

FINLOCALE USER AGREEMENT

This is a contract between you and Finlocale, OÜ. ("Finlocale"). This website and its related services are owned and operated by Finlocale OÜ. By signing up to use an account through finlocale.com, or any associated websites, APIs, or mobile applications (collectively the "Finlocale Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement.

About Finlocale

Finlocale (www.finlocale.com) is a peer to peer crypto marketplace. In which, buyers and sellers connect, exchange bitcoins through secure escrow and private online chat. Its unlimited payment type capabilities bring buyers and sellers from around the globe with any possible world payment type, enable them do crypto currency exchange. It is considered to be most profiting platform for merchants and vendors

1. General

1.1. We reserve the right to change these Terms at any time, in our sole discretion. Any such changes in respect of your use of the Services will take effect when posted on the Website. If you have supplied us with an email address, we will also notify you by email of changes to these Terms.

1.2. It is your responsibility to read the Terms carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current Terms.

1.3. Failure or delay by Finlocale in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any rights.

2. DEFINITIONS

2.1. All references to the 'company,' 'us,' 'our,' 'we' or 'Finlocale' 'Finlocale.com' means Finlocale OÜ., a company registered under the laws of the Estonia, having its registered address at Harju maakond, Tallinn, Mustamäe linnaosa, Laki tn 30, 12915

2.2. All references to 'you,' 'your,' or the 'user' mean the person or persons, using the Website and/or using the Services via the Website.

2.3. All references to the 'Website' shall include reference to all URL's operated by Finlocale.

2.4. 'Business Day' means a day other than a public holiday, a Saturday or a Sunday, in the Estonia.

2.5. 'Digital Currency' means Bitcoin, Litecoin, Ethereum or any other blockchain-based currency.

2.6. 'Services' means any feature provided by us via the Website or any local application (mobile desktop or otherwise), including without limitation Wallet services and Marketplace services.

2.7. 'Communication' includes communication by email.

3. ELIGIBILITY

3.1. You hereby accept and acknowledge that you: (a) Are of legal age to agree to these Terms; (b) Have not previously been suspended or removed from using our Services.

3.2. If you are using the Services on behalf of a legal entity, you further represent and warrant that: (i) The legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) You are duly authorized by such legal entity to act on its behalf.

4. JURISDICTION, TERRITORIAL LIMITATIONS & SEVERABILITY

4.1. These Terms and your use of the Website and Services shall be governed by and construed in accordance with Estonia Law. Any dispute arising in connection with these Terms or your use of the Website or Services will be resolved exclusively in the courts of the Estonia. Nothing in these Terms shall be deemed to affect your statutory rights under Estonia law

4.2. If any part of these Terms is held by any court of Estonia to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected. Any headings contained in these Terms are for informational purposes only and are not enforceable provisions of these Terms

5. PRIVACY POLICY & SECURITY

5.1. We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence.

5.2. Please view our official privacy policy document:
<https://finlocale.com/pdf/finlocaleprivacypolicy.pdf>.

6. ASSUMPTION OF RISK, LIMITATIONS ON LIABILITY & INDEMNITY

6.1. You accept and acknowledge and accept the various risks inherent to using Digital Currency including but not limited to hardware failure, software issues, internet connection failure, malicious software, third party interference leading to access to your wallet and other user data. You accept and acknowledge that Finlocale will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

6.2. You accept and acknowledge that there are risks associated with utilizing any Digital Currency network, including, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol. You acknowledge and accept that Finlocale has no control over any cryptocurrency network and will not be responsible for any harm occurring as a result of such risks.

6.3. We will use reasonable endeavours to verify the accuracy of any information on the Website but we make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Website, information and functions made accessible through the Website, any hyperlinks to third party websites, or the security associated with the transmission of information through the Website or any website linked to by the Website.

6.4. We will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of our Services, including but not limited to any losses, damages or claims arising from:

- (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped Digital Currency addresses;
- (b) Server failure or data loss;
- (c) Corrupted Wallet files;
- (d) Unauthorized access to applications;
- (e) Any unauthorized third party activities, including without limitation the use of viruses, phishing, brute forcing or other means of attack against the Website or Services.

6.5. We make no warranty that the Website or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected.

We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on the Website.

6.6. Subject to 7.1 below, any and all indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under Estonia law.

6.7. We will not be liable, in contract, or tort (including, without limitation, negligence), other than where we have been fraudulent or made negligent misrepresentations.

6.8. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under Estonia law.

7. AGREEMENT TO HOLD FINLOCALE HARMLESS

7.1. You agree to hold harmless Finlocale (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable legal fees, arising out or relating to:

7.1.1. Your use of, or conduct in connection with, our Services;

7.1.2. Any feedback or submissions you provide (see 19 below);

7.1.3. Your violation of these Terms; or

7.1.4. Violation of any rights of any other person or entity.

7.2. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

8. NO LIABILITY FOR THIRD PARTY SERVICES AND CONTENT

8.1. In using our Services, you may view content or utilize services provided by third parties, including links to web pages and services of such parties (“Third Party Content”). We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third Party Content including, without limitation, material that may be misleading, incomplete, erroneous,

offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and you understand that your use of Third Party Content, and your interactions with third parties, is at your own risk.

9. HOSTED DIGITAL CURRENCY WALLET

9.1. The hosted digital currency wallet service provided by Finlocale is a secure method of storing, sending, and receiving digital currency. Finlocale reserves the right to refuse to process any transaction if required by law or if we deem the transactions to be against our terms.

9.2. You hereby accept and acknowledge that you take responsibility for all activities that occur under your Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.

10. FINLOCALE SERVICES

10.1. As described in more detail below, the Services, among other things, provide in-browser software that (a) generates and stores Digital Currency Wallet Addresses and (b) Facilitates the submission of Digital Currency transaction data to the relevant Digital Currency blockchain network without requiring you to download or install the associated Digital Currency network software to your local device.

10.2. In order for transactions to be completed, the digital currency transaction must be confirmed by the associated public ledger (blockchain). These blockchains are not owned or operated by Finlocale in any way. Transmission of these transactions is purely dependent on the specific digital currency network. You understand and agree that any transaction may never complete or be significantly delayed due to the network properties of the associated digital currency network.

10.3. Finlocale does not store digital currency. Digital currencies are always stored on their respective networks or blockchains. All digital currency transactions occur within the digital currency network, not on Finlocale. There are no guarantees that the transaction will process on the digital currency network.

10.4. Marketplace. Finlocale acts as an escrow service between two parties, we have no affiliation with any of our users available payment methods including but not limited to Paypal, Western Union, Visa, Mastercard, Skrill. Finlocale also has no affiliation with any of the buyers or sellers on its platform. Transactions happen peer to peer between the buyers and sellers. Users agree upon

which payment methods they wish to transact with and take all responsibility of making sure they are acting in a lawful manner.

10.4.1. Finlocale acts as an escrow service between two parties. The funds are kept safe until payment has been confirmed received and valid. Finlocale does not act as a payment processor. All liability for sending and receiving and checking the validity of the transactions lie between the buyer and seller. Once payment has been confirmed, the funds will be released from escrow. In case of an issue during a trade that cannot be settled, either party can dispute the trade. This will be investigated by the Finlocale moderators and decision will be made according to evidence provided by both the parties. Finlocale moderators resolve disputes by evaluating trade terms, offer instructions, evidence of payment, trade chat interaction, user reputation, past trading history as well as data submitted and or collected in accordance with the Privacy Policy.

10.4.2. Buying Digital Currency

To purchase digital currency on our peer to peer platform:

1. Select Payment Method

1.1. There are currently over 300 payment methods to choose from

1.2. Each payment method contains offers from other Finlocale users.

2. Choose Offer

2.1. Offers from Finlocale Users have their own terms and conditions.

2.2. Each offer will vary in exchange rate, speed of exchange, and terms.

2.3. It is your responsibility to read offer terms and conditions and follow them exactly. If you do not follow the offer terms and conditions your payment will not be accepted. Never submit payment unless you have followed all terms and conditions listed in the offer. If you submit payment without following the terms and conditions Finlocale cannot refund you.

3. Complete Payment

3.1. Submit payment according to the terms and conditions of the offer.

3.2. Once you complete the payment, Click Confirm Payment

3.3. At this time the seller will validate the payment, then release the digital currency to you, completing the trade.

3.4. If the seller does not release the digital currency, report the issue on the trade page. A moderator will settle the dispute.

3.5. Do not cancel the trade if you have submitted the payment and confirmed the payment.

10.4.3. Selling Digital Currency

To sell digital currency on our peer to peer platform:

1. Create an offer to sell and agree to the terms and conditions:

1.1. As a vendor you accept all risk and liabilities for any fraud incurred through the sale of bitcoin.

1.2. All taxes to be paid are your responsibility.

1.3. Finlocale charges vendors a 1% fee for all escrow based trades.

1.4. Finlocale will not reimburse any losses to the seller due to fraud and our escrow fee will not be refunded.

1.5. No brokering of gift cards is allowed.

1.6. No trades outside of escrow are allowed. No exchange of outside contact information is allowed.

1.7. You must be instantly responsive to your customers or else deactivate your offers.

1.8. You must use the Report scam on completed trade page to report any scams. Do not contact support with requests to cancel trades, simply file a dispute and wait for a moderator.

1.9. If accepting gift cards as payment, Finlocale is not responsible if you fail to redeem the gift card before you release digital currency to the buyer. If you do not redeem the gift card before releasing the digital currency from escrow, the buyer may redeem it first leaving you without payment.

1.10. Any advertisement of your own website placed in any section of Finlocale such as your bio, offer terms or trade chat where buying or selling bitcoins is conducted without Finlocale escrow is strictly prohibited. If you are a registered company, advertising your company name is allowed. It is allowed to share your website that is created solely for the buyer to finish trade and that is tied to your Finlocale trade escrow (i.e trusted 3rd party debit/credit card processing). Such websites may not contain advertisements nor contacts to your services

1.11. Having multiple accounts within same payment method category is against the rules and will lead to a permanent ban.

2. Accept payment

2.1. When a Finlocale user selects your offer, process the payment immediately.

2.2. Once you have accepted the payment, release the digital currency from escrow.

3. Compliance

3.1. You are wholly responsible to comply with all laws and regulations for the jurisdiction(s) in which your exchange takes place.

10.5. Relationship. Nothing in these Terms is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship, you and Finlocale being with respect to one another independent contractors.

10.6. Accuracy of Information. You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that Finlocale is not responsible for any errors or omissions that you make in connection with any Digital Currency transaction initiated via the Services, for instance, if you mistype a Wallet Address or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Services

10.7. No Cancellations or Modifications. Once transaction details have been submitted to the Digital Currency network via the Services, the Services cannot assist you to cancel or otherwise modify your transaction details. Finlocale has no control over any Digital Currency network and does not have the ability to facilitate any cancellation or modification requests.

10.8. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions for which you have submitted transaction details via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Finlocale is not responsible for determining whether taxes apply to your Digital Currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any Digital Currency transactions.

11. FEES FOR USING FINLOCALE SERVICES

11.1. Creating a Wallet is free. Finlocale charges fees for Services, applicable fees will be displayed prior to you using any Service to which a fee applies.

12. MINERS FEES

12.1. Digital Currency Mining Defines. Mining is the process of adding transaction records to the digital currency's public ledger of past transactions (and a "mining rig" is a colloquial metaphor for a single computer system that performs the necessary computations for "mining"). This ledger of past transactions is called the blockchain as it is a chain of blocks. The block chain serves to confirm transactions to the rest of the network as having taken place. digital currency nodes use the blockchain to distinguish legitimate digital currency transactions from attempts to re-spend coins that have already been spent elsewhere. Mining is intentionally designed to be resource-intensive and difficult so that the number of blocks found each day by miners remains steady. Individual blocks must contain a proof of work to be considered valid. This proof of work is verified by other

digital currency nodes each time they receive a block. The primary purpose of mining is to allow digital currency nodes to reach a secure, tamper-resistant consensus. Mining is also the mechanism used to introduce digital currency into the system: Miners are paid any transaction fees as well as a "subsidy" of newly created coins. This both serves the purpose of disseminating new coins in a decentralized manner as well as motivating people to provide security for the system.

13. DEFAULT MINERS FEE

13.1. You accept and acknowledge that Finlocale does not receive any Miners Fees in connection with providing the Services, and is not responsible for the speed at which your transactions may be verified by miners.

14. NO RIGHT TO CANCEL SERVICES OR MINERS FEES

14.1. If you use a Service to which a charge applies, or you initiate a transaction with a Miners Fee via the Services, you will not be able to change your mind once you have confirmed that you wish to proceed with the Service or transaction.

15. DISCONTINUANCE OF SERVICES

15.1. We may, in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

16. SUSPENSION OR TERMINATION OF SERVICES

16.1. We may suspend or terminate your access to the Services in our sole discretion, immediately and without prior notice, and deactivate your Wallet without cost to you, including, for instance, in the event that you breach any term of these Terms. In the event of termination, your access to funds will depend on the reason for termination. We hold the right to retain your funds if we have evidence of malicious behavior or failure to comply with the User Agreement.

17. ACCEPTABLE USE

17.1. When accessing or using the Services, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

17.1.1. Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

17.1.2. Use our Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities.

17.1.3. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

17.1.4. Use or attempt to use another user's Wallet without authorization;

17.1.5. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

17.1.6. Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;

17.1.7. Develop any third-party applications that interact with our Services without our prior written consent;

17.1.8. Provide false, inaccurate, or misleading information; or

17.1.9. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Unless otherwise indicated by us, all intellectual property rights in the Website and in any content provided in connection with our Services, are the property of Finlocale or our licensors or suppliers and are protected by applicable intellectual property laws. We do not give any implied licence for the use of the contents of the Website.

18.2. You accept and acknowledge that the material and content contained within the Website is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Website. You further acknowledge that any other use of content from the Website is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights.

18.3. You agree to retain all copyright and other proprietary notices contained in the material and content within the Website on any copy you make of the material, but failing to do so shall not prejudice Finlocale's intellectual property rights therein.

18.4. You may not sell or modify the Website materials or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of the materials on any other website or on a file-sharing or similar service for any purpose is prohibited.

18.5. You may not copy any material or content contained on the Website or accessible through the Website without our written permission. Any rights not expressly granted herein to use the materials contained on the Website are reserved by Finlocale in full.

19. FEEDBACK AND USER SUBMISSIONS

19.1. Finlocale is always improving its services and the Website. If you have ideas or suggestions regarding improvements or additions to Finlocale's Services or the Website, Finlocale would like to hear them; however, any submission will be subject to these Terms.

19.2. Under no circumstances will any disclosure of any idea or feedback, or any related material to Finlocale or any of its subsidiaries, parents or affiliated companies, or any of their officers, directors, managers, members, shareholders, employees and agents, or any of their heirs, successors, representatives and assigns (each a 'Finlocale Party' and collectively, the 'Finlocale Parties') be subject to any obligation of confidentiality or expectation of compensation.

19.3. By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the "Work") to Finlocale or any Finlocale Party, you grant to Finlocale, in respect of the Work submitted, a non-exclusive, perpetual, worldwide royalty free licence to use all of the content of such ideas and feedback, for any purpose whatsoever. Further, you are waiving any moral rights to the fullest extent permitted under Estonia law that you may have in the Work and are representing and warranting to such Finlocale Party that the Work are wholly original with you, that no one else has any rights in the Work and that all Finlocale Parties are free of any royalty to implement the Work and to use the related material if so desired, as provided or as modified by any Finlocale Party, without obtaining permission or licence from any third party.

19.4. You further accept that Finlocale may sub-licence any of the Finlocale Parties to use in any way any Work and material you have submitted.

19.5. We have the right to remove any posting you may make to the Website, in our absolute discretion, without warning or reasons.

20. HOW TO CONTACT US

Finlocale offers 24/7 support through live chat on Finlocale.com. You may also email help@Finlocale.com.

21. FORCE MAJEURE

21.1. If by reason of any Force Majeure Event, either you or Finlocale is delayed or prevented from complying with any of these Terms, then such delay or non-compliance shall not be deemed to be a breach of these Terms and no loss or damage shall be claimed by you or Finlocale by reason thereof.

22. NATURE OF AGREEMENT

22.1. These Terms constitute the entire agreement between you and Finlocale with respect to the subject matter of these Terms and these Terms cancel and supersede any prior understandings and agreements between you and Finlocale as to that subject matter. You may not assign any of your rights or obligations under these Terms without our prior written consent.