

## Terms & Conditions

The Terms and Conditions (the "T&C") apply to the buyer of the FABA CAPITAL Token ("FABA" or "FABA T/token" or "T/token") and future user of the FABA application. PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT ACQUIRE TOKENS.

By acquiring FABA token during the token sale (the "FABA T/token S/sale" or "T/token S/sale") you will be bound by these T&C, and all terms incorporated by reference. Your acquisition of FABA Tokens is subject to these T&C.

## Applicability

These Terms & Conditions of the FABA CAPITAL Token created by FABA CAPITAL LTD, British private limited company, Company ID: 12479092 with official address Nwms Center 31 Southampton Row, Office 4.19, 4th Floor, London, England, WC1B 5HJ (also referred to as the "C/company") are governing relations between the Company and third parties arising from the use of the website [www.fabacapital.com](http://www.fabacapital.com) (hereinafter as "platform" or "website" or "administration"). Under these Terms, the contract of acquiring FABA token (hereinafter as "A/agreement") may be concluded between the user (hereinafter as "U/user" or "B/buyer" or "H/holder") of the platform and the Company. FABA CAPITAL LTD is a holding company, which acquires selected company's stakes primarily in areas of bio-tech, med-tech, food-tech, IT, AI, education, etc. with positive impact on the environment and human lives. By using our services, User is agreeing to be bounded by the T&C in its latest version. You are aware that FABA CAPITAL LTD may change this T&C at any time at its sole discretion. Your continued use of the FABA application or your continued hold of the FABA Tokens, means that you accept any new or modified terms.

## Definitions

### FABA CAPITAL token

means an ERC-20 digital token created by the Company. FABA is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the FABA Token network to malfunction or operate in a way that is not expected.

**Ethereum** or ETH means the Ethereum cryptocurrency;

**Person** means any natural person or legal entity and, unless the provisions or context of the Terms imply otherwise, a Person shall be construed to also include the User;

**Platform** means the application available through the Website or any smart or mobile device application provided by the Company, which enables Users to acquire or use the Tokens and to create, provide, publish, access and use any permitted content;

**Request** means the request of the registered User to acquire the Tokens, made in the form required by these Terms;

**Restrictions** mean any restrictions applicable to the User or other Person, including any restrictive order, limitation of his legal capacity or capacity to act, and any other restriction imposed by any applicable law, regulation or a decision of a public authority or government body, which would restrict, prohibit or put in doubt his ability or right to access or use the Platform, or to access or use of any of its functionalities;

**Terms** mean these Terms and Conditions or T&C and, unless the context requires otherwise, also the terms and conditions of any official document referenced in the Terms and Conditions, all of the above as amended or updated from time to time, as the case may be. In case the User and the Company enter into any agreements or arrangements in addition to the Terms and Conditions, the reference to the Terms shall be deemed to refer also to the provisions of such arrangements or agreements;

**User** means any Person accessing or using the Platform or any of its functionalities, including any person attempting to do so in any way.

**Hack** means any virus, trojan horse, worm, backdoor, or other software, hardware, or blockchain code or tool

**Investigation** means the initiation of any investigation of the Company, Token or any rights associated with the Token by a securities, tax, commodities or financial regulatory agency or entity.

## **Prohibition of US Contributors**

US citizens, residents or green card holders are excluded from participation in the FAB token sale and should refrain from participating in subsequent Token Sales. This is due to excessive regulatory risks from SEC (US Security and Exchange Commission). Citizen of US, that participate in the token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

## **Prohibition of Chinese and Hong Kong Contributors**

Citizens, residents and nationals of China and Hong Kong are, as well, excluded from taking part in the FAB token sale. This is due to the legal restrictions currently in force under Chinese jurisdiction. Citizens of China and Hong Kong, that participate in token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

## **Services**

FABA CAPITAL LTD. is a holding company, which acquires selected company's stakes (66,5% from token proceeds) primarily in areas of bio-tech, med-tech, food-tech, IT, AI, education, etc. with positive impact on the environment and human lives. By acquiring company's stakes, FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

## **FABA CAPITAL Token**

FABA CAPITAL token is an ERC20 token created and hosted on the Ethereum blockchain protocol and represents a security token (digital asset) with the entitlement to the future profit of FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

FABA CAPITAL token means an ERC-20 digital token issued by the Company, set up in the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

FABA tokens are sold through private sale in exchange for two major cryptocurrencies (BTC, ETH) payment. FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

After successful exit of any of the portfolio companies FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

- Acquisition gains - Initial Purchase = PROFIT
- PROFIT \* 0,7 = Amount to be distributed on pro rata basis among FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.
- PROFIT \* 0,3 = Amount of the total profit to be re-allocated in FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.
- Initial Purchase + Amount of profit funds to be re-allocated in FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

If the acquired income is lower than initial purchase, FAB token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate [www.fabacapital.com](http://www.fabacapital.com) in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

FABA token emission represents a total of 10 billion FABA tokens. The token allocation of FABA will be as follows:

Total number of FABA tokens 10 billion - 100%

FABA tokens for sale 4,5 billion - 45%

FABA CAPITAL company 5,5 billion - 55%

#### Marketing and operational costs

Based on these T&C, user agrees with following conditions: Total 28% of token sale proceeds are redistributed into unilevel carrier as the commission for the token sale.

Total 5.5% of token sale proceeds represent operational costs.

#### Token sale - Unilevel carrier

The token sale starts on March 1<sup>st</sup> 2020 and will continue until all 45% of FABA tokens (4.5 billion) are sold. FABA token sale is based on the unilevel carrier, where each user is rewarded for the acquiring of FABA tokens, based on his/her current position in the unilevel carrier.

FABA Token can be acquired during the Token Sale directly from the Company.

FABA CAPITAL LTD. has rights not to accept payment from users who violate statutory and governmental conditions, or if prohibited by their own jurisdiction of citizenship.

FABA CAPITAL LTD is fully compliant with AML standards of legalization of funds from terrorist activity, the Customer honestly declares that he/she does not act contrary to this fact by agreeing to these T&C.

FABA token sale is based on the unilevel carrier, which consists of following 8 positions:

Position	Commission	Requested income (USD)	Min. number of sales team members to reach next level	Conditions for entry	Income excluding 3 main members (USD)	Individual entry (USD)
7. President	28%	100 000 000	4	min. 3 vice presidents	10 000 000	60000
6. Vice President	27%	25 000 000	4	min. 3 directors	5 000 000	30000
5. Director	25%	5 000 000	4	min. 3 executives	1 000 000	15000
4. Executive	22%	950 000	4	min. 3 masters	165 000	10000
3. Master	18%	180 000	4	min. 4 managers	30 000	5000
2. Manager	13%	15 000	4	min. 4 consultants	-	1500
1. Consultant	8%	-	-	-	-	1000
0. Registration	-	-	-	-	-	<1000

## **Carrier terms**

**User** - any Person accessing or using the Platform or any of its functionalities, including any person attempting to do so in any way.

**Affiliate link** - a specific URL that contains the Main user's ID.

**Main user** - any user of the platform, who has his own sales team acquired based on his affiliate link and all conditions fulfilled for entry.

**Member of the sales team** - any user under Main user with any position lower than the position of the Main user.

**Main member** - member of the sales team of the Main user, that is on the first lower position than the Main user is.

**Sales team** - team of users under Main user acquired using affiliate link of the Main user. This team may consist of main members or main users with any position lower than the position of the Main user or same position as Main user.

**Position** - there are 8 positions in the unilevel carrier. User, who will register for the first time on FABAs platform and will pass KYC verification, will be automatically placed on the 0. position. After making the payment of individual entry, user will enter the 1<sup>st</sup> position "consultant".

**Individual entry** - obligatory payment of each user on each position. Each user, who will register for the first time on FABAs platform and will pass KYC verification, will be automatically placed on the 0. position. There is 7-days period for making the individual entry payment. After making the payment of individual entry, user will enter the 1<sup>st</sup> position "consultant". When entering 2<sup>nd</sup> position, user must only pay the difference between 1<sup>st</sup> and 2<sup>nd</sup> position individual entry. This rule applies on all of the next positions. In the case the individual entry is not paid within 7 days, FABAs CAPITAL LTD has the right to cancel the account of such a User. In the case the payment of individual entry is made in the amount less than 1000 USD, the User stays on the 0. Position.

**Commission** - reward paid for the acquiring of FABAs tokens. Main user on each position is rewarded with different commission for FABAs token purchases done by main member; minimum represents 8% of purchased amount on the 1<sup>st</sup> position "consultant" and maximum 28% of purchased amount on the 7<sup>th</sup> position "president". Commission is paid in the same mean of payment as individual entry. Please see for details in the table above.

**Inter-commission** - reward paid to the Main user for the acquiring of FABAs tokens by member of his sales team, which is not a Main member; inter-commission depends on the position of the sales team members of the Main user and Main user. In the case when the member of the sales team will reach the position of his Main user, there will be no inter-commission paid for purchased FABAs tokens. Inter-commission is paid in the same mean of payment as individual entry.

**Requested income** - amount in USD for purchased FABAs tokens to be reached in order to be qualified for the next level in the carrier; requested income includes individual entries of all the users that are under Main user's sales team. Please see for details in the table above.

**Minimum number of sales team members to reach next level** - in order to reach 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> position, there are minimum 4 members necessary to be in the team of the main user.

**Conditions for entry** - in order to reach 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> position, there is different number of main members necessary to be in the team of the Main user. Please see for details in the table above.

**Income excluding 3 main members** - amount in USD for purchased FABAs tokens to be reached excluding 3 main members (their own requested incomes) in the sales team of the Main user in order to be qualified for 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> position. Please see for details in the table above.

## **Liquidity of the FABAs Token**

FABAs tokens are locked tokens therefore not transferable to other cryptocurrency wallets. The holder of the tokens acknowledges the fact, that the token isn't liquid. Liquidity is dealt with on client to client basis. FABAs CAPITAL LTD has a 30-day period of the first right of refusal, after which the FABAs token holder can sell his/her cryptocurrency wallet to any other third party. Wallet transfer requirement must contain amount of FABAs tokens and the price and must be addressed to Company's e-mail: [hello@fabacapital.com](mailto:hello@fabacapital.com). FABAs token will not be listed on any cryptocurrency exchange.

## **Knowledge required**

The User undertaking to acquire FABA token in relation to the Token Sale should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies. Company shall not be responsible for any loss of FABA Token or situations making it impossible to access to FABA Token, which may result in any actions or omissions of the future User or any person undertaking to acquire FABA.

## **User registration and Compliance**

To become registered as a User, you must duly and correctly fill in and enter the registration form through the online Platform. To become registered User, the User must provide true and complete information requested in the Registration Form, as well as any additional steps or actions required by instructions included in the Process (e.g., User confirmation of his registered email address). After receiving an e-mail with confirmation of the registration to the platform a person becomes a registered User.

## **FABA token Acquisition**

By accessing the platform, the user confirms that he has become acquainted with these T&C, which forms an integral part of the pre-contractual notice and agrees with their wording valid and effective at the time of registration. In accordance with these T&C, Company (as the seller) undertakes to transfer the right of ownership in the Tokens to the buyer and the buyer undertakes to transfer the right of ownership in a token price i.e. the amount of BTC, ETH determined by the company (hereinafter the "Price").

User shall transfer Ethereum ('ETH') or Bitcoin ('BTC') to a cryptocurrency wallet address generated on the platform for the purpose of purchasing the Company's Token.

The User fulfils the agreement by exchanging their BTC or ETH for FABA tokens on the platform in the amount of individual entry. The agreement is entered into and becomes effective when the User's individual entry is delivered to the Company's cryptocurrency wallet and visible on the platform. If the User fails to execute the transaction within 7 days from the moment of the registration and individual entry is not delivered to the Company's cryptocurrency wallet, Company is entitled to cancel User's account.

User must provide an address on ETH blockchain that is fully ERC-20 compliant and able to receive the Company's Token.

For any errors in data transmission, the seller is not responsible.

The Company fulfils the agreement by sending the Tokens to the User's cryptocurrency wallet without undue delay after user's BTC or ETH are exchanged for FABA tokens on the platform.

Token prices are contractual and may vary depending on the supply and demand, as well as the market itself, and are listed without VAT and any fees set by law.

## **Legal duties concerning acquisitions of Tokens**

### **No multiple registrations**

The User or other Person may not register more than once to use the Platform of the Company. For these purposes, no User or other Person is entitled to use fake profiles, fake identity, identity of another Person, or another User's profile or registration data to check in or register with the Company or to use the Platform. No User or other Person shall use or attempt to use the systems of automated registration. This is what every user claim to be honest.

### **Obligation to notify third Person's breach**

Any User accessing or using the Platform is obliged to comply with all of the Terms and with the laws applicable to him. Should the User learn of any breach of these Terms or of the applicable laws by any third Person, the User shall promptly notify the Company of such breach and provide identification of such third Person, if such Person is known to the user. If the prompt notification is impossible, the User shall notify the Company of such breach without unnecessary delay.

**Obligation to update information**

It is the User's sole responsibility to keep all the information and data provided to the Company up to date so that the Company can use them for the purposes of communication, transfers and other legitimate purposes. The User acknowledges and agrees that any communication or transfer made by the Company, which is based on the latest information and data provided by the User, shall be deemed duly made.

**Communication and costs**

The User expressly agrees that all communication between him and the Company shall be carried out through the electronic solutions, mainly through the Platform. This does not prevent the right of the Company to introduce and communicate with the User by other electronic means of communication, such as e-mail, text messages, social media channels, or other. The communication between the Company and the User carried out through the Platform, and the communication of the Company with the User by using the e-mail address or mobile phone number registered by the Company as belonging to the User, shall be deemed duly and properly made between the Company and the respective User. The User acknowledges and agrees that all expenses of such communication, such as fees and other costs (mobile operator bills, rates, data limits, etc.) incurred in this regard by the User, shall be fully borne and paid by the User.

**Continued obligation of Users and other Persons to ensure compliance**

A Person attempting to access, use or register with the Platform is obliged, prior to such act, to ensure that he is not subject to any Restriction and that he is allowed to do so by all applicable laws and regulations. In case of any doubt in this regard, such Person undertakes to seek and receive independent professional legal advice. Any User learning of such limitation that arose after his registration, or learning of a risk that such limitation may be or become applicable to him, undertakes to seek independent professional legal advice on this issue to make sure he complies with all limitations based on the laws, regulations and Restrictions applicable to him, and if he learns of any such limitation, he undertakes to cease using the Platform or any of the Platform functionality which would violate any such limitation. If the Restriction so requires, the User is obliged to inform the Company of such event. The Users and other Persons expressly acknowledge and agree the Company shall not be held responsible or liable on any grounds for any breach, tort, crime or any other offence, or loss of any type, incurred as a result of a breach by any User or other Person of any Restriction applicable to him.

**Anti-Money Laundering (AML) and KYC Policy**

Each Token buyer represents that any consideration to be paid for the Token pursuant to this Agreement does not derive from activity that is or was contrary to law or from a person or location that is or was subject of any embargo or other economic sanction and that no consideration to be paid for the Token in accordance with this Agreement will provide the basis for any liability for any person under any anti money laundering laws or economic sanction laws. Each Token Buyer represents that neither such Token Buyer nor any of its nominees, agents, or affiliates is on the specially designated OFAC list, other control list or similar European Union watch list.

Company has adopted a Know Your Customer Policy" (the "Policy"), which may be amended or changed from time to time as described herein these Terms. Company may enact reasonable procedures and processes to administer this Policy and to identify and verify the identity of any user of its Platform, which may include but is not limited to procedures and processes intended to: designation of a compliance officer; employee training; auditing; request evidence or documentation necessary to verify User's identity and other necessary information; monitoring of User's Tokens and account; and use third-party service providers to verify the identity of any and all users of the Platform. The Company shall not accept or process any Token acquiring that it deems to be in violation of its KYC or Legal or Fiscal compliance policies.

The User understands that his request to acquire FABA Token will be accepted and he will receive FABA only after having successfully passed through FABA CAPITAL LTD. or a third-party KYC process. This means that FABA will not be distributed until the User has passed through this screening successfully. If the User fails to pass the KYC screening, the offer to acquire FABA will be rejected and she/he will not receive her/his FABA.

Users accept that Company can refuse accepting the offer to acquire FABA which is not compliant with the internal due diligence.

Each of the Users represents and warrants that all funds used for the acquisition of Tokens originate from lawful and legitimate sources. In particular each of the Users represents and warrants that such funds do not originate from any activity considered criminal or otherwise illegal in any relevant jurisdiction. Each of the Users undertakes not to use any of the Tokens to commit, finance, facilitate or reward any act, which constitutes a crime or similar offence under the laws of any relevant jurisdiction. Each of the Users represents and warrants that the funds used for the acquisition of Tokens are his own, that he does not acquire the Tokens as an agent of a third Person, and that he does not intend nor he shall use Tokens or any proceeds for legalizing the income originating from any activity which is considered illegal under any applicable law or regulation. These provisions do not preclude application of the mandatory provisions of the applicable laws setting out any further anti money laundering measures or rules. Each of the Users acknowledges that under the applicable laws, the Company may be requested to provide the public authority or government body certain information and data available to the Company, which could be used for identifying the User and/or his transactions. For such events the User agrees with and authorizes the Company to disclose such data and information to the respective public authorities or government bodies in the extent required by the applicable laws.

### **Risks**

The user understands and acknowledges that there might be some risks owing to the development process, company success, as well as risks relating to blockchain, transactions or unanticipated risks. By taking part in the token sale a user confirms that he/she is aware of the following and/or other associated unmentioned risks and that the company would not be liable to bear any loss owing to these risks. If User is not willing to acknowledge and accept these risks in the future do not buy FABA Tokens. The probable future risks might include but are not limited to the following:

#### **Risk of software weakness**

The user should be aware of the fact that there are no warranties or assurances to the perfect, uninterrupted or error-free working of the underlying software. Thus, there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs, causing inter alia, the complete loss of tokens. If such bugs, defects and/or viruses affect the creation of FABA tokens or in some way affect the contributions of the user, the company in no situation shall be held responsible for the loss and/or be liable to bear any loss and/or return of the amount.

#### **Regulatory risk**

Blockchain is a new technology and many aspects of blockchain are yet improving including its development, utilization as well as associated regulations.

The user shall acknowledge and accept that the current regulations and laws on blockchain might change in future and that these regulations might affect their experience. Future regulations might affect the current smart contract system and/or the FABA platform and lead to termination or loss of FABA tokens for the buyer.

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

Users shall acknowledge and accept that despite blockchain being a very secure platform, there might be some risks of theft and mining attacks, double-spend attacks, majority mining power attacks, "selfish-mining" attacks, rare condition attacks, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Any such successful attacks can result in loss of FABA tokens, improper functioning of software, irregular transactions.

#### **Risk of incompatible wallet services**

FABA tokens are compatible tokens thus User shall first ensure that User own a compatible token wallet or else User might lose access to the FABA tokens User's buy, and the company will hold no responsibility for it.

#### **Risk arising from taxes**

There is no certain tax characterization of the FABA tokens thus the contributor shall refer to his/her tax advisor for the transfer, usage and storage of FABA tokens. The customer shall be well aware of the tax regulations including withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements applicable in their geographical area. The contributor shall bear any loss resulting from not adhering to regional and national tax regulations him/herself.

**No assumed control of the Company over the Platform**

Each of the Users represents and warrants that although the Company has developed or provided for the Platform certain basic software, design applications and functionalities for the Platform, the Company effectively cannot and shall not control the User-created content of the Platform. Therefore, the Company is not responsible for the Platform and its content, including its use or misuse by any third Person to the detriment of any User or other Person.

**Risks specific to the company**

- Risk associated with venture capital; there is a high risk associated with company's stakes purchases, where the initial funds may be lost. It may happen, that the company will report a loss and loses all initial funds. In order to reduce this risk, FABIA CAPITAL LTD will eliminate the failure possibility rate by execution of comprehensive due diligence and implementation of tranche mechanism linked to the agreed key milestones of the acquired project.
- Risk of newly established companies; half of the companies that FABIA CAPITAL LTD plans to acquire, represents newly established companies (so-called start-ups). These companies do not have an established track record which could support adequate business decisions. The companies may tend to lose money in the first years of operation. In some cases, companies may lose all their funds. Much greater risk is posed by so-called seed companies, companies in the early stages, which are at level of research and development. FABIA CAPITAL LTD will diversify the acquired portfolio by acquiring in private equity companies, companies that are established and need development funds for expansion.
- Risk of FABIA CAPITAL LTD depending on its acquired companies; FABIA CAPITAL LTD will be exclusively dependent on the acquired companies. In case companies are not successful, and do not generate profit, FABIA CAPITAL LTD may report a loss of business.
- Risk of not finding a suitable client; FABIA CAPITAL LTD will undergo the risk of not finding a suitable client if decides to sell its acquired company's stakes. If FABIA CAPITAL LTD does not find a suitable client and the company in which FABIA CAPITAL LTD will have a business stake will generate a loss, it may result in a lower than planned profit, or even a financial loss.

### **Important Disclaimer**

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect FABAs business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire FABA Token must be aware that FABAs CAPITAL business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire FABA Token acknowledges and understands, that neither FABAs CAPITAL LTD nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

FABAs CAPITAL LTD will do its best to launch its operations and fund and work with startups. Any person undertaking to acquire FABA acknowledges and understands that FABA does not provide any guarantee that it will manage to achieve it.

Acquiring FABA Token shall not grant any right or influence over FABAs organization and governance to the Users. These tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledges and understands therefore that FABAs CAPITAL LTD (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the FABA Token.

FABA Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the FABA Token network to malfunction or operate in a way that is not expected.

### **Representation and Warranties**

By participating in the Token Sale and placing the offer to acquire FABA, the User agrees to the T&C and in particular, she/he represents and warrants to the Company (and the Company when accepting the offer relies on such representations and warranties) that she/he:

- is authorized and has full power to acquire FABA Token according to the laws that apply in her/his jurisdiction of domicile;
- is not a U.S., China or Hong Kong citizen, resident or entity ("Restricted Person") nor is acquiring FABA Token or signing on behalf of a Restricted Person;
- is familiar with all related regulations in the specific jurisdiction in which she/he is based and that acquiring cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- is not acting for the purpose of speculative investment;
- lives in a jurisdiction which allows FABAs CAPITAL LTD to sell the FABA Token without requiring any local authorization;
- will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- is solely responsible for determining whether the acquisition of FABA Token is appropriate for her/him;

understands the use of cryptocurrencies and its associated risk

**Intellectual Property Rights**

To the extent that copyright trademark or any other intellectual property rights exist in the FABA CAPITAL LTD., such as software, know-how, analysis or programs, those existing and future copyrights and other intellectual and industrial rights (hereinafter "IP Rights") belong solely to FABA CAPITAL LTD. and its affiliated companies and you as an owner of FABA or user of FABA platform do not and will not have any related rights in such IP Rights.

**Limitation of Liability**

FABA CAPITAL LTD., as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or responsibility for any loss raised from the Token Sale or acquisition of FABA Token, arising out of or related to the use of the FABA token or any technical, interruption or malfunction of the FABA platform.

The limitation of liability set out above shall not be applicable in the event that FABA CAPITAL LTD, or a FABA CAPITAL-employee, has caused the damage by intentional misconduct or by gross negligence.

**Severability**

If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

**Applicable Law and Jurisdiction**

The T&C, use of the platform and acquisition of FABA Token through Token Sale or otherwise are subject to and governed by British - England and Wales Law. Any User and FABA CAPITAL LTD. agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the British Rules of International Arbitration in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The arbitral proceedings shall be conducted in English.

**PRIVACY POLICY**

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.fabacapital.com](http://www.fabacapital.com) (website) you are accepting and consenting to the practices described in this policy.

**Information we collect from you**

We will collect and process the following data about you:

**Information you give to us.**

This includes any personal information that you give us by filling in forms on the Website or by corresponding with us by phone, e-mail or otherwise. It also includes information you provide when you register to use our Website, subscribe to our service, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, contribute to our Token Sale (as defined in the terms of our Token Sale) and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, date of birth, financial information, personal description and photograph, crypto-wallets addresses and any other personal data provided to us.

**Information we collect about you.**

With regard to each of your visits to our site we will automatically collect the following information:

Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information (if applicable), browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), information you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouseovers), methods used to browse away from the page and any information of yours related to contact our customer service team (e.g. phone number).

**Information we receive from other sources.**

This is information we receive about you from public domain, third parties or other websites we operate or the other services we provide. Third parties we work with include: business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers and credit reference agencies).

## **COOKIES**

Our website uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site. The cookies we use are session or time-based. However, if you wish you can change your cookie settings in your browser if you would like to prevent any cookies being stored on your online enabled device, but be aware that this may severely impact the functionality of the site.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

## **USES MADE OF THE INFORMATION**

You represent and acknowledge, that we use information held about you in the following ways:

Information you give to us. We will use this information:

- To carry out our obligations arising from any contracts entered into between us and to provide you with the information, products and services that you request from us;
- To provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- To provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you.
- To notify you about changes to our service;
- To ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

- To administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- To improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- To allow you to participate in interactive features of our service, when you choose to do so;
- As part of our efforts to keep our site safe and secure;
- To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- To make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources. We will combine this information with information you give to us and information we collect about you and (depending on the types of information we receive) use it as described above.

## **DISCLOSURE OF YOUR INFORMATION**

You agree that we have the right to share your personal information with:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

Selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- Analytics and search engine providers that assist us in the improvement and optimisation of our site;
- Fraud and crime prevention agencies for the purpose of assessing the risk of crime, fraud and money laundering and this is a condition of us entering into any contract with you.

We will disclose your personal information to third parties:

- As required by law.
- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If the Company, or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply FABA Token Sale Terms and Conditions and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection money laundering prevention and credit risk reduction.
- To ensure that we can successfully seek to complete our Token Sale and to meet our legal and contractual obligations to you related to the Token Sale.
- To avoid crime, money laundering and the risk of fraud.
- To ensure that we have relevant information on persons wishing to contribute to our Token Sale.
- To ensure that the underlying network that will be developed pursuant to the Token Sale and/or on which the Tokens are intended to be usable has sufficient and relevant information in order to support you and your use of the Tokens.
- In order to provide relevant information to regulators, government agencies and banks that may request information on the Token Sale.

#### **WHERE WE STORE YOUR PERSONAL DATA**

All information you provide to us is stored on Amazon Web Service of Amazon Web Service LLC

The data that we collect from you may be transferred to, and stored at, a destination outside Great Britain. It may be processed by staff operating outside Great Britain who works for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

#### **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. You can exercise the right at any time by contacting us [hello@fabacapital.com](mailto:hello@fabacapital.com). Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act.

#### **CHANGES TO OUR PRIVACY POLICY**

Any changes we make to our privacy policy in the future will be posted on the web: [www.fabacapital.com](http://www.fabacapital.com). Please check back frequently to see any updates or changes to our privacy policy.

#### **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [hello@fabacapital.com](mailto:hello@fabacapital.com)

**Termination:**

Company may suspend, restrict, or terminate User's access to and use of the Platform, and/or deactivate or cancel User's account if: (a) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (b) We reasonably suspect User of using User's account in connection with a Prohibited Use (as defined herein) or Prohibited Business (as defined herein); (c) Use of User's account, or User's use of the Platform is subject to any pending litigation, investigation, or government proceeding and/or in the Company's sole discretion, is perceived to create or increase the likelihood of a heightened risk of legal or regulatory non-compliance associated with User's use of or access to the Platform; or (d) User takes any action that Company deems to be circumventing or intended to circumvent Company's controls, including, but not limited to, opening multiple accounts or circumvention of Company's security of the platform. If Company suspends or closes User's account, or terminates User's use of Platform for any reason, We may provide User with notice of our actions unless a court order or other legal process prohibits Company from providing User with such notice. User acknowledges that Company's decision to take certain actions, including limiting access to, suspending, or closing User's account, may be based on confidential criteria that are essential to Company's risk management and security protocols. User agrees that Company is under no obligation to disclose the details of its risk management and security procedures to User. By opening, creating, or accessing an account on the Platform, User agrees not to engage in any of the following categories of activity ("Prohibited Use"), which includes but is not limited to the following: unlawful activity, abusive activity, abuse of others, fraud, intellectual property infringement, or any activities that may constitute unlawful, abusive, or fraudulent behavior. By opening, creating, or accessing an account on the Platform, User represents and warrants that User does not engage in any business or business practices ("Prohibited Business"), which includes but is not limited to the following: any business that Company believes poses financial risk, regulatory risk, or legal liability to the Company, any opportunities that promise the expectation of profit or high rewards; or any unfair, deceptive, or predatory actions or towards consumers. Force Majeure In no event will Company be liable or responsible to User, or deemed to be in default or breach of these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by any circumstances beyond Company's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, national or regional shortage of adequate power or telecommunications or transportation, power outages, blackouts, brownouts, electrical surges or any event resulting in a stoppage, delay, Hack or failure, malfunction, breakdown, disruption, forking, errors of any blockchain or any blockchain-based software systems in connection with Platform. Company may terminate these Terms if a Force Majeure Event affecting the Company continues substantially uninterrupted for a period of 30 days. In the event of any failure or delay caused by a Force Majeure Event, the Company may give notice to User stating the period of time the occurrence is expected to continue and may use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Last change to the terms dated on 6th of May 2020.  
FABA CAPITAL LTD