

FlashBit TERMS OF SERVICE

1. INTRODUCTION

These Terms of Use (these "**Terms**") govern your access to and use of the website at <https://flashbit.xyz/> (the "**Website**"); including without limitation accessing the blockchain-based GambleFi product, playing of various games thereon, community interactions, earning of token rewards through gameplays, or otherwise transacting on the Website and software provided in connection with the foregoing (collectively, the "**Service**"). The Website is owned and operated by Helix Nebula Inc, a corporation incorporated in the British Virgin Islands ("**FlashBit**," "**we**", "**us**" or "**our**"). For the purpose of these Terms: "**users**" include all players, buyers, sellers and players on the platform.

Helix Nebula Inc is in the process of applying for a sub-license for gaming activities issued by the Curaçao Gaming Control Board.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY DIGITAL WALLET EXTENSIONS OR DIGITAL WALLET SERVICES, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

All information provided by or on behalf of FlashBit is for informational purposes only and should not be construed as professional, accounting or legal advice. Users should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of FlashBit. Before you engage with the FlashBit platform or make any financial, legal, or other decisions, you should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate.

The Website is intended for users who are at least 18 years old, or otherwise above the age of majority in your domicile. People under the age of 18 are not permitted to use the Website in any circumstances. By clicking on the "I Accept" button or using our services, you agree to be bound by these terms and all of the terms incorporated herein by reference. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

The Service allows games to play classic games such as Plinko, Mines, Dice, Blackjack, and Limbo utilising digital assets in their wallets. The platform also creates leaderboard challenges and rewards users with native \$FLASH tokens for participating and engaging with the platform.

2. ACCOUNT

- a. If you wish to receive the Service, you may obtain an account ("**Account**") by linking your digital wallets on supported bridge extensions or digital wallet services such as MetaMask which allows you to purchase, store, and engage in transactions relating to digital assets. By accessing your Account, you shall:
 - maintain the security of your digital wallet and accept all risks of unauthorised access to your Account; and
 - immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account.

- b. FlashBit may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalisation) of incomes obtained by criminal means, or for counteracting financing of terrorism. FlashBit may also require you to provide additional information and documents in cases where it has reasons to believe that:
 - Your Account is being used for money laundering or for any other illegal activity; or
 - Transactions effected via your Account were effected in breach of these Terms.

In such cases, FlashBit, in its sole discretion, may pause or cancel your transactions until such additional information and documents are reviewed by FlashBit and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, FlashBit may refuse to provide the Content to you.

- c. By creating an Account or utilising an Account to access Services, you represent that you are not subject to any national or privately run self-exclusion register which excludes you from gambling.
- d. By creating an Account, you also consent to receive electronic communications from FlashBit (e.g., via email, push notifications on social accounts you are connected from, or by posting notices to the Service). These communications may include notices about your Account and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. The user acknowledges and accepts that the computerised data stored on FlashBit's computer servers in reasonable conditions of security and integrity shall be irrefutably considered proof of acceptance of these Terms and proof of all exchanges between FlashBit and the user. Consequently, unless FlashBit's manifest error is proven by the user, the latter may not challenge the admissibility, validity, or evidential value of documents established by the aforementioned digital means on the basis of any legal provision whatsoever (including without limitation those which specify that certain documents must be in writing or signed to constitute evidence).
- e. You shall inform us as soon as you become aware of any errors with respect to your account and you will forfeit any amounts shown to be in your account that result from human error or technical fault.
- f. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.
- g. By submitting personal data through our Site or Services, you agree to the terms of our Privacy Policy (available at <https://flashbit.xyz/pdf/privacy-policy.pdf>, and you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

3. DEPOSIT AND WITHDRAWAL OF FUNDS

- a. In order to play games on FlashBit, you need to deposit funds into the platform's deposit smart contracts. You acknowledge that your balance on the platform may increase or decrease depending on the outcome of games played.
- b. You undertake that: (i) all money that you deposit in your account on the platform is untainted with any illegality and, in particular, does not originate from any illegal activity or source; and (ii) all payments made into your account on the platform are authorised and you will not attempt to reverse a payment made into your account or take any action which will cause such a payment to be reversed by a third party, in order to avoid any legitimate liability.
- c. You accept that all transactions may be checked to prevent money laundering and that any transactions made by you which FlashBit deems suspicious, may be reported to the appropriate authorities.
- d. Users may only withdraw their balanced deposits back to the same digital address which they had deposited the original amounts.

4. RESPONSIBLE GAMBLING

- a. FlashBit is committed to ensuring its customers gamble responsibly. We would recommend time out (short break) options for customers to take a short break from their gambling and to reassess their choices.
- b. We shall not be liable for any losses you or any third party may suffer if you gamble irresponsibly, including circumventing any self-exclusion procedures and continue to use our products or services.
- c. It is an offence for anyone under the age of 18 to utilise the FlashBit platform. If we identify that you are under 18 or were under 18 when you entered into any betting transactions on our site: (i) we will immediately prevent you from entering into any transactions or making any withdrawals from or use of your account, (ii) we will investigate the claim that you are or were under age, including whether in fact you have been betting or wagering as an agent for or at the behest or on behalf of another person, and (iii) we shall be entitled to take any other action as we deem appropriate.

5. SUSPICIOUS BETTING

- a. For the purpose of this Section 5, "**suspicious betting**" shall refer to where FlashBit suspects that any bet or wager has have been placed in suspicious circumstances, including without limitation inordinate frequency and/or highly unusual pattern of bets or wagers (by comparison with betting norms) placed on the same selection(s) in a short space of time, where there is an inordinate frequency and/or highly unusual pattern of bets or wagers placed on the same selection(s) and where the theoretical probability of said selection(s) winning at the time of bet(s) placement, based on the odds offered on the selection(s) at the time of bet placement, is largely inconsistent with the theoretical probability of the same selection(s) winning calculated using their accumulated starting prices, where the integrity of any game(s) or event(s) has been called into question, where we have reasonable grounds to suspect that a bet or wager (or a string of connected bets or wagers) were placed robotically, by automated means, or otherwise than through the account holder placing each bet or wager manually via their account, where we reasonably believe that you have used unfair external factors or influences connected with the event(s) the subject of any bet(s) or wager(s), where we reasonably suspect that you have opened duplicate accounts or where we reasonably suspect that second or subsequent accounts are under common control with your account with a view to concealing the true worth, nature or pattern of bets or wagers placed by you or on your behalf, where we otherwise believe, acting reasonably, that you are acting in concert with others or that you are acting other than on your own behalf.
- b. In the case of any of the activities contemplated by Section 5a, and without restricting our ability to rely on other remedies that may be available to us, we may, acting reasonably, and depending on the circumstances:
 - (i) request such further information from you as may reasonably be required by us to investigate whether the relevant bet(s) or wager(s) constitute suspicious betting for the purpose of this Section 5 including without limitation any personal information, information in connection with your betting patterns, personal data, depositing of funds and any other related information and inquiries;
 - (ii) suspend or withhold payment of any amounts (or any parts thereof) pending the receipt by us of satisfactory evidence from you in order for us to determine (acting reasonably) that a bet or wager does not constitute a suspicious bet or wager, or as may reasonably be required pending any investigations by any regulator or law enforcement authority;
 - (iii) void any bet or wager; and/or
 - (iv) re-calculate any winnings based on market practice.

the starting price of the event(s) the subject of the bet(s). Where possible, we shall communicate to you in advance that any bet(s) will be settled at the starting price; or

9.2.6. where there is an inordinate frequency and/or unusual pattern of bets placed on the same selection(s) in a short space of time and where we have reasonable grounds to suspect that the bets are connected bets, limit the payment of winnings in respect of those bets (and where necessary with such limitation applied across multiple accounts) to the maximum payout for individual bets on any particular market or markets as set out in the Sportsbook Rules and Regulations.

- c. We reserve the right to terminate an account if we reasonably suspect any of the activities described in Section 5 in connection with that account.
- d. We reserve the right to seek to recover from you any losses we suffer that are directly or indirectly connected to any of the activities contemplated in Section 5. This right is without prejudice to any other rights (including common law rights) that we may have against you, whether under these Terms or otherwise.
- e. We will not be liable under any circumstances whatsoever for any loss you or any other person may incur as a result of the collusive or other behaviour in breach of this Section 5. Further, we reserve the right, but shall not be obliged, to take any other actions in the case of any of the activities contemplated in Section 5.

6. OWNERSHIP

- a. FlashBit owns the Website. You acknowledge and agree that unless otherwise indicated in writing by us, FlashBit (or, as applicable, our licensors) owns all legal right, title and interest in and to all other elements of the Website, and all intellectual property rights therein (including, without limitation, all art, designs, systems, methods, information, computer code, software, services, website design, "look and feel", organisation, compilation of the content, code, data and database, functionality, audio, video, text, photograph, graphics, underlying intellectual property, and all other elements of the Website (collectively, the "**Content**"). You acknowledge that the Content are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Content are the copyrighted property of FlashBit or its licensors, and all trademarks, service marks, and trade names associated with the Website or otherwise contained in the Content are proprietary to FlashBit or its licensors. Except as expressly set forth herein, your use of the Website does not grant you ownership of or any other rights with respect to any content, code, data, or other Content that you may access on or through the Website. We reserve all rights in and to the Content that are not expressly granted to you in these Terms.
- b. You understand and agree that:
 - your usage of the Website does not give you any rights or licenses in or to the Content (including, without limitation, our copyright in and to any associated art) other than those expressly contained in these Terms;
 - you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialise any elements of the Content (including, without limitation any associated art) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; and
 - you will not apply for, register, or otherwise use or attempt to use any FlashBit trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.
- c. All transactions that take place on the Website are facilitated via smart contracts existing on the relevant blockchain Network, and are initiated, managed and confirmed via such relevant blockchain network at the complete risk of users. You understand that your public address will be made publicly visible whenever you engage in a transaction with other users on the Website. FlashBit neither owns nor controls the relevant blockchain network or any supported bridge extension or digital wallet service, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Website.

7. USER CONDUCT

- a. You understand that you may lose money on bets or wagers placed and accept that you are fully responsible for any such loss. You accept that under no circumstances will any amounts lost by you under any bet be recoverable from us.
- b. It is your responsibility to verify that you are permitted to bet with us according to the jurisdiction of your domicile or habitual residence and/or in which you are located and you agree that you will not bet with us while you are located in a jurisdiction which prohibits you from betting with us. In particular, you will not bet or attempt to bet with us if you are located in The United States of America, the People's Republic of China, Dubai, Ireland, the United Kingdom, and any countries which are the subject of any sanctions administered or enforced by any country or government or international authority (including without limitation Cuba, North Korea, Republic of the Union of Myanmar, Lao People's Democratic Republic, Tanzania, Pakistan, Russia, Serbia, Tunisia, Uganda, Mali, Afghanistan, Somalia, Zimbabwe, Democratic Republic of the Congo, Republic of the Congo, Côte d'Ivoire, Ethiopia, Malawi, Montenegro, Mozambique, South Sudan, Sudan (north), Sudan (Darfur), Nicaragua, the Republic of North Macedonia, the Lebanese Republic, Iran, Iraq, Liberia, Libya, Syrian Arab Republic, Tajikistan, Uzbekistan, Yemen, Belarus, Bolivia, Trinidad and Tobago, and Venezuela). The list of prohibited countries may be updated by FlashBit from time to time.
- c. You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Service or accessing the Website. You agree that you will abide by these Terms and will not:
 - Employ any device, scheme or artifice to defraud, or otherwise materially mislead, FlashBit or any user of the Website, including by impersonating or assuming any false identity
 - Use or attempt to use another user's Account without authorisation from such user and FlashBit;
 - Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
 - Develop, utilise, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
 - Engage or attempt to engage in or assist any hack of or attack on the Website, including any "sybil attack", "DoS attack" or "griefing attack", or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
 - Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Service;
 - Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorised to access;
 - Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorised by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
 - Use data collected from our Service to contact individuals, companies, or other persons or entities;
 - Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
 - Bypass or ignore instructions that control all automated access to the Service;
 - Use the Service for any illegal or unauthorised purpose, or engage in, encourage or promote any activity that violates these Terms;
 - Use the relevant blockchain network to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the relevant blockchain network, or the Service;
 - Engage in wash trading or other deceptive or manipulative trading activities;
 - Place misleading bids or offers;

- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
 - Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts;
 - Use the Service or the Website by or on behalf of a competitor of FlashBit or competing platform or service for the purpose of interfering with the Website or to obtain a competitive advantage; or
 - make offensive comments, use offensive or pornographic material or make potentially defamatory or inflammatory remarks in connection with the forums or any other part of the Website or other information contributed to the Website.
- d. The availability of the Service and the Website does not constitute an offer or invitation by FlashBit to use the site in any jurisdiction in which such use is illegal.
- e. FlashBit shall have the right, but not the obligation, to monitor your usage of the Services and the platform to determine compliance with these Terms and any operating rules established by FlashBit and to satisfy any law, regulation or authorised government request. FlashBit shall have the right in its sole discretion to remove any material that FlashBit, in its sole discretion, deems inappropriate, disruptive, or illegal, including material that:
- violates international intellectual property laws
 - promotes suicide or self-harm
 - incites hate or violence against others
 - degrades or doxes another individual
 - depicts sexually suggestive situations
 - relates to known terrorist organisations (as listed by any regulatory authority in any jurisdiction or global watchlist)
 - FlashBit reasonably believes to be stolen assets, assets taken without authorisation or otherwise illegally obtained assets.

8. FEES, COMMISSIONS AND OTHER CHARGES

- a. You shall pay to FlashBit all service fees, commissions and other charges ("**Fees**") determined from time to time in the sole discretion of FlashBit in connection with the games on the platform.
- b. In addition, all transactions on the Website which require interaction with the relevant blockchain network will require "gas" fees to be paid to third-party miners/validators on such relevant blockchain networks as consideration for their services in confirming such blockchain transactions, which shall be borne by you.
- c. The amount of fees or commissions payable will be notified to you via a checkbox prior to confirming any transaction.
- d. All transactions relating to the games or events on the platform are final. All Fees, "gas" fees or commissions paid are non-refundable except at the sole discretion of FlashBit.

9. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless FlashBit, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "**Indemnified Parties**"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and

insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service or platform, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party.

10. DISCLAIMERS

THE SERVICE AND CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AT YOUR SOLE RISK WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. FlashBit (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE; (D) THE WEBSITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITE WILL BE SECURE, AND YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILFUL DEFAULT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE WEBSITE (OR ANY PART HEREOF), INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY.

11. ASSUMPTION OF RISK

You accept and acknowledge:

- a. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect your digital assets, which may also be subject to significant price volatility. We cannot guarantee that any user of the platform will not lose money.
- b. You are solely responsible for determining what, if any, taxes apply to your usage of the Service. Neither FlashBit nor any other FlashBit Party is responsible for determining the taxes that apply to your transactions on the platform.
- c. Digital assets and any associated transfers, games or protocols for the same utilize smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky. There are risks associated with using an Internet based currency or service in connection therewith, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorised access to information stored within your wallet. You accept and acknowledge that FlashBit will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or platform, however caused.
- d. There may be various vulnerabilities, failures or abnormal behavior of software relating to the Service (e.g., wallet, smart contract), or relating to the relevant blockchain network, and FlashBit cannot be responsible for any losses in connection with the same, including without limitation any losses in connection with (i) user error, such as incorrectly construed smart contracts or other transactions, (ii) server failure or data loss, (iii) corrupted wallet files, or (iv) unauthorised access

or activities by third parties, including but not limited to the use of viruses, phishing, brute-forcing or other means of attack against the Website, the relevant blockchain network, or your digital wallet.

- e. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of the Service.
- f. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service.
- g. The Service will rely on third-party supported bridge extensions or digital wallet services to perform transactions. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favour or is unavailable for a prolonged period of time, access to and use of the Service will suffer.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FlashBit BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DIGITAL ASSETS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF FlashBit HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE ENTIRELY AT YOUR OWN DISCRETION AND RISK.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF FlashBit ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE SERVICE OR THE WEBSITE EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO FlashBit IN RESPECT OF SERVICES PROVIDED TO YOU.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

13. MODIFICATIONS TO THE SERVICE

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Service (or any features or parts thereof) without liability therefore.

14. DISPUTE RESOLUTION; ARBITRATION.

- a. Please read the following arbitration agreement in this Section 14 (this "**Arbitration Agreement**") carefully. It requires you to arbitrate disputes with FlashBit and limits the manner in which you can seek relief from us.
- b. You agree that any dispute or claim relating in any way to your access or use of the Service, or in connection with any aspect of your relationship with FlashBit, will be resolved by binding arbitration, rather than in court, except that FlashBit may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

- c. All disputes shall be referred to and finally resolved by arbitration administered by the BVI International Arbitration Centre in accordance with the BVI IAC Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- d. **YOU AND FlashBit HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and FlashBit are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 14b above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.**

15. GOVERNING LAW AND VENUE

These Terms, your access to and use of the Service and Content, and your participation on the platform shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles of any jurisdiction that would cause the application of the laws of any other jurisdiction that would cause the application of the laws of any other jurisdiction.

16. TERMINATION

- a. You may terminate these Terms at any time by cancelling your account on the Website and discontinuing your access to and use of the Website. To the fullest extent permitted by applicable law, you will not receive any refunds if these Terms are terminated in any circumstances. You agree that we, in our sole discretion and for any or no reason, may terminate these Terms and suspend and/or terminate your Account on the Website.
- b. You agree that any suspension or termination of your access to the Website may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination. If we terminate these Terms or suspend or terminate your access to or use of the Website due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies we may have at law or in equity. Upon any termination or expiration of these Terms, whether by you or us, you may no longer have access to information that you have posted on the Website or that is related to your account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

17. SEVERABILITY

Should any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this Section 17 shall not affect or impair the validity and enforceability of the rest of these Terms, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

18. SURVIVAL

The following Sections will survive the expiration or termination of these Terms and the termination of your Account: Sections 9, 10, and 12.

19. MISCELLANEOUS

- a. These Terms constitute the entire legal agreement between you and FlashBit relating to your access to and use of the Service and Content, and completely replace any prior or contemporaneous agreements between the parties related to your access to or use of the Website, whether oral or written.
- b. There are no third party beneficiaries to these Terms. These Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.
- c. The parties are independent contractors, and nothing in these Terms create any agency, partnership, joint venture or any similar relationship, nor cause the parties to be deemed acting in concert in any respect.
- d. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.
- e. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. Notwithstanding anything contained herein, we may assign our rights and obligations under these Terms in our sole discretion (without your consent) to an affiliate for any reason, including without limitation any assignment or novation in connection with a reincorporation to change FlashBit's domicile.
- f. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision.
- g. FlashBit will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, acts of God, labour conditions, power failures, Internet disturbances, or acts or omissions of third parties.
- h. FlashBit reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the "Last Updated" date at the end of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

Last Updated: 29 May 2024