

# GENERAL TERMS AND CONDITIONS OF FUNDUM CAPITAL HOLDINGS B.V.



## Article 1. Definitions

The following definitions are used in these general terms and conditions:

**Fundum Capital:** The private company with limited liability Fundum Capital Holdings B.V., with its registered office and principal place of business in (1077 GE) Amsterdam, at Bachstraat 15.

**Other Party:** The party with whom Fundum Capital performs (legal) acts, in the broadest sense.

**FND tokens:** A cryptocurrency issued by Fundum Capital.

**Wallet:** A digital wallet in which the Fundum Capital tokens and other cryptocurrencies can be kept.

**Wallet address:** The digital and unique address allocated to a Wallet and required for making a payment to a wallet.

**Cryptocurrency:** A digital currency that uses encryption technology to produce new currency units and to verify transactions, independent from a central bank.

**Blockchain:** A distributed database that keeps a steadily growing list of data items that are hardened against manipulation and forgery.

## Article 2. Applicability of the general terms and conditions

1. The general terms and conditions apply to all agreements, offers, quotations, deliveries and (other) transactions by and of Fundum Capital with an Other Party.
2. Any terms and conditions used by the Other Party are expressly rejected by Fundum Capital.
3. The Dutch text of these general terms and conditions prevails over any translations thereof.

## Article 3. Applicable law and disputes

1. Dutch law applies to all agreements, offers, quotations, deliveries and (other) transactions by and of Fundum Capital with the Other Party, even if the customer stays or lives abroad or the agreement is performed abroad.
2. All disputes between Fundum Capital and the Other Party, including those that are regarded as such by only one of them, will be resolved by the competent court of the place in which Fundum Capital has its registered office, without prejudice to Fundum Capital's right to choose the court that is competent by law or pursuant to any convention and except if and to the extent a mandatory statutory provision declares another court competent to the exclusion of all other courts.

#### Article 4. Offers and quotations and formation of the agreement

1. All offers or quotations provided by Fundum Capital are without obligation, unless otherwise agreed in writing.
2. The offer or quotation lapses if it is no longer available.
3. The agreement is formed at the time the Other Party has received confirmation of the formation from Fundum Capital. Such confirmation may be effected through a message on Fundum Capital's website, or by means of an email sent by Fundum Capital to the address of the Other Party.

#### Article 5. Fundum Capital tokens

1. Fundum Capital offers the cryptocurrency named Fundum Capital tokens to the Other Party in exchange for fiduciary money or another cryptocurrency to be determined by Fundum Capital.
2. By purchasing Fundum Capital tokens, the Other Party will not acquire a share in Fundum Capital or other affiliates of Fundum Capital.
3. The sale and delivery of the Fundum Capital tokens by Fundum Capital to the Other Party takes place at the same time by filling in the form intended for this purpose, which can be found on Fundum Capital's website ([www.FundumCapital.shop](http://www.FundumCapital.shop)).
4. The purchase of a Fundum Capital token by the Other Party may be effected by paying an amount in the following (crypto)currencies:
  - American Dollar
  - Euro
  - Bitcoin
  - Litecoin
  - Ethereum

as well as all other currencies offered on the website ([Fundum.Capital](http://Fundum.Capital)) during the sales process.

The Fundum Capital token is traded in euros. If the Other Party purchases the Fundum Capital token using a (crypto)currency other than the euro, Fundum Capital will first convert the currency used by the Other Party into euros and then into Fundum Capital tokens. For the conversion into euros, Fundum Capital uses the exchange rates as stated on the website [www.xe.com](http://www.xe.com).

5. After confirmation of receipt of the payment for the agreed Fundum Capital tokens, Fundum Capital will always send the amount of Fundum Capital tokens purchased by the Other Party to the Wallet address stated by the Other Party. This transaction is executed using the Ethereum blockchain. The speed of the transaction is therefore determined by the Ethereum blockchain.

6. The Other Party is aware that the value of the Fundum Capital token, just like other cryptocurrencies such as, for example, Bitcoin and Litecoin, may fluctuate significantly and that Fundum Capital therefore does not warrant or give any guarantee for the value of the Fundum Capital token or another cryptocurrency at any time.

7. The Other Party has to be at least 18 years of age to purchase Fundum Capital tokens from Fundum Capital.

#### Article 6. Right to termination

1. Because of the nature of a completed transaction using the Ethereum blockchain, the agreement cannot be reversed, as Fundum Capital will no longer have the Fundum Capital tokens at its disposal from the moment of the transaction.

2. In principle, the Other Party who has concluded a distance agreement is entitled to termination of the agreement within fourteen days pursuant to Book 6, article 230o of the Dutch Civil Code. Because of the fact that Fundum Capital tokens are subject to fluctuations on the financial markets that may occur during the termination period, the Other party will, in accordance with Book 6, article 230p under a of the Dutch Civil Code, not be entitled to termination of the agreement within fourteen days after delivery of the Fundum Capital tokens.

3. If and insofar as the aforementioned right to termination should accrue to the Other Party, the Other Party waives its right to termination of the agreement as set out in Book 6, article 230o of the Dutch Civil Code, prior to the sale and delivery of the Fundum Capital tokens in accordance with book, article 6:230p under g of the Dutch Civil Code.

#### Article 7. Liability

1. Except for intent or gross negligence, Fundum Capital's liability will be limited to those cases in which the limitation of liability for Fundum Capital has been excluded under mandatory law.

2. In all cases in which Fundum Capital is liable for damage of the Other Party, Fundum Capital's liability will be limited to the amount involved in the sale of Fundum Capital tokens under the relevant agreement.

3. Except for intent or gross negligence, Fundum Capital will never be liable for damage of the Other Party that arises from the non-performance, the incorrect or late performance, or the unintended performance by the Other Party, of an agreement that results from – inter alia – the following causes on the part of the Other Party:

4. Except for intent or gross negligence, Fundum Capital will never be liable for any damage of the Other Party that arises from the incorrect entry by the Other Party of the details in the entry fields on Fundum Capital's website when entering into the agreement. Fundum Capital expressly points out that if the Other Party enters an incorrect Wallet address, the FND tokens will be sent to a Wallet other than that of the Other Party and it will be impossible for Fundum Capital to retrieve these FND tokens.
5. Except for intent or gross negligence, Fundum Capital will not be liable for damage arising from a price fluctuation of any cryptocurrency in general or FND tokens in particular.
6. The Other Party warrants the completeness and correctness of the details entered by it in the entry fields on the website and filled in on forms provided, and indemnifies Fundum Capital against any and all damage resulting from any incorrectly completed information, at Fundum Capital, at the Other Party, or at third parties.
7. The information provided by Fundum Capital by telephone, by email or on its website is for (general) information purposes only and is not intended as specific advice for the Other Party. Fundum Capital does not provide investment advice of any nature whatsoever with regard to the purchase of cryptocurrency in general or FND tokens in particular.

#### Article 8. Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and fraud

1. Fundum Capital is subject the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft). Pursuant to this Act, Fundum Capital is obliged to conduct an investigation into its customers. This obligation requires Fundum Capital to identify its customers and verify their identity.
2. As part of the verification of the Other Party's identity, the Other Party may be required to pay a small amount to Fundum Capital by means of a transfer from the bank account of the Other Party to the bank account of Fundum Capital.
3. Fundum Capital will be entitled to suspend its obligations under the agreement if, in the context of its obligations under the Wwft or on the basis of another suspicion of fraud, money laundering or a risk of terrorist financing, it is required to carry out further research.
4. If it is suspected or established that the Other party or third parties are trying to circumvent the measures taken by Fundum Capital in the context of the Wwft or for the prevention of (other) fraud, Fundum Capital will be entitled not to enter into the agreement or terminate the agreement and where necessary, deny the Other Party or third parties access to its website.
5. In the event of reversal of a sale by Fundum Capital, the fiduciary monies or cryptocurrencies paid to Fundum Capital will be repaid after deduction of the costs incurred and the damage suffered by Fundum Capital as a result of price fluctuations.

6. Pursuant to the Wwft, Fundum Capital is obliged to report unusual transactions to FIU-Netherlands. As Fundum Capital is under a legal obligation to make such reports, it will not be liable in respect of the Other Party for the consequences of such report to FIU-Netherlands.

#### Article 9. Privacy

The privacy policy of Fundum Capital applies to all agreements with the Other Party. The privacy policy has been published on Fundum Capital's website ([www.Fundum Capital.io](http://www.Fundum Capital.io)).

#### Article 10. Complaints procedure

1. The complaints procedure of Fundum Capital applies to all agreements with the Other Party. The complaints procedure has been published on Fundum Capital's website ([www.fundum.capital](http://www.fundum.capital)).

The complaints procedure of Fundum Capital does not affect the Other Party's right to submit his or her complaint or claim to the competent judicial body.