



THE FIRSTNFTEXCHANGE Ltd ("FNFTEX") is a United Kingdom private company providing pricing information and account positions as described on the website.

A such FNFTEX is not promoting any form of sales of its part of any sales transaction regarding securities as meant by the FCA, the UK financial rules regulator. All financial transactions which should be regulated by the FCA are left to, by FNFTEX to licensed brokers with an applicable license.

FNFTEX can support Sales Transactions by its listing prices as FNFTEX can exchange buyers and sellers details under the most strict privacy regulations; meaning always the approval of any individual or company involved, the EU GDPR rules as the applicable rules on privacy in the United Kingdom and/or the countries involved.

If the FNFTEX supports any trading transaction it is in its role as intermediate between buyer and seller. FNFTEX has no active sales role and as such will not be subject to the applicable FCA regulations.

Agreement between you and the FNFTEX

The FNFTEX Terms of Service ("Agreement") is always a contract in electronic form between you ("User", "you", "your" and "yourself") and First NFT Exchange Ltd., a private company subject to the laws of England and Wales, Kemp House, 152-160 City Road, London, United Kingdom.

Also automatically included can be the FNFTEX changes' parent companies, subsidiaries, affiliates, partners and appointed FGA's, Brokers, Accountants, law firms and Marketmakers.

By opening an FNFTEX account, by logging onto the website, by registering or using any of the by FNFTEX offered services, either as paid service or as free service, you agree to the terms and conditions of this agreement.

Arbitration clause

To prevent lengthy and costly procedures all disputes will at first be handled by an arbitrator. You explicitly give up the right to litigate immediately without going to the arbitration process first. The arbitrator will be appointed by mutual consent within 4 weeks after the dispute arises. If no agreement on this appointment is established, the accountant of FNFTEX is asked to appoint an arbitrator. The arbitrator will have a limited time to bring a binding decision on the dispute, All arbitrators' decisions are enforceable at court. Small files, to the discretion of FNFTEX, can go to court immediately, ie without arbitration.

About your details

Regulations on KYC and AML laws, FCA and EU regulations, demand, roughly described, we check on money streams and identities. FNFTEX will need your details in many occasions. Different services rendered will require more or less details. We will limit the details asked and stored to the absolute minimum.

Your details will be at least your correct name and (email) address and successively more details are needed, up to your passport copy etc.

General Registration

General registration is limited to natural persons only. If you wish to access more than the free information we provide by eg. Newsletters or other news subscriptions, we will ask you to complete the registration process connected to the services wished. No anonymous registrations will be accepted. FNFTEX will, if necessary, have to check the accuracy of the details provided.

You are responsible for any activities or actions using the service rendered by the FNFTEX.

If you authorise somebody else to use your registration details, under no circumstance FNFTEX can be liable for any damages or anything else that occurs or will occur due to that use.

If unauthorised use is suspected you must promptly notify FNFTEX.

FNFTEX reserves the right to refuse any sort of registration for any reason.

Use of the services rendered

Next to the registration details there are rules of how to use our services.

Some of these are also regulated rules and laws. You cannot use our services to participate or facilitate illegal activities.

If you notice illegal activity or security breaches you also have to inform the FNFTEX.

Your password and username are your secret. We don't know your password either so if unwanted or illegal activity is suspected on your account it is your duty to report.

If you have the opportunity to post information on our website (as comment on a blog eg.) you cannot post content that is explicit or graphical accounts of sexual acts or is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy or tortious.

We can close access to our services, without any liability, also if:

You didn't disclose all personal affiliations to companies and holdings in securities when submitting any related content.

You engaged into harmful activity to FNFTEX, or its partners, associates, subsidiaries, advertisers, other clients, vendors or customers OR if your country by means of EU, UN or American is banned from these services OR if the OESO public's a new list with banned, greyed or blacklisted countries.

You use automated processes or automation software to access our databases or published information.

Manipulation of prices, trying to manipulate the services.

Do not attempt to manipulate a listing price in any way. Intentionally concealing a position in an NFT, shared asset secure note or otherwise listed and/or presenting false or misleading statements in order to manipulate aforementioned items listed price will not be tolerated. Abuse will be reported to the appropriate authorities.

It is at our sole discretion also to report technical attempts to influence the FNFTEX services to the government or regulatory authority involved.

Liabilities of FNFTEX on failing connections and/or services

You are responsible for obtaining at your own expense all equipment and services needed to access the Services. If you are accessing the Services by a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. FNFTEX does not guarantee that its Services can be accessed through all wireless devices or service plans or are available in all geographical locations.

Infringements and IP

If any of our services offer the opportunity to post or upload documents, images or text; please don't infringe on any other person's or entity's rights (including copyright, trademarks, or privacy rights) or violate applicable laws, this Agreement, or any other posted policies.

You acknowledge that any content you upload to the Services (including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) may be edited, removed, modified, published, transmitted, and/or displayed by FNFTEX and you waive any rights you may have in having the content altered or changed in a manner not agreeable to you. Content may also be included in FNFTEX's APIs and likewise be made available for republishing through other formats.

You grant FNFTEX a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to all of your content, which includes without limitation the right for FNFTEX or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, including any content posted on or to the FNFTEX Site through a third party.

We reserve the right to delete, move, or edit any content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

FNFTEX is not liable for anything illegally posted and not (yet) discovered, removed, not (yet) noticed by us. Any liability on any breach or infringement is with the user.

FNFTEX IP

An user or accountholder holds a non-transferable right for use of the services.

As such, user or accountholder cannot use the service as such as a business or as part of a business unlike otherwise agreed. A business is, in this case, also any consultancy practice, advise giving, either paid or non-paid for, and/or published for public use; paid and non-paid.

If you wish you can link on your website, or in your blog or otherwise a link to the homepage of FNFTEX. This is <https://www.FNFTEXchange.com>. Please clearly mark this as "homepage FNFTEX" or homepage First NFT Exchange"

Links to other content on the FNFTEX website is basically not allowed unless agreed upon. (In writing). Although 1NFTE is normally open for linkage, without asking for a permit FNFTEX will not accept this and litigate.

Links to content that later is removed by FNFTEX can never make FNFTEX liable for damages occurred by that removal.

The materials contained in the Services, including the works of authorship, content, text, graphics, images, audio, video, information and data including the "Look and Feel" (collectively "Content") are owned, licensed, or controlled by FNFTEX or its licensor as the owner, licensor, or provider of such Content. The Content is protected by copyrights, trademarks, service marks, and/or other proprietary rights and laws of the United States and other countries. You may not copy, reproduce, transmit, display, perform, distribute, rent, sublicense,

alter, store for subsequent use, create any derivative works from, offer products or services based on, or otherwise use in whole or in part in any manner the Content without the prior written consent of FNFTEX. Notwithstanding the preceding sentence, (a) you are permitted to engage in activities involving the Content to the extent that such activity constitutes "fair use", as amended, and (b) you are permitted to view, download, and print a single copy of the Content for your personal, noncommercial use, provided that you maintain all copyright, trademark and other notices contained on such single copy. No title to the Service or Content therein is transferred to User. A number of the trademarks, service marks, and logos used in the Services are registered and unregistered trademarks and/or service marks owned by FNFTEX in the United States and certain other countries throughout the world (collectively, the "FNFTEX Marks"). Nothing contained in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the FNFTEX Marks without the written permission of FNFTEX. Any misuse of the FNFTEX Marks is strictly prohibited and may violate trademark laws.

Other brands or product names used on the website are trademarks and/or service marks of their respective owners, should be treated as such, and may be registered in various jurisdictions.

Third Party Notices and Terms

If applicable you shall be subject to the third party notices and terms detailed in the Additional Terms. This can be different in respect to the service rendered.

Changes in the services rendered

FNFTEX may, in its sole discretion, change any aspect of a Service or discontinue a Service without notice.

User also acknowledges and agrees that nothing in this Agreement constitutes an undertaking by FNFTEX to provide updates, modifications or enhancements to the Service or to continue providing the Service, or any aspect or portion of the Service, in the future.

Payments

Payments asked for by FNFTEX are when paid by user always mutually agreed by the simple fact of paying the payment request.

If in any case there is a physical delivery of a good involved or ownership of any asset is transferred from FNFTEX to another individual or company, the ownership will be transferred when payment is received. Not until that moment FNFTEX will be the owner of that good or asset.

If in any case there is a physical delivery of a good involved or ownership of any asset is transferred from a client of FNFTEX to another individual or company, the ownership will be transferred when payment is received. Not until that moment the client FNFTEX will be the owner of that good or asset.

Payments can be made to FNFTEX but also to FNFTEX on behalf of a its partners, subsidiary, vendor, or any other business relations. Paying to FNFTEX doesn't automatically mean that the agreement as basis for the payment is always between FNFTEX and the payee; in many cases FNFTEX is no more than an aggregator, provider or in a different role as payment receiver; the agreement will state the parties involved.

User agrees to pay FNFTEX the then effective charges, if any, for access to the Services including all applicable deposits, interest, and late fees and/or penalties. In addition, users will pay any taxes, charges, or assessments (other than taxes imposed on the net income of FNFTEX) by any foreign or domestic, national, state, provincial or local government bodies or subdivisions thereof, and any penalties or interest relating to the provision of the Service to user. If User is required by applicable law to deduct or withhold any such tax, charge or assessment from the amounts due FNFTEX, then such amounts shall be increased so that the net amount actually received by FNFTEX after deduction or withholding of any such tax, charge or assessment, will equal one hundred percent (100%) of the charges that are owed. Any payments for the Services shall be due within eight (8) days of receipt of an invoice (if applicable) or immediately on the website when purchasing a service.

Reimbursements will only be given after a formal complaint that has been submitted and FNFTEX has reviewed the complaint and decided favourable.

Payments are accepted from many sources. Sources are originating countries as well as currencies types and sorts.

We do not accept payments from Afghanistan, Crimea, Cuba, Eritrea, Iran, Iraq, Libya, Mali, Myanmar, Nicaragua, North Korea, Palestine, Somalia, South Sudan, Syria, Venezuela, Yemen.

Payments from Russia, Belarus, Armenia, Albania, Bosnia and Herzegovina, Azerbaijan, Tajikistan, Turkmenistan, Uzbekistan, Kazakhstan, Kyrgyzstan, Moldova, Malta, Mauritius and Curaçao are very often refused.

At this moment payments from Russia and Belarus are NOT accepted.

Confidential Information

User acknowledges that the Services and content therein may be considered confidential and proprietary information belonging to FNFTEX. User shall use the same standard of care that it uses to protect User's own confidential or proprietary information, but no less than a reasonable standard of care, to prevent the unauthorised use, dissemination or publication of the confidential or proprietary information. The duties in this Section do not apply to information which when compiled and presented in this form is: (1) lawfully within User's possession, prior to this Agreement; (2) voluntarily disclosed to User by a third-party so long as that party does not breach any obligation not to reveal such information; (3) voluntarily disclosed to the public by FNFTEX; or (4) generally known to the public. The obligation of non-disclosure shall survive for as long as FNFTEX treats the information disclosed to User as confidential.

Disclaimers; please read these also...

All rendered services are subject to FNFTEX standards; there are no benchmarks or regulations what these standards should be. Questioning accuracy, completeness or timeliness is therefore not accepted or can be taken into legal consideration. From time to time, the Services may include information regarding NFT's in several forms; shares, secure note, NFTB's bonds, INFTO's, shared assets and all other shared assets in any form; **nothing contained herein should be construed as investment advice, either on behalf of a particular security or an overall investment strategy.** If you wish to be advised, please contact a licensed investment advisor..

The Services may contain information on various "Financial Content"; however there is no guarantee that any information on these matters is true, correct, or precise. ALL INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL CONTENT, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FNFTEX AND THE INFORMATION PROVIDERS MAKE NO REPRESENTATIONS AND DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OF ANY KIND TO USER AND/OR ANY THIRD PARTY, INCLUDING WARRANTIES AS TO ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Investment related advice and comments presented on the Services are solely those of the individuals or entities who published them. They do not in any way represent the opinions of FNFTEX on whether to engage in any specific investing decision. Use caution as you read through information posted on the Services and when engaging other users.

FNFTEX may, but has no legal obligation to, remove content that it determines in its sole discretion to be inaccurate, unlawful, offensive threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property.

The FNFTEX websites and/or Services are not a forum to register a formal regulatory complaint. If you have a specific complaint about the trading of a security, a broker-dealer, or registered representative, please register your complaint with an appropriate regulatory entity..

Options involve risk and are not suitable for everyone. Each investor should review transaction costs, margin requirements and tax considerations with a broker and tax advisor before entering into any options strategy. Prior to buying or selling an option, a person must receive a copy of Characteristics and Risks of Standardised Options. Copies may be obtained from your broker. Any strategies discussed, including examples using actual securities and price data, are strictly for illustrative and education purposes and are not to be construed as an endorsement, recommendation or solicitation to buy or sell securities.

Limitation of liability

THIS LIMITATION OF LIABILITY DOES NOT INCLUDE FNFTEX'S WILFUL TORTIOUS MISCONDUCT. IF FNFTEX IS FOR ANY REASON HELD LIABLE TO USER, OR TO ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE USER, WHETHER IN CONTRACT OR IN TORT, THE LIABILITY OF FNFTEX WITHIN A SINGLE YEAR OF THE AGREEMENT IS LIMITED TO THE GREATER OF: (1) ONE YEAR'S CHARGES, IF ANY; OR (2) \$50.00.

FNFTEX SHALL NOT BE LIABLE TO USER OR TO ANY OTHER ENTITY OR INDIVIDUAL, INCLUDING, BUT NOT LIMITED TO THE USER, FOR ANY LOSS OF PROFITS, REVENUES, TRADES OR DATA OR FOR ANY DAMAGE TO USER'S EQUIPMENT, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF FNFTEX AND/OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES AND FOREIGN COUNTRIES DO NOT ALLOW US TO LIMIT OUR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THOSE STATES OR FOREIGN COUNTRY, FNFTEX'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

14. Force Majeure. Notwithstanding any other term or condition of this Agreement, FNFTEX shall not be obligated to perform or observe their obligations undertaken in this Agreement if prevented or hindered from doing so by circumstances beyond its control.

15. Indemnification. User will indemnify and hold harmless FNFTEX and its employees, officers, directors, providers and other agents from any and all claims and losses imposed on, incurred by or asserted as a result of or related to: (a) any non-compliance by User with the terms and conditions hereof; or (b) any third-party actions related to User's receipt and use of the Services and content, whether authorised or unauthorised under the Agreement. Any cooperation by FNFTEX in such defence is without waiver of any attorney-client, work product, or other legal privileges.

16. Term and Termination. This Agreement may be terminated by User upon written notice to FNFTEX. Upon notice to User, FNFTEX may terminate this Agreement at any time for any reason including, but not limited to, User's breach of any term of this Agreement.

Reporting Copyright Infringement on the Services.

FNFTEX respects the intellectual property rights of others. If a copyright owner believes that their copyright-protected content appears and/or is otherwise made available on the FNFTEX Site without authorization, the copyright owner may, initiate a "notice-and-takedown" procedure to have the content removed.

The following is an overview of how the notice-and-takedown procedure operates:

- If a copyright owner believes that the FNFTEX Site includes infringing content, the copyright owner may send a corresponding Notification of Claimed Infringement to FNFTEX.
- There are a number of items of information that a Notification of Claimed Infringement or a Counter-Notification must include in order to be effective; additionally, in order to be effective, the Notification of Claimed Infringement and Counter-Notification must be sent to a particular person designated for this purpose (FNFTEX Inc.'s "Designated Agent"). Information regarding the requirements for Notification of Claimed Infringement and Counter-Notification, as well as contact information for the Designated Agent, are provided below.
- A physical or electronic signature of a person authorised to act for and on behalf of the copyright owner;
- Identification of the copyrighted work(s) claimed to have been infringed;
- Identification of the content that is claimed to be infringing, and information reasonably sufficient to permit FNFTEX to locate the content (e.g., specific URLs where the content may be found);
- Information reasonably sufficient to permit FNFTEX to contact you, including an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or any law; and
- A statement that the information in the notification is accurate and, UNDER PENALTY OF PERJURY, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Sent to: info@FIRSTNFTEXCHANGE.com or our office address 160 City Road, London , United Kingdom
- Repeat Infringers. FNFTEX will in appropriate circumstances terminate the accounts of repeat copyright infringers.

Notices

All notices and other communications required under this Agreement shall be in writing and shall be directed to: (a) First NFT Exchange Ltd. 152-160 City Road , London EC1V 2NX United Kingdom. (b) to User at the address and addressed to the person that the Service password was sent. Notice shall be deemed to have been duly given upon actual receipt by a party, or upon constructive receipt if sent by certified mail, postage pre-paid, return receipt requested, at such address or any other address, as any party hereto shall hereafter specify by Notice to the other party hereto.

Headings

Section or chapter headings are included for convenience only and are not to be used to construe or interpret this Agreement.

Waiver and Sever-ability

No failure on the part of any of FNFTEX or User to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or if the exercise of any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Survival of Provisions

The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely, obligations relating to, Ownership, Limitation of Liability, Consequential Damages, Indemnification, Warranties, Non-Use of Corporate Names and Marks, Confidentiality and Restrictions on use of the Services and content.

Governing Law

This Agreement shall is subject to the laws of England & Wales.

This Agreement, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings, and understandings. FNFTEX may modify this Agreement from time to time. If you do not agree to the changes, stop using our Services (and remember to cancel any fee-based services) before the changes take effect. Your

continued use of a Service after the effective date of any changes means that you agree to the changes. If a court of law finds that any provision of this Agreement is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. FNFTEX will inform you timely of any changes to this agreement if they stretch out into or have effect on the services rendered to you. For changes that are applicable for every user, there will only be a notice on the website: www.FNFTEX.org. These will be highlighted as such.

Terms & Conditions version 2.2 December 2022