

## **FULEEX.EXCHANGE ONLINE TRADING AGREEMENT**

*Updated as of 28 July 2018*

The Online Trading Agreement is in addition to the **Fuleex Token Purchase / Sales Terms** entered into with Fuleex.io and Frontpaige Limited, with registered address at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VC1110, British Virgin Islands (known as “the company”) and the individual(s) within known as “member(s)” to which this Online Trading Agreement is annexed where by the company provides the member with electronic service(s) on its platform **fuleex.exchange** which enable the member to give Electronic instructions and to obtain quotations and other information via computer transmission for use on personal home and business computers including internet appliance with modems, terminals or network computers that can connect to a telecommunication network. (“Electronic Services”)

### **1. Interpretation**

1.1 Terms defined in this **Online Trading Agreement** have the same meaning as in **Token Purchase / Sales Terms** and **ICO Listing Contract** unless stated otherwise.

1.2 The following expressions shall unless the context requires otherwise, have the following meanings:

**LOGIN ID:** means the Member’s identification, used in conjunction with the Password, to gain access to the Electronic services;

**INFORMATION:** means any transaction or market data, bid and ask quotations, news, third party analysts’ reports, research, and other information relating to the markets. ‘

**PASSWORD:** means the Member’s password and /or member trading password, used in conjunction with the Login ID, to gain access to the Electronic Services on its Fuleex platform (known as “**fuleex.exchange**”).

1.3 References to “instructions” in the Token Purchase / Sales Terms or Online Trading Agreement are deemed to include electronic instructions given by means of **fuleex.exchange** Electronic Services.

1.4 Transaction Notices respectively may be sent solely by means of automated electronic transmission as setup by the Electronic Services system. Notices and communication delivered by the Electronic Services shall be deemed to have been duly delivered at the time of the transmission.

### **2. Using Electronic Services**

2.1 Upon the assurance by the company of the Member’s Login ID and Password, a limited access of the Electronic services will be activated by the Company.

2.2 The company is entitled to require the Member to inject equivalent token worth (equivalent to fiat amount sum based on his interest) or fiat equivalent prior to execution of any transactions he / she wishes to execute to the company from time to time.

2.3 The Member agrees: that it shall use the Electronic services only in accordance with:

a) Online Trading / Token Purchase / Sale / Use / Storage and the instructions and procedures as set out by the company which is supplied to the member from time to time.

- b) This shall be the only authorized user of the Electronic Services (regardless whether personal member or entity).
- c) This shall be responsible for the confidentiality and use of his/her Login ID and Password(s).
- d) That it shall be solely responsible for all instructions entered through the Electronic Services using his/her Login ID and Password(s) and any instructions received by the Company shall be determined to be made by the member at the time received by the company and in the form received.
- e) that it shall immediately inform the company if it becomes aware of any loss, theft or unauthorized use of the Login ID and Password(s).
- f) that the company has the right to suspend the online trading or electronic services if any incorrect Login ID and Password(s) are entered more than the allowed number of times.
- g) to provide the company with one's member appropriate contact information ie email, phone etc, and promptly provide the company with any changes to his/her member information, and to accept electronic communication from the company on email that the member has specified during registration sign up;
- h) that the company may in its absolute discretion impose restriction on the type of orders and the range of prices for orders which can be placed in the electronic system
- i) that the Member agrees to pay all subscription, services and user fees, if any, that the company charges for the Electronic Service, and authorizes the Company to debit the Member account with then same (based on fees as posted on online trading site).
- j) that it shall be bound by any consent the Member gives through the Electronic Service that the company provides on any notice, statements, trade confirmations and other communications to the Member solely through Electronic services and
- k) that it shall log-off the Electronic Services immediately following the completion of each Electronic Services session.

2.4 After the giving of an instruction via the Electronic Services, the Member shall ensure and check via the Electronic Services that its instruction has been correctly acknowledged by the company.

2.5 The Member acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Electronic services and that it could be amended or cancelled only if it has not been executed by the company or its system. In such circumstances, the company will use its best effort to try and help to amend or cancel the instructions. There is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Member will remain liable for the original instructions and the subsequent fee as a result.

### **3. Copyright**

The information is the property of the company, the information provided is protected by copyright. The company shall

- a) Not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights, and
- b) Not use the information or any part thereof other than for its own use or in the ordinary course of its own business.

The Member agrees not to:

- a) Reproduce, retransmit, disseminate, sell, distribute, broadcast, circulate or commercially exploit the information in any manner without the written consent of the company and the relevant Information

provider.

- b) Use the information for any unlawful purpose.

The Member agrees to comply with reasonable written requests by the company to protect the information providers and the company's respective rights in the information and the Electronic Service.

The Member authorizes the company to use information on the Electronic Services supplied by the member herein and to enable the company to comply with the terms relating to data feeds.

#### **4. Intellectual Property Rights**

The company acknowledges that the Electronic Services, and any software comprised in it, proprietary to the company. The customer warrants and undertakes that it shall not attempt to, tamper with, modify, decompile, reverse engineer, or otherwise alter in any way, and shall not attempt to gain authorized access to, any part of the Electronic services or any of the software comprised in it. The Member agrees that the company shall be entitled to terminate this Online Trading Agreement if at any time the member breaches, or if the company at any time reasonably suspects that the Member has breached this warranty and undertaking.

#### **5. Outstanding Transaction**

Our customer care center may inform Member(s) via SMS / email when the transaction is completed. Also they may request Member(s) to deposit adequate amount when Member(s) have an outstanding balance. For guideline regarding order placing instruction and order confirmation, please reference **Deposit and Withdrawal Information**.

For account without sufficient amount (digital token currencies / fiat equivalent) for trading, the account will automatically freeze and deduct its service fee first for activation until new funds are injected. The company reserves the right, to first set off any negative balance in the Member's account(s) before executing new instruction.

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