provided by our official sales agents depending on the time of purchase /

sell. Purchase of **Fuleex Tokens** requires you to create an account at the Website ("Account"). You may transfer funds to your Account for the purpose of purchasing **Fuleex Tokens (FULX)**, all funds transferred to your Account will be treated as a deposit and you would be required to manually complete the purchase. The number of purchased / sell **Fuleex Tokens** shall be determined based on the total amount received by Company (when such transaction is confirmed) for the purpose of purchasing / selling **Fuleex Tokens** with applicable bonuses and/or discounts available to you and it will be indicated in the Account created after 72 hours upon receipt of full said payment of the Purchase Price (when such transaction is confirmed). If you fail to complete purchase after funds deposition / sell during the transaction period, all funds deposited in your Account / taken out at that time by the end of such Period will be treated as the agreed payment / sell for **Fuleex Tokens** with applicable bonuses and/or discount available to you based on the sum indicated as partof.

You, hereby confirm and agree that if at the end of the transaction Period the balance of your Account is less than sum which is equivalent of cost per one **Fuleex Token (FULX)** (or smaller number if that provided on Website) those sum shall be transferred to ownership of the Company as its service.

(b) Payment can be made in BTC, ETH, LTE, USD (wire transfer) or another major currency accepted by Company during the transaction (**Amount as per company has agreed with you. Kindly check with your Customer Care center representative before executing your order**), including said exchange transfer TOKEN, as may be additionally introduced by Company from time to time ("Payment"). You shall NOT use any token currency exchange address unless verified for security reasons.

(c) Company has the right to enter into agreement with any of the member on special conditions which may be different from those stipulated by these Terms.

4. Distribution and Receipt of **Fuleex Tokens (FULX)**

Once you have made a Payment to the Company, the Company will perform a verification procedure to complete the linking of the received Payment to your Account. The company will distribute Tokens to your Account by the later of: (a) within Two (2) weeks upon completion of Tokens sale or within Ten (10) business days from the company announcement of close of initial sale date (although we may extend the delivery deadline for additional time if necessary to address any unforeseen technical difficulties and provided we notify you of the same), or (b) within Two (2) weeks after you have provided complete and accurate details of your Account or any additional information required by us for verification purposes (KYC). For the avoidance of doubt, any such extension shall not affect our obligation to deliver, and your obligation to accept, the Tokens that have been acquired in accordance with these Terms.

To be used within Platform, Tokens must be stored in the platform's **FULEEX digital wallet** associated (linked) with your account on the Platform or in any other manner as prescribed by Tokens Terms of Use.

You hereby confirm and agree that distribution of **Fuleex Tokens** to you has successfully been delivered by the Company to you and deemed a confirmation of acceptance in that the respective quality is per said and in the respective volume agreed by you. From said moment the deal on Tokens Purchase / Sale executed Online between you and Company under terms and conditions provided herein is considered to have been closed with all the applicable characteristics of finality and irrevocability of such deal and all of the Parties obligations arising out of such deal are considered to have been performed duly and in a proper way.

5. Verification

Company may require you to provide additional information to verify your identity, address, source of funds or any other information in your account (to fill in form or submit online), such as your date of birth, copy of photograph, ID identification, citizenship, country of residence, proof of address and other information directly or through a third party ("KYC"). You are responsible for relevance and accurate validity of information to be provided when registering any account on the platform. The company is not obligated to verify your identity or any other personal information.

6. Outsourcing

Registration, Payment collection, KYC and other system-related portions may be outsourced by the Company to any third party. For the avoidance of any doubt, the Company did not and will not authorize any third party (**unless with the exception of its related affiliates, subsidiaries and strategic partners as listed on the web**) to receive any payments for the purposes of purchasing **Fuleex Token FULX**, or to provide any information for making transfers or / relating to the purposes of the **Fuleex Tokens**, unless otherwise provided herein or stated on our web. The Company shall not be responsible or liable for any losses of the member related to incorrect or misleading information obtained by the member from any the third parties and/or from unauthorized or general websites.

7. Cancellation

(a) All purchases of **Fuleex Tokens** from Company are final and there are no any partial or full refunds or cancellations except as specifically provided in these Terms, this includes the consideration for discount(s) provided by the Company. However, prior to the distribution of **Fuleex Tokens** to your OWN DIGITAL TOKEN WALLET you may request a refund by contacting Company at info@fuleex.io. REFUND is determined by the management at its absolute discretion.

In addition, you agree and confirm that during the transaction Period, all your purchases / sale of **Fuleex Tokens** from the Company are final and there are no partial or full refunds or cancellations. The Company reserves the right to refuse or reject any Payment made or purchase / sale requested at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Member due to whatever reason it

deems, the Company will exercise reasonable endeavors to procure that the transferred amount is returned to the Member, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such transfers. Company may however deduct / impose a transaction cost from the refunded amount, if any.

8. Terms and Conditions of **Fuleex Tokens**

Fuleex Tokens terms and conditions are set forth in the Whitepaper located at Website fuleex.exchange / fuleex.io, which terms are incorporated hereto by reference.

9. Acknowledgement and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing, sale, holding and using of **Fuleex Tokens (FULX)** or any tokens listed on the fuleex.exchange platform, as disclosed and explained in Whitepaper. By purchasing, selling of **Fuleex Tokens**, you expressly acknowledge and assume all and any of these at your own risks.

10. Representations and Warranties

In connection with the purchase / sale of **Fuleex Tokens** and by sending ETH, BTC, LTE, or any other currency or USD (wire transfer) or other major currency to purchase **Fuleex Tokens (FULX)**, you represent and warrant the following:

- (a) you are aware of the terms and conditions of the **Fuleex Tokens** and have acquired sufficient information about the **Fuleex Tokens / FULX** to reach an informed and knowledgeable decision to acquire the **Fuleex Tokens**;
- (b) you have read and understand these Terms and you acknowledge and agree that there are risks associated with purchasing, holding, selling and using of **Fuleex Tokens (FULX)** and any other tokens listed on the exchange platform, as disclosed and explained in these or their Terms and Whitepaper;
- (c) you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing / selling **Fuleex Tokens or any other tokens on Fuleex.exchange**;
- (d) you understand that the **Fuleex Tokens** confer only the rights described in the Fuleex Whitepaper, and confer no other rights of any form with respect to the other listed tokens nor the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(e) you shall not purchase **Fuleex Tokens** for any uses or purposes other than to use **Fuleex Tokens** as provided in the Whitepaper;

(f) you understand that the **Fuleex Tokens** are NOT digital currencies, security, commodity or any other kind of financial instrument nor investment and have not been registered under the securities law of any country, including the securities laws of any jurisdiction in which Member / Purchaser is a resident;

(g) you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase / sell **Fuleex Tokens** or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase / sell of the **Fuleex Tokens**, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(h) your purchase, payment of / for, and continued beneficial ownership of the **Fuleex Tokens** will not violate any applicable laws of your jurisdiction;

(i) you shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase / sale of **Fuleex Tokens**.

(j) you understand that the Websites **fuleex.io / fuleex.exchange**, as well as Whitepaper, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Different versions of Website(s) and documents translated into others languages are for informational purposes only;

(k) you are not Restricted Person and you are not acting on behalf of any third party, including Restricted Person.

11. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, partners, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or related to (i) your purchase / sale or use of **Fuleex Tokens**, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, or (v) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

12. Disclaimers

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) **FULEEX.IO's FULEEX TOKENS / FULX** IS SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE FULX TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (II) WE DO NOT REPRESENT OR WARRANT THAT FULX TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN **FULEEX TOKENS** WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT **FULEEX TOKENS** OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the company or of certain warranties or disclaimer of implied terms in contracts with members / consumers, so some or all of the exclusions of warranties and disclaimers in this section 10 may not apply to you.

13. Liability and Limitations of Liability

- (a) To the fullest extent permitted by applicable law: (I) in no event will the company or any of the company parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to purchase, sale or use of **Fuleex Tokens** or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and (II) in no event will the aggregate liability of the company and the company parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to purchase, sell or use **Fuleex Tokens**, exceed the amount you pay to us for **Fuleex Tokens**.

14. Release

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other users of

the Platform and the acts or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

15. Applicable Law and Venue

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the Laws of the Republic of Singapore, without giving effect to principles of conflicts of law.

These Terms, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between the Purchaser /or and Seller and Company. You cannot accept it partially, this set of rules should be accepted in full. Should any conflict between these Terms, Privacy Policy and Terms of Service, these Terms shall prevail.

16. Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

17. No Class Arbitration, Class Action or Representative Actions.

Any Dispute arising out of or related to these Terms is personal to you as a member, and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt 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. Any Dispute shall be referred to and finally resolved by arbitration administered by the International Arbitration Centre under the Administered Arbitration Rules of Singapore in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be based on the [Laws of the Republic of Singapore](#). The seat of arbitration shall be in

Singapore. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

18. Miscellaneous

(a) Entire Agreement. These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Binding Agreement. These Terms provide the legally binding terms and conditions for the purchase, sale and use of the **Fuleex Tokens**. By purchasing / selling the **Fuleex Tokens**, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase, sell and/or use of **Fuleex Tokens**. If you are making a purchase / sell on behalf of an legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(c) Successors and Assigns. Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(d) Severability. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(e) Headings. The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

(f) Acceptance. You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase / sell / use of **Fuleex Tokens** as well as any other documents located at the Website.

(g) Termination. Company may terminate these Terms with you, i.e. to refuse you further services with immediate effect

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