# **Terms and Conditions**

The following Terms and Conditions ("Terms") govern your ("you") purchase of cryptocurrencies from the fantohm.com and usdbalance.com websites, and the use of services provided by fantohm.com and usdbalance.com. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

### **Definitions:**

Cryptocurrencies or Digital Assets: Digital currencies whose transactions are verified and records maintained by a decentralized system using cryptography. This definition refers to FHM, sFHM, fwsFHM, mwsFHM, USDB cryptocurrencies, and third-party cryptocurrencies swappable on the fantohm.com and usdbalance.com websites.

Smart contract(s): A smart contract is a computer program or a transaction protocol that is intended to automatically execute, control or document relevant events and actions.

Services: The cryptocurrency staking, swapping, burning, minting, wrapping, bridging, farming, pooling, and any other services that are provided on fantohm.com and usdbalance.com websites.

UI: The fantohm.com and usdbalance.com user interface used to interact with the Services.

Domain: A domain name is an identification string that is used to access a website on the internet.

DNS: A protocol that associates domain names to the numerical IP addresses needed for locating and identifying a Domain on the internet.

### Waiver of liability:

All fantohm.com and usdbalance.com Services are provided on an "AS IS" basis and the fantohm.com and usdbalance.com team makes no representations and no warranties, express, implied, statutory, or otherwise, regarding any matter, including any implied warranties of fitness for purpose and safety of the fantohm.com and usdbalance.com Cryptocurrencies, Smart contracts source code, UI and websites. By using the fantohm.com and usdbalance.com Services you acknowledge your use of the Services is entirely at your own risk.

The fantohm.com and usdbalance.com team will not be liable to you for any loss whatsoever, including any direct loss, indirect or consequential loss, (which includes, without limitation, any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data) howsoever caused (including as a result of negligence). Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit.

# Acknowledgment of risks:

You hereby acknowledge that you are fully aware of and, understand, the risks related to the use of the fantohm.com and usdbalance.com Services, including but not limited to:

- A significant risk of losses of your cryptocurrencies, inherent with trading, holding, and transacting;
- Risk of the partial or total loss of your cryptocurrencies due to the exploitation by third parties of the fantohm.com and usdbalance.com smart contracts, coding errors, UI, domain, and DNS weaknesses;
- The price and liquidity of your cryptocurrencies may be subject to large fluctuations. The value of cryptocurrencies is derived from the continued willingness of market participants to exchange fiat currency for cryptocurrencies, which may result in the potential for a permanent and total loss of value of your Cryptocurrencies should the market for your Cryptocurrencies disappear;

- Transactions made with Cryptocurrencies on the blockchains are irreversible, and, accordingly, losses due to fraudulent or accidental transactions are not recoverable;
- All Cryptocurrency transactions made on the fantohm.com and usdbalance.com websites are deemed to be made when recorded on a Blockchain public ledger. The public nature of said transactions may lead to an increased risk of fraud or cyber-attack.

#### No financial services/advice:

You hereby acknowledge that, in your jurisdiction, fantohm.com and usdbalance.com are not regulated as financial institutions or service providers and that the fantohm.com and usdbalance.com Cryptocurrencies are not legal tender and are not backed by any governmental authority.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of the Cryptocurrencies you acquire and the risks for yourself, and that the fantohm.com and usdbalance.com team does not give advice or recommendations regarding Cryptocurrencies, including the suitability and appropriateness of, and investment strategies for, such assets. Nothing on these websites constitutes or is meant to constitute, advice of any kind.

You hereby acknowledge that if you require advice in relation to any financial matter you should consult an appropriate professional.

### Use of the fantohm.com website:

Unless otherwise stated, the fantohm.com team and its licensors own the intellectual property rights in the fantohm.com website and material on said website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website in order to access and use the fantohm.com Services subject to the restrictions set out below and elsewhere in these terms and conditions.

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- Republish material from this website (including republication on another website);
- Sell, rent, or sub-license material from the website;
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- Redistribute material from this website except for content specifically and expressly made available for redistribution.

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- Sell, rent, or sub-license material from the website;
- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- Redistribute material from this website except for content specifically and expressly made available for redistribution.

## Acceptable use:

You must not use websites, fantohm.com and usdbalance.com, in any way that causes, or may cause, damage to the websites or impairment of the availability or accessibility of the websites; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use fantohm.com and usdbalance.com websites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the websites without the fantohm.com and usdbalance.com team's written consent.

### Reasonableness:

By using the websites fantohm.com and usdbalance.com, you agree that the exclusions and limitations of liability set out in these terms and conditions are reasonable. If you do not think they are reasonable, you must not use the websites.

# Changes to these terms and conditions

The fantohm.com and usdbalance.com team may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of the websites from the date of the publication of the revised terms and conditions on the websites. Please check this page regularly to ensure you are familiar with the current version.

## Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.