

## **TERMS AND CONDITIONS**

Emerald Trade, Inc., incorporated in the state of Florida, United States of America, domiciled at 1001 Brickell Bay Dr Suite 2700 H-2, Miami, FL United States 33131 email address info@furacoin.com , (herein referenced as either “Company”, “we”, “us”, “our”) is the owner and operator of <https://furacoin.com> & <https://site.furacoin.com> (herein referenced as the “Website” or “Site”). User (hereinafter referenced as either "You", "User(s)) include registered users and visitors who access the Website in any manner. Users shall carefully read these T&Cs and our Privacy Policy before accessing the Site as by accessing the site you agree to the terms and conditions detailed herein. If you do not agree with the Terms mentioned hereinafter, in whole or in part, you must leave the Website.

The Site provides information about the Furacoin (herein references as the “Tokens”) and allows Users to purchase the Tokens (the “Services”). The use of the Website and the Services is subject to the following terms and conditions (“T&Cs”). Please read this document carefully as it affects your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability.

We may restrict or refuse, at our sole discretion, the provision of the Services in certain countries or regions. If you are a national or resident of one of such jurisdictions, please leave the site now as you are not allowed to use the Services directly or indirectly.

### **CONDITIONS FOR USE**

You have to be at least 18 years old to access and use the Website. If you are under 18, you may access and use the Website only with parental supervision. Parents or guardians shall be liable for child’s use of the Site.

### **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

The Company has no contractual obligation of any kind in force with you. You acknowledge and accept that crypto/digital asset activity is hazardous, high-risk, highly volatile and entails security risks as well as the potential lack of economic results, pricing volatility, inadequate liquidity, loss of value, theft, hacking, complete loss of Tokens, loss of usability and other weaknesses related to the Company’s or third-party’s software. If you do not completely understand these risks, please, refrain from using the Website. By using the Website and purchasing the Services offered therein, you acknowledge that you are solely responsible for all the risks involved and that the Company shall not be liable for any loses or damages you may suffer as a result of your use of the website or purchase of the Services.

You acknowledge and understand that your use of the Website is at your own risk. The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. The Company will not be responsible for any failures, disruptions, errors, distortions or delays you may experience when using the Website whatever the cause might be.

### **THIRD-PARTY CONTENT AND SERVICES**

The Company might rely on third-party websites and/or services and applications or display on the Website links, content, data, information, or materials from third parties. You are advised that whenever you access and use a third-party website or application from the Website you will be subject to their terms and conditions. The Company in no event will be liable for your use, misuse, malfunction of any third-party website and/or services and applications as we do not review, approve, monitor, endorse, warrant, or make any representations with respect to any third-party website, services and/or applications. Users shall access

and use third-party websites and/or services accessed from the Site at their own discretion and risk and are solely responsible for any damage and/or loss resulting therefrom.

## **REPRESENTATIONS AND WARRANTIES**

By using the Website and purchasing the Services you represent and warrant that:

- You (i) are at least 18 years old;
- You have read and consent to these T&Cs;
- You will not use the Website and/or the Services in an unlawful, unethical or otherwise negative manner that negatively affects other Users or the Company;
- You will comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Website and/or the Services;
- You will not engage in any behavior that could bring the Website into disrepute or violates any law or regulation;
- You are not a citizen of, have your habitual residence or location in a country or territory where transactions with crypto assets are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted while these T&Cs are in force;
- You will indemnify the Company and hold the Company harmless against all claims that arise from your use or misuse of the Website and/or the Services;
- You understand that your use of the Services is at your sole risk;
- You are using the Website and/or the Services at your own risk and that the Company will not be responsible for any loss or damage you might suffer;
- You will not use the Services for resale or commercial purposes, including transactions on behalf of other persons or entities.

The Company represent and warrant that it is committed to conducting its business according to all applicable rules, regulations and laws.

## **SANCTIONS**

Breaches of these T&Cs will result in disciplinary action and might cause your User Account to be terminated and the company will not be liable to you for any damages or losses this may cause you. We reserve the right to investigate complaints or reported violations of our T&Cs and to take any action we deem appropriate, including but not limited to canceling your User Account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information, as allowed under our Privacy Policy.

## **LIABILITY**

In the event the Website /or the Services are for any reason discontinued, the Company shall not be liable to you and you shall bear all costs of damages or losses incurred.

To the maximum extent permitted by applicable law, the Company shall not be liable to you for any loss or damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data) arising from this T&Cs, the Site and/or the Services whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and notwithstanding the extent to which the Company has been advised of the possibility of such damages.

## **PRIVACY**

We respect your privacy and are committed to protecting your Personal Information. For details, please read our Privacy Policy.

## **PROVISION OF THE SERVICES**

We shall establish the content layout, format, function, and access rights regarding the Services at our sole discretion. The Company reserves all rights not expressly granted in these Terms. We expressly reserve the right to add or remove any Service without any prior notice or consent from you.

Without prior notice we may stop providing the Services. In the event this happens we will not be responsible for any damage or loss this might cause you.

## **PAYMENT METHODS**

We will never charge you for the Website or the Services without prior notice and clarification of the applicable charges. By using the Website and the Services you agree to pay the fees specified in the Website for the provision of the Services. We may, at our sole discretion, update such fees and or commissions percentages at any time without notice. Updates will take effect the next day after the posting of the updated fees. We use third-party service providers to process payments.

By providing Payment Method information through the Site you represent and warrant that: (i) You are legally authorized to provide such information; (ii) you are legally authorized to make payments using the provided payment method; (iii) if you are an employee or an agent of a company or person that owns the payment method, you are authorized by the company or person to use such payment method to make payments to the Company and; (iv) Such actions do not violate the terms and conditions applicable to your use of such payment method or applicable law.

## **SECURITY**

You must immediately notify us upon becoming aware of any unauthorized access or any other security breach to the Website so we can mitigate the damage. Your User Account is yours only and you must not share your password with others. You are solely responsible for securing your password as the Company will not be liable for any loss or damage arising from unauthorized access to your account resulting from your failure to secure your password.

## **DISCLAIMER**

The Site and all details, content, materials, products and the Services are provided “as is” and on an “as available” basis. To the maximum extent permitted by applicable law, the Company disclaims all express and implied conditions, representations, and warranties including, but not limited to, the warranties of merchantability, accuracy, fitness for a particular purpose, title, and non-infringement.

The company makes no representations or warranties of any kind regarding (i) the Website; (ii) income arising from the Services; (iv) the accuracy, reliability, completeness, or timeliness of the User-submitted details; (v) any information, materials, products (including software) or Services made available to you through the Site.

You shall not rely on the Site, information posted therein or the continuation of the Site.

## **TERMINATION**

We reserve the right to terminate your access to the Website or the Services at any time and without prior notice. We may also stop providing the Services, shut down, or cancel the Website at any time and without prior notice. The company shall not be liable to you for any damages or losses these events may cause you. All provisions of these T&Cs shall survive termination.

## **DISPUTE RESOLUTION**

The Company shall cooperate with Users in good faith to resolve any dispute arising out of or in connection with these T&Cs and/or the use of the Website and/or the Services. If an agreement is not reached within 90 days of notice of such dispute being received by us by email at: [info@furacoin.com](mailto:info@furacoin.com), such dispute shall be settled in arbitration proceedings. The seat of the arbitration shall be Florida, United States. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made.

## **GOVERNING LAW**

These Terms shall be governed by and interpreted and enforced according to the laws of the state of Florida, United States, excluding the rules for choice of law. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction or arbitral tribunal, the remaining provisions of will remain in effect.

## **ELECTRONIC COMMUNICATION**

For legal purposes, electronic communications will be understood as written communications.

## **CONTACT US**

If you would like to receive more information, make suggestions or file complaints regarding these T&Cs, you can do so by sending an email to: [info@furacoin.com](mailto:info@furacoin.com).

Please visit this section frequently as this document may be updated and or modified pursuant to the Company’s sole discretion and without prior notice. By visiting or using the Site you agree to be bound by the latest version of the T&Cs.