FASQON UNIPESSOAL LDA
Rua dos Aranhas n.º 51, sala 14, 9000-044,
Funchal, Portugal
office@fasqon.com https://fasqon.com/

TERMS OF USE

Last Updated

September 24, 2024

These Terms of Use is an Agreement between you and:

Fasqon, Unipessoal LDA, is a limited liability company incorporated in Portugal, Madeira (full name: Fasqon, Unipessoal LDA, registration number (Código de acesso): 2853-2787-4837) and was established under the laws of Portugal.

The Company's head office is based Lagoas Park, Building 7 - 1st floor South, office 13, 2740-244 Porto Salvo, Portugal[1] . Fasqon, Unipessoal LDA is a service provider, with licenses issued by the Bank of Portugal enabling the Company to provide the services envisaged in these Terms of Use legally.

1.1 In this document, references to Fasqon/we/our/us/company are to Fasqon, Unipessoal LDA. At all times, any handling or delivery of Digital assets and any handling or dealing in any fiat currency will be carried out by Fasqon, Unipessoal LDA. Any references to Customer/you/your are references to you as a customer of Fasqon and a user of our services. Any references to the "Service" include the website https://fasqon.ai, APIs, or mobile applications.

1.3 Please read this document carefully, as it sets out the terms and conditions on which Fasqon will provide services to you through our website, Application Programming Interfaces ("APIs"), or mobile applications (together our "Site"). Please read these Terms carefully before using Fasqon. By accessing or using Fasqon, you agree to comply with these Terms/Agreement and other policies and notices, including any future changes. If you do not agree to these Terms of Use and other connected policies and notices, do not use Fasqon.

1.4 By signing up to create an Account with Fasqon and use our Services, you agree that you have read, understood, and accepted all of the terms and conditions of this Agreement and our Privacy Policy and Cookie Policy.

1.5 Risk Acknowledgement. By using Fasqon's site and entering into this Agreement, the Client fully understood and was made aware of the inherent and potential risks associated with an investment in any products or services provided by Fasqon, including, but not limited to, the risk of a complete loss of the Client's funds and investment or delays in payment or the realization of gains associated with the provision of services.

The Client acknowledges the potential risks involved, foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS THE BANK OF PORTUGAL and the respective successors and assigns of all of the preceding from any claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Fasqon.

The Client may sue Fasqon for all claims, liabilities, and legal action for damages, losses, and costs arising out of or otherwise relating in any respect whatsoever to activities, services, or products provided by Fasqon.

1.6 This Agreement will govern the use of the Services provided by Fasqon. By using the Services, you agree to be bound by the terms and conditions of this Agreement. If you do not

agree to any of the terms in this Agreement or any subsequent modification to this Agreement, you will not be permitted to use the Services, and your Account with us will be closed. This Agreement will come into effect when you confirm electronically that you agree to it. We recommend that you retain a copy of this Agreement and transaction records.

1.7 The use of Digital assets may be illegal in some jurisdictions. Before using the Services, it is your responsibility to know the regulatory requirements concerning transactions with Digital Assets in your jurisdiction.

1.8 For the purposes of this Agreement:

1.8.1 an “Account” means an online account created by you to access the Fasqon Services;

1.8.2 a "Business Day" means any day that is not a Saturday, Sunday, or public holiday in the respective jurisdiction referred to in clause 1.1, and in which the banks are open for business in such jurisdiction;

1.8.3 “Digital Assets” (“Cryptocurrency” or “Cryptocurrencies”) means a cryptographically secured digital representation of value or contractual rights that uses a form of distributed ledger technology and can be transferred, stored, or traded electronically. The definition of Digital Assets also includes “right to, or interest in, the Cryptocurrency”;

1.8.4 Fiat money means any currency issued by any government/state, designated as legal tender at the legislative level in the country of issue, and suitable for exchange with each other.

1.8.5 “Order” means a request for the Services;

1.8.6 “Partner” means third-party firms who refer you to Fasqon to purchase and/or sell “Digital Assets;

1.8.7 “Partner Sites” means Partner’s mobile applications and websites;

1.8.8 “Services” means the purchase, sale and/or swap of Digital Assets from Fasqon; and

1.8.9 “Wallet” means a secured digital facility in which Digital Assets are held;

1.8.10 “AML Policy” means rules of conduct aimed at the prevention of money laundering and terrorism financing, developed by the Company under the applicable law, which construes an integral part of the Terms.

1.8.11 User/Client/Customer/You - a natural person or legal entity that uses the Fasqon services.

1.9 You have understood, acknowledged, and accepted the following DISCLAIMER:

1.9.1 The risk of loss in trading or holding Digital assets can be substantial. Therefore, you should carefully consider whether trading or holding Digital Assets suits you in light of your financial condition. In considering whether to trade or hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero.

1.9.2 You acknowledge that Fasqon is not responsible for safeguarding or holding your Digital Assets, or any private keys or other security information to access your Digital Assets and that Fasqon is not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Assets private keys or other security information outside its control.

Fasqon ensures the completion of all Orders that are duly done by the Client. Title to Digital Assets the Client holds within his account rilins with the Client at all times and doesn’t transfer to Fasqon. None of the Digital Assets in the Client account is property of Fasqon, are loaned to Fasqon, or are subject to the claims of Fasqon’s creditors, and Fasqon does not represent or treat Digital Assets in the Client’s account as property of Fasqon.

Fasqon guarantees the safety of the Client's Digital Assets held in the Client's Account at Fasqon and cannot dispose of them without the Client's direct instructions. Fasqon does not ask for or keep the Client's private key to the Digital Assets wallet and can not perform any actions with the Client's Digital Assets held in the Client's Account at Fasqon without the client's direct instruction.

1.9.3 Every purchase and sale of Digital Assets is affected on and confirmed by the respective network of that Digital Assets. The confirmation takes time (usually less than one hour, but possibly one day or more). An Order is not complete until it is confirmed. Digital Assets associated with Orders that are pending will be designated accordingly.

1.9.4. We don't provide investment or consulting advice of any kind and are not responsible for the use or interpretation of information on Fasqon or any other communication medium. All Users of Fasqon must understand the risks involved in Digital Asset trading and are recommended to exercise prudence and trade responsibly within their own capabilities.

2. Eligibility. Account. Time of entry into force.

2.1. To use most of our services, you must create an account with us. Your account may hold Digital Assets. To use any of our services or to create an account, you must meet at least the following conditions:

- if you are an individual, be old enough to legally form a binding contract in your jurisdiction (18 years old or above, but it may be different where you live),
- if you are a legal entity, be duly organized and validly exist under the applicable laws of the jurisdiction of your organization,
- have a current and valid email address, mobile phone number, and street address,
- have full power and authority to enter into these Terms without violating any other agreement you have made,
- not have been restricted from using our services,
- if you are an individual, not be located in, under the control of, or resident in—or, if you are an entity, not be directly or indirectly owned or controlled by any person located in, under the control of, or organized or resident in—any sanctioned or embargoed jurisdiction (including Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russia, and Syria), or any jurisdiction where we may have restricted use of any services, and
- if you are an individual, not be listed on—or, if you are an entity, not listed on or be directly or indirectly owned or controlled by any person listed on—the Office of Foreign Assets Control of the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List ("SDN"), the U.S. Department of Commerce's Denied Persons List, Consolidated Non-SDN Lists available here, the United Nations (UN) Security Council Consolidated List available here, or regional or foreign government watchlists.

2.2. In addition, you may be required to comply with additional requirements to open an account or use the services in the jurisdiction in which you are located. We'll use reasonable efforts to notify you of such additional requirements, but your ability to open an account and use the services is subject to those additional requirements, whether notice has been provided or not. By making an account or using the services, you represent and warrant that you meet all of the Conditions. If you stop meeting the Conditions, you must immediately notify us and stop using your account and the services. We may require proof that you meet the Conditions.

Even if you meet the Conditions, we may, in our sole discretion, determine that you're not eligible to have an account or use the services.

2.3. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, to confirm the above eligibility requirements, to protect you or us against fraud or other financial crime, and as we determine, may be necessary to facilitate compliance with these Terms and applicable laws. You understand and agree that we may take action we reasonably deem necessary based on the results of such inquiries, that we have no obligation to inform you of the results of any investigations, and that you expressly waive any obligation we (or our affiliates) may have to take or advise you of, any possible remedial measures. When we conduct these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

2.4. Your Activities.

You agree to, represent, and warrant that you will:

- not use your account for the benefit of any person other than you,
- not share your account or password with anyone else,
- maintain the security of your account, including by using a strong password for your account that you don’t use anywhere else,
- notify us immediately if you discover or suspect any security breaches related to your account,
- take responsibility for all activities that occur under your account, and accept all risks of any authorized or unauthorized access to your account to the maximum extent permitted under applicable law, and
- always provide accurate, complete, truthful, and updated information (including email address, mobile phone number, and street address) when using any account or service.

2.5. At our discretion, we may determine whether temporarily suspending or terminating your account is necessary or appropriate.

2.6. You are solely responsible for all acts and omissions under your account, and you will be deemed to have taken all actions using your account.

2.7. When you click “Agree,” the terms will be entered into force. By this, you certify that you have read and agreed with these Terms, Privacy Statement, and other policies and notices. If you do not agree with these Terms, Privacy Statement, and other policies, notices, and any changes, you are not allowed to use the Fasqon services.

2.8. We reserve the right, at any time, to change, update, supplement, or terminate these Terms. Any such changes will be effective upon posting on the website. The effective date at the top of the Terms informs you of the latest version of the Terms. We recommend that you periodically review these Terms of Use for changes.

3. Services provided to you

3.2. Hosted wallet service and Digital Assets services, such as deposits, storage, exchanges or transfers, and other transactions between Digital assets, Exchange services from Digital Assets to Fiat assets and vice versa, and all other services, unless otherwise provided, are provided by Fasqon, Unipessoal LDA (a company incorporated under the legislation of Portugal, company number 2853-2787-4837).

3.2 When using the Services, you are buying or selling Digital Assets directly from or to Fasqon. Fasqon does not act as an intermediary or marketplace between other buyers and sellers of Digital Assets.

3.3 Fasqon will send/deliver Digital Assets to the Wallet address indicated at the time of the Order subject to the conditions of this Agreement;

3.4 At no point during the purchase or sale will Fasqon be in possession or control of the Client's Digital Assets. Fasqon guarantees the safety of the Client's Digital Assets held in the Client's Account at Fasqon and cannot dispose of the Client's Digital Assets without the direct instructions of the Client. Fasqon is not responsible for safeguarding or holding your Digital Assets, or any private keys or other security information to access your Digital Assets, and Fasqon is not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Assets private keys or other security information outside its control.

3.5 Orders through Fasqon are executed individually, one by one.

3.7 Fasqon DOES NOT facilitate or provide trading or investment or brokerage accounts or facilities, nor does Fasqon provide investment or any other financial advice.

4. Customer registration process

4.1 To use the Fasqon Services, you will need to register for an Account by providing your name and email address and accepting the terms of this Agreement. By using Fasqon Services, you agree and represent that you will use Fasqon Services only for yourself and not on behalf of any third party. Upon successful completion of the registration process, Fasqon will establish your Account. You are fully responsible for all activity that occurs under your Fasqon Account. In our sole discretion, we may refuse to open a Fasqon Account for you or terminate any Account and are not required to provide you with the reasons for taking any such action.

As part of the registration process, you must provide Fasqon with the information that is requested as part of the Account opening process to identify and verify your identity and for the detection of anti-money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You must complete specific verification procedures before you can use the Fasqon Services.

4.2 The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct, and you agree to keep us updated if any of the information you provide changes. We will treat this information by the data protection provisions of this Agreement, as set out in clause 13.

4.3 You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime and to take action we reasonably deem necessary based on the results of such inquiries. When we conduct these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should not affect your credit rating adversely. Additionally, we may require you to wait sometime after the completion of a transaction before permitting you to use further Fasqon Services and/or to engage in transactions beyond certain volume limits.

4.4 Failure to provide any information that Fasqon reasonably requests from you pursuant to applicable money laundering laws and regulations after you have become a Customer shall be grounds for the suspension of the provision of Services to you (including access to your Account) and/or the termination of this Agreement. The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use.

4.5 Where our partners refer you to us via Partner Sites, you will still need to register for an Account with Fasqon, and this Agreement will apply in full irrespective of any other terms you sign up to with our Partners.

5. Transactions limits and enhanced due diligence

5.1 The use of all Fasqon Services is subject to a limit on the volume, stated in EUR or other fiat currency you may transact or transfer in a given period (e.g. daily). To view your limits, log in to your Fasqon Account. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. We reserve the right to change applicable limits as we deem necessary and, where possible, will provide you with advance notice. In some cases, this will not be possible, and you will be informed after any changes to the applicable limits have occurred. If you wish to raise your limits beyond the posted amounts, you may submit a request at support office@fasqon.com

5.2 We may require you to submit additional information about yourself and provide additional records if you wish to raise your limits ("Enhanced Due Diligence"). At our discretion, we may refuse to increase your limits or lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

6. Digital Assets orders

6.1 You will be able to purchase and sell (or swap) Digital Assets (if in a supported region) from and to us, through our Site, and Partner Sites subject to the applicable fees and limits displayed during the purchase and sale flow. The price, exchange rate, and amount of the Digital Assets you wish to purchase or sell will be confirmed when you place an order with us.

6.2 Acceptance by us of an Order does not guarantee that you will receive the corresponding amount of Digital Assets or fiat currency. The Digital Assets Order is conditional upon actual receipt by us of the funds from your bank account, credit or debit card (or in the case of a swap, the applicable Digital Assets), and payment of any applicable fees.

6.3 Subject to clause 6.2 and the Order being honored by the Customer’s bank, card provider or other relevant party, Digital Assets purchases and swaps shall be credited to any Digital Assets Wallet, as provided by you at the time of the Order, as soon as possible once the Digital Assets network has confirmed the Digital Assets purchase. Once submitted to a Digital Assets

network, a Digital Assets purchase will be unconfirmed for a period of time pending sufficient confirmation of the Order by the Digital Assets network. Digital Assets Orders that are pending will not be credited to the Wallet.

6.4 Subject to clauses 6.2 and 8, Digital Assets sales shall be debited to any Digital Assets Wallet, as provided by you at the time of the Order, as soon as possible once the Digital Assets network has confirmed the Digital Assets sale. Once submitted to a Digital Assets network, a Digital Assets sale will be unconfirmed for a period of time pending sufficient confirmation of the Order by the Digital Assets network. Digital Assets Orders that are in a pending state will not be debited to the Wallet. Once the Digital Assets sale is confirmed, fiat funds will be credited to the Customer's bank, card provider or other relevant party.

6.5 Fasqon may use a third-party payment processor to process any fiat payment between you and Fasqon.

6.6 Recurring Transactions. If you set up a recurring purchase or sale of Digital Assets (a "Future Transaction"), you authorize us to initiate recurring electronic payments in accordance with your selected Digital Assets Order. Your Future Transactions will occur in identical, periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or Fasqon cancels the Future Transaction. This authorization will remain in full force and effect until you change your Future Transaction settings or until you provide us with a written notice via support office@fasqon.com.

6.7 Please note that as part of accessing our Services, you may be required to sign up to separate and independent terms when using the Partner Sites and with any third-party payment processor.

7. Digital Assets storage

7.1 Digital Assets held within your account are assets held in custody by us for you. Title to Digital Assets you hold within your account remains with you at all times and doesn't transfer to us, except as provided herein. None of the Digital Assets in your account or any other customer account are our property, are loaned to us, or are subject to the claims of our creditors, and we don't represent or treat Digital Assets in your account or in any other customer's account, as our property.

7.2 However, a court may disagree with our treatment of your Digital Assets and subject them to claims from our creditors. We can't grant a security interest in the Digital Assets held in your account (but we don't represent or warrant that any Digital Asset is free or clear of any security interest or other lien or encumbrance). Except as required by a facially valid court order or as outlined in these Terms, we won't sell, transfer, loan, hypothecate, or otherwise alienate any Digital Assets in your account unless you instruct us to.

7.3 You own and control the Digital Assets in your account. Subject to these Terms, any outages or downtime, a court order, other applicable policies, or as otherwise provided herein, you may withdraw your Digital Assets from your account as described in these Terms. In order to more securely and effectively custody Digital Assets, we may use shared blockchain addresses that we control to hold Digital Assets on your behalf and to hold on our behalf. We maintain separate ledgers for your account and our accounts.

7.4 We may hold Digital Assets in your account in various ways, including across multiple blockchain protocols or side chains. In connection with holding your Digital Assets, we may transfer them off of the primary blockchain protocol and hold them on shared blockchain addresses we control or on alternative blockchain protocols in forms compatible with such protocols.

7.5 You agree that all forms of the same Digital Asset that are held and made available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such Digital Asset is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

7.6 When using the Services, you will be asked to provide us with the address for your Wallet by either:

1. providing a QR code which represents your Wallet address;
2. manually typing your Wallet address;
3. using a Wallet address automatically supplied by a Fasqon partner; or
4. creating your Fasqon Wallet.

7.7 You are responsible for providing us with a true, accurate, and complete Wallet address when carrying out an Order. It is, therefore, important that the Wallet address that you provide for an Order is correct. You understand and agree that Fasqon accepts no liability for you providing an incorrect or inaccurate Wallet address as part of an Order. By providing a Wallet address to us, you confirm that this is the Wallet address that should be used for the relevant Order, and we will not, and have no responsibility to, check whether you have provided a correct and accurate Wallet address for the Order.

7.8 You acknowledge and agree, without prejudice to any other terms in this Agreement, that you bear all of the risk of any loss of access to your Wallet(s) and any Digital Assets contained in your Wallet(s). Fasqon does not control and is not responsible for the Digital Assets in your Wallet(s). You are solely responsible for any Digital Assets transferred to or from your Wallet(s), and we make no, and hereby disclaim all, representations, warranties, claims, and assurances as to any such transactions. If you lose your keys to your Wallet(s), you may lose access to your Wallet(s) and any Digital Assets contained in your Wallet(s). Fasqon is not liable for fluctuations in the fiat currency value of Digital Assets in your Wallet.

8. Transmission delays

8.1 Fasqon will use reasonable efforts to fulfill Orders at the time that you place such Orders, including the applicable fee and costs. However, from time to time, it may be necessary for Fasqon to delay the fulfillment of an Order until we are able to execute the Order. In such cases, we will notify you prior to the completion of your Order both:

8.1.1 the amount of Digital Assets you will receive and

8.1.2 the price at the time (including associated fees and costs).

8.2 Fasqon does not have any control over transaction times for the Digital Assets Network and there may be instances where transaction times may take longer than usual. As such, you accept the risk that an Order facilitated by Fasqon may be delayed and you confirm that you will not hold Fasqon responsible for any losses, damages or injury arising out of or related to such delay.

9. Cancellations and refunds

9.1 Once you have placed an Order has been made it cannot be canceled or recalled.

9.2 All Orders are final and cannot be refunded.

9.3 Once an Order has been sent to the Digital Assets Wallet, it cannot be recalled or retrieved under any circumstances.

9.4 You hereby agree that upon delivery, you will not be entitled to any credit or refund, and all purchases, sales, and swaps of Digital Assets are final. Fasqon's obligation towards you will be discharged upon delivery of the Digital Assets to your Wallet or fiat funds to your bank account. You shall have no claim or right against Fasqon upon such delivery.

9.5 Please also note that Digital Asset transactions are irreversible. It is your sole responsibility to be vigilant about fraud or mistakes and to keep your private key safe. Fasqon will not take responsibility for issuing refunds, regardless of whether you were the victim of fraud, mistake, or loss of private key.

9.6 If an order for a swap fails for any reason, including if we have to requote a swap quote to you because of price volatility and you reject the requote, then there will be an automatic refund to you, minus any applicable network fees.

10. Suspension, termination and cancellation

10.1 Fasqon may: (a) refuse to complete, block or cancel you have authorized, (b) suspend, restrict, or terminate your access to any or all of the Fasqon Services, and/or (c) deactivate or cancel your Fasqon Account with immediate effect for any reason, including but not limited to where:

10.1.1 we reasonably believe that we need to do so to protect our reputation;

10.1.2 we are, in our reasonable opinion, required to do so by applicable law, regulation, or any court or other authority to which we are subject in any jurisdiction;

10.1.3 we reasonably suspect you of acting in breach of this Agreement;

10.1.4 we have concerns that a transaction is erroneous or about the security of your Fasqon Account or we suspect the Fasqon Services are being used in a fraudulent or unauthorized manner;

10.1.5 we suspect money laundering, terrorist financing, fraud, or any other financial crime;

10.1.6 use of your Fasqon Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Fasqon Account activity; and / or

10.1.7 you take any action that may circumvent our controls, such as opening multiple Fasqon Accounts or abusing promotions that we may offer from time to time.

10.1.8 you fail to provide on request such documentation as Fasqon (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to Fasqon satisfaction.

10.1.9 any Digital Assets Order is significantly larger than the given limitations;

10.1.10 Fasqon reasonably believes that it is necessary or desirable to do so to protect the security of the Account, including circumstances where any Account details may have been lost or stolen.

10.2 In the case of any such suspension, Fasqon shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:

10.2.1 is not in breach of any applicable law or regulation and does not contradict the instruction of any competent authority or regulator; and

10.2.2 would not compromise Fasqon 's reasonable security measures.

10.3 Fasqon shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or withhold settlement of a Digital Assets Order under this clause 10.

Where the reasons for Fasqon's actions under this clause 10 cease to exist, Fasqon may, at its discretion, either reinstate access to the Account and the Services and/or issue the Customer with new Account details and reserves the right to ask you to re-complete the Account opening procedures as outlined in this Agreement and to resolve any open issues with your Account before a restriction can be removed.

Notwithstanding the above, we may suspend, restrict, or terminate your access to any or all of the Fasqon Services and/or deactivate or cancel your Fasqon Account without reason by giving you one month's notice. You acknowledge that our decision to take specific actions, including limiting access to, suspending, or closing your Fasqon Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are not obligated to disclose the details of its risk management and security procedures to you.

10.4 You will also be able to cancel your Fasqon Account, at any time and free of charge, and will only be required to pay for those Services used that are subject to charges. If any Order is in a pending status when your Fasqon Account is cancelled or suspended, such Order will be completed before your account is canceled. You may not cancel your Fasqon Account to evade an investigation or avoid paying any amounts otherwise due to Fasqon.

10.5 In the event that you or we terminate this Agreement or your access to the Services or deactivate or cancel your Fasqon Account, you will remain liable for all amounts due under this Agreement prior to this, including all fees and charges.

11. Fees

11.1 All fees payable under this Agreement are displayed before the purchase or sale of Digital Assets by using the Services and shall be paid in the applicable fiat currency. Please note that our fees are made clear to you at the point of sale, and on this point, you will be asked to confirm that the fee is clear to you and that in the proceeding, you agree to the fee before Fasqon executes the Order.

11.2 Each Order will contain all the information concerning the Fasqon fee and transactional expenses and will be displayed to the Client prior to the client's acceptance of the Order.

11.3 Fasqon reserves the right to pursue any financial losses suffered due to you filing a chargeback procedure with your bank. These can include administration fees levied by the card acquirer and card schemes, as well as the monetary value of the Digital Assets.

12. Taxes

You are responsible for determining whether and to what extent any taxes apply to any transactions associated with these Services; you must withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities.

13. Data protection law

We are committed to keeping your personal information safe. We process personal information under applicable data protection legislation. All personal data and records are kept in accordance with the applicable rules.

14. Liability and Obligations.

14.1 Neither Fasqon, nor any of its directors, employees, or agents shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by Fasqon of its Services, save that nothing in this Agreement shall exclude or restrict any liability of Fasqon resulting from:

14.1.1 death or personal injury;

14.1.2 for fraud, fraudulent misrepresentation, or fraudulent misstatement; and/or

14.1.3 any statutory liability is not capable of limitation.

14.2 Fasqon shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, loss of Digital Assets, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any special, direct, indirect or consequential loss howsoever caused, even if caused by Fasqon's negligence and/or breach of contract and even if such loss was reasonably foreseeable or Fasqon had been advised of the possibility of you incurring the same.

14.3 Fasqon disclaims all liability associated with the use of Digital Assets, including:

14.3.1 unknown inherent technical defects;

14.3.2 regulatory or legislative changes; and

14.3.3 currency fluctuation.

14.4 Fasqon shall not bear any liability for any damage or interruptions caused by computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment or any phishing, spoofing, or other attack. You are responsible for using reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Fasqon.

14.5 You indemnify and hold us, our subsidiaries, members, directors, partners, officers, employees, contractors, and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with the Services, any content on the Services shared by you or other users, any third party websites or resources found through the services, any users of the services, or any breach of this Agreement, applicable laws or any law or regulation in any jurisdiction.

14.6 Except for the express statements outlined in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, concerning your use and access of the Fasqon Services and Site.

14.7. You use Fasqon at your own discretion and responsibility.

14.8. The Fasqon services are provided on an "AS IS" and "AS AVAILABLE" basis.

14.9. You are responsible for the security of your passwords, and we cannot be held accountable for their loss by you or any unauthorized access to your assets that may result from such loss. We cannot be held responsible for any harm you were caused as a result of phishing attacks.

14.10. You are responsible for any harm caused by your actions.

14.11. You are obliged:

14.11.1. to be in compliance with the laws of the country in which you reside and with your obligations under these Terms;

14.11.2. to provide the safety of all data required to access your Account;

14.11.3. keep away from unauthorized actions of third parties and prevent loss of the data required to access your account;

14.11.4. do not distribute any information and/or computer programs that contain computer viruses or other malicious equivalent to them;

14.11.5. not to engage in illegal or fraudulent operations.

14.12. Fasqon is not responsible for:

14.12.1. the accuracy of the data transmitted by you;

14.12.2. interruptions or lack of access to the Fasqon, if any, through no fault of ours;

14.12.3. any act or omission by you, as well as acts or omissions by third parties;

14.12.4. power failures, data transmission or connectivity problems, or Internet access, which are not attributable to us;

14.12.5. infringement of third parties' rights as a result of your actions while using the Services;

14.12.6. loss of data required to access a User Account.

14.13. Fasqon is not liable for any direct, indirect, incidental, special or punitive damages, including but not limited to damages for loss of profits, data, goodwill, business interruption, or any other commercial or intangible losses resulting from:

14.14. You agree to comply with all applicable laws, including but not limited to securities and financial markets laws, anti-money laundering and anti-counterfeiting laws, consumer protection laws. Fasqon is not liable for any violations of regulations you have made.

15. Warranties and representations

15.1 By agreeing to this Agreement, you represent, warrant, and undertake to us that:

15.1.1 you have full power and authority to enter into this Agreement;

15.1.2 you understand and acknowledge that we do not warrant that any of the Services available through our API are suitable or appropriate for your needs and that you must take your own independent legal and other advice on such Services;

15.1.3 you are entering into this Agreement as principal and not on behalf of any third party;

15.1.4 you will not violate any applicable laws by entering into this Agreement or receiving the Services provided under it;

15.1.5 you will not provide false, misleading, or inaccurate information;

15.1.6 you will not facilitate any viruses, malware, worms, trojan horses, or some other computer programming routines that may damage, corrupt, disrupt, misuse, or gain unauthorized access to any data, system information or Fasqon services;

15.1.7 funds or Digital Assets transferred to the Wallet or any sub-Wallet have been acquired lawfully;

15.1.8 you will not use an anonymizing proxy; use any other automatic devices, spider or manual process to copy or monitor our websites without our prior written permission;

15.1.9 you will not harass and/or threaten our employees, agents, or other users;

15.1.10 you understand and acknowledge that while we make reasonable endeavors to ensure the accuracy of the information that we provide, and which, in turn, is provided to you, neither we nor any of our directors, employees, or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;

15.1.11 any information provided by you to Fasqon under this Agreement is true, complete, accurate, up to date, and not misleading; and

15.1.12 you shall provide all assistance reasonably requested by Fasqon to enable Fasqon to comply with its obligations under this Agreement.

15.2 The Fasqon Services are provided on an "as is" and "as available" basis, with no further promises made by us around the availability of the Fasqon Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the Site, any of the Fasqon Services, or any of the materials contained therein will be continuous, uninterrupted, timely, or error-free.

15.3 Fasqon makes no representation or warranty that the Services are applicable or appropriate for use by Customers in all jurisdictions. It is your responsibility to ensure compliance with the laws of any relevant jurisdiction of your residence.

16. Stored card details

16.1 We are legally obligated to obtain your consent to store your bank/card details for future use and cannot process your payment until you agree to such storage. By accepting this Agreement, you hereby give us permission to do so.

16.2 Your card will remain stored against your Account for transactional purposes unless you decide to remove it or until the card expires. For legal purposes, we will continue to store records of your transactions following our Privacy Statement.

16.3 We need to do this so that you can deposit and withdraw more easily in the future, and it also helps us prevent and detect fraudulent activity.

16.4 Stored details are primarily used so that you don’t have to re-enter all your details for every transaction you make. In your Account you will see the last 4 digits of the card number, and this forms the reference for you to reference the correct card you wish to use.

16.5 We also compare stored details in our fraud screening systems, to prevent your details being used on any other Accounts and safeguard your data.

16.6 As per our policy, if you don’t agree to us storing your payment card details, we won’t be able to process your deposit from the card used.

16.7 Changes in the permitted use will require your agreement, we will notify you if this occurs.

17. Right of withdrawal

17.1 You have 14 (fourteen) calendar days to exercise your right of withdrawal from this Agreement, without having to justify any reason or pay any penalty. This withdrawal period begins on the day after the date that your application is accepted by us.

17.2 We will not normally provide the Services during the withdrawal period. Any Services or Orders which are fully performed before a withdrawal cannot be reversed.

17.3 You must notify your withdrawal request to us within the allotted period by email to support office@fasqon.com.

17.4 If you exercise your right of withdrawal, this Agreement will be terminated at no cost to you.

18. Term

18.1 This Agreement will commence in the manner set out in clause 1 and will continue unless either party notifies the other of termination, in writing, in accordance with this Agreement.

18.2 This Agreement can be terminated immediately by the Customer providing written notice to Fasqon.

18.3 This Agreement can be terminated by Fasqon in accordance with all the provisions of this Agreement.

18. Fasqon will retain the copy of the client agreement (consent of the Customer by creating the account) for a period of six years from the date on which the relationship with the Customer has terminated.

19. Security

19.1 You will be provided with security details from us which will be needed in order for you to access your Account with us. You must keep all such security details (including usernames and passwords) private and not share such details with any third party.

19.2 You must monitor your Account and read all messages that have been sent to you. If you suspect that any feature of your Account (for example login details, password or other security feature) has been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you must contact us immediately notifying us of such action and you agree to change your password immediately if necessary.

19.3 We will never ask you to share your password with us or to any third party and you must never disclose this to anybody or allow someone to watch you when you are accessing your Account. It is advised that in order to keep your Account safe, you change your password regularly as this will minimise the risk of your Account being compromised.

19.4 You must also ensure that your registered email account(s) are secure and can only be accessed by you, as your email address may be used in the process of resetting passwords or we may send communications to your email account regarding the security of your Account with us. In case any of the email addresses registered with your Account are compromised, you should, immediately contact us and also contact your email service provider, once you have been made aware of this.

20. Force majeure

Except as set out otherwise, neither party will be liable for any loss caused directly or indirectly from circumstances not within its control, including but not limited to acts of God, government restrictions, exchange or market rulings, actions affecting securities, clearing or commodity exchanges including suspensions of trading or extensions of trading hours, dealing cut-off times and holidays, acts of civil or military authority, national emergencies, natural disasters, wars, riots or acts of terrorism, industrial disputes, acts or regulations of any governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.

21. Notices

21. Notices

21.1 All notices and communications pursuant or in connection with this Agreement:

21.1.1 Must be in English, in writing and legible (you confirm by signing this Agreement that you possess proper knowledge and understanding of the English language);

21.1.2 Must be delivered and/or sent to us to the following:

- Rua dos Aranhas n.º 51, sala 14, 9000-044, Funchal, Portugal
- Email: office@fasqon.com

or at another address as we may from time to time notify you; and

21.1.3 Will be delivered or sent to you at the postal address or email address that you have notified or provided to us in connection with this Agreement.

21.2 Any notice or other communication sent by post will be sent by pre-paid first-class post or by pre-paid airmail.

21.3 The parties acknowledge that any notice or other communication will be deemed to be given as follows:

21.3.1 If delivered, at the time and on the date of delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;

21.3.2 If sent by email, at the time and on the date of transmission if transmitted during normal office hours (09:00-17:30) on a Business Day (local time at the place of receipt) and, in any other case, at the start of the Business Day following the date of transmission.

21.4 This clause will not apply to the service of any proceedings or other documents in any legal action by the parties. Fasqon will not accept service of proceedings or any legal action by way of email by you or any third party.

21.5 We may (where allowed to do so by law) communicate with you by posting information in your Account or on the Site, in which case the information will be treated as received by you when it is posted by us.

21.6 Complaints and general queries If you have any feedback or questions contact us via our Customer support email address at support office@fasqon.com. Please provide your name, address, and any other information we may need to identify you, your Account, and the Order on which you have feedback or questions.

21.7 For any complaint relating to the Services, you are advised to contact support office@fasqon.com. Should we receive a complaint from you, we will immediately carry out an independent investigation and provide you with a written response. We will aim to respond to you within thirty (30) days of receipt of your written complaint with our final response.

21.8 Customers and individuals aggrieved about the services or products offered by Fasqon, Unipessoal LDA, or their staff may complain to the Bank of Portugal.

To complain to the Bank of Portugal, please contact:

22. General

22.1 You must comply with all applicable laws, regulations, licensing requirements and third-party rights (including, without limitation, data privacy laws) in your use of the Fasqon Services.

22.2 We grant you a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Site and related content, materials, and information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited, and all other rights, titles, and interests in the Site or Content are exclusively the property of Fasqon and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

22.3 " Fasqon", _ and all logos related to the Fasqon Services or displayed on the Site are trademarks or registered marks of Fasqon or its licensors. You may not copy, imitate, or use them without our prior written consent or any third party's copyright, trade secret, patent, or other intellectual property rights, or rights of publicity or privacy.

22.4 Your use of the Fasqon Services and the Site is subject to international export controls and economic sanctions requirements. By storing, sending, buying, and selling Digital Assets through the Site or Fasqon, you agree to comply with those requirements. You are not permitted to acquire Digital Assets or use any of the Fasqon Services through the Site if:

22.4.1 you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, Syria or any other country subject to United States embargo, UN sanctions, the European Union, or HM Treasury's financial sanctions regimes (each a "Sanctioned Country"), or if you are a person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU or HM Treasury's financial sanctions regime (a "Sanctioned Person"); or 22.4.2 you intend to supply any acquired or stored Digital Assets or Fasqon Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

22.5 We will notify you of any change to this Agreement on your first use of the Fasqon Services after any amendment. If you continue to use the Fasqon Services, you will be deemed to have accepted the change. If you do not accept the change, you should let us know, and the Agreement will be terminated.

22.6 We may make all other amendments to the Agreement by posting the revised Agreement on the Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful, we may indicate that the revised Agreement shall be effective immediately. If you do not agree with any such modification, you should close your Fasqon Account and cease using the Fasqon Services.

22.7 Copies of the most up-to-date version of the Agreement will be available on the Site at all times and will be emailed to you upon request.

22.8 Nothing in this Agreement shall be deemed or is intended to be considered, nor shall it cause either you or Fasqon to be treated as partners or joint ventures, or you or Fasqon to be treated as the agent of the other.

22.9 If you receive information about another user through the Fasqon Services, you must keep the information confidential and only use it in connection with the Fasqon Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to carry out a transaction and other functions reasonably incidental thereto, such as support, reconciliation, and accounting unless you receive the user's express consent to do so. You may not send unsolicited communications to another user through Fasqon.

22.10 You are responsible for keeping your email address and telephone number up to date in your Fasqon Account profile to receive any notices or alerts we may send you (including notices or alerts of actual or suspected Security Breaches).

22.11 This Agreement (including documents incorporated by reference herein) comprises the entire understanding and agreement between you and Fasqon regarding the subject matter hereof. It supersedes any prior discussions, agreements and understandings of any kind (including any prior versions of this Agreement), and every nature between and among you and Fasqon.

22.12 Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

22.13 This Agreement is personal to you, and you cannot transfer or assign your rights, licenses, interests, and/or obligations to anyone else. We may transfer or assign our rights, licenses, interests, and / or our obligations at any time to any persons, including but not limited to part of a merger, acquisition, or other corporate reorganization involving Fasqon, provided that this transfer or assignment does not materially impact the quality of the Fasqon Services you receive. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

22.14 If any provision of this Agreement is determined invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.

22.15 We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure, and we may enforce our rights strictly again.

22.16 This Agreement and any information or notifications you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. If there is any inconsistency, the English version of this Agreement or other documents shall prevail.

22.17 If Fasqon is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.

22.18 Unless otherwise stated, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

22.19 All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the Sections relating to suspension or termination, Fasqon Account cancellation, debts owed to Fasqon, general use of the Site, disputes with Fasqon, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.

22.20 This Agreement will be governed by and construed under the laws of Portugal, and subject to any overriding legal requirements, the parties irrevocably submit to the jurisdiction of the Portuguese courts. This Agreement and any information or notifications you or we will provide should be in English.