# **TERMS & CONDITIONS**

Welcome to **FINARED INTERNATIONAL LIMITED (FINTCO).** This Agreement ("Agreement") is a contract between you ("you," "your" or "user") and FINARED INTERNATIONAL LTD ("FINTCO," "we", "us, "our" or "The Company") and applies to your use of: (a) **FINTCO** website located at **fintco.io** and any associated **www.finaredgroup.com** websites or mobile applications (collectively the "Site"), and (b) any of the services provided to you by **FINTCO** (together with the Site, the "Services").

[This Agreement shall strictly apply to our services in respect of Transactions involving Virtual Currency, including but not limited to the purchase and sale of Virtual Currency. For the applicable terms in respect of our Fiat to Fiat Currency Exchange Transactions or other related Transactions.

**FINARED INTERNATIONAL LIMITED** is a company having its registered office in **P.O.Box AN17057- Greater Accra GHANA**, regulated by Ghanaian laws giving the corresponding security to our customers This Agreement incorporates, and you hereby accept and agree to the applicable policies, website notifications and guidelines that are provided or made available to you, appear on our website or are referenced in this Agreement and which we may modify from time to time.

You may not transfer or assign any rights or obligations you have under this Agreement to any third party without our prior explicit written consent.

We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. You hereby already consent to any such future transfer or assignment. This does not affect your rights to close your account.

By creating an account to use our website ('FINTCO ACCOUNT'), Users accept and guarantee:

- They have read and accepted these Terms.
- They have the full legal capacity to accept these Terms and to carry out transactions and Transfers on our website.
- They will provide reliable, real, complete and updated information to **FINTCO** about themselves.
- They have knowledge about the nature, legal status and volatility of the value of the cryptocurrencies and Bitcoin in particular, and that fully assume the risk implied in make transactions with these assets.
- The regulations that prohibit and / or restrict transactions with cryptocurrencies in your jurisdiction of residence, or affect the way in which they are made.
- They are responsible for determining if a specific transaction is appropriate for them, based in your personal goals, financial status and willingness to take risks.

- They are responsible for determining if a specific transaction is appropriate for them, based in the documentation submitted to **FINTCO** that is related to your personal situation; patrimonial, economic and fiscal.
- **FINTCO** may require more information and / or documentation if deemed necessary, the user committing to supply it within the deadlines established by **FINTCO** . **FINTCO** reserves the right, in its sole discretion, to modify these Terms at any time.

The Users will be notified of such changes one month prior to their validity through their Account **FINTCO** your continuity in the use of the Platform after notifying you of the changes will mean your acceptance to the same. Each User accepts that all subsequent transactions they make will be subject to the then valid version of the Terms.

# **Definitions**

**Platform:** Refers to the technical, functional and organizational structure managed FINARED INTERNATIONAL LIMITED that allows Users to specify purchases and sales of Bitcoins through a mandate granted to **FINTCO**, as well as transfers to third parties, the realization of collections and payments and the protection of cryptocurrencies.

**User (s) / Client:** Any owner of an account registered with **FINTCO**, any other person which directly or indirectly through one or more intermediaries:

- (a) Controls the First Person;
- (b) is Controlled by the First Person; or currently;
- (c) is under common Control with the First Person.

**"Bitcoin" or "BTC"**: means any digital currency and payment system using peertopeer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

"White Paper" or "Prospectus": means the document containing the business model and description of FINTCO, located at <a href="https://fintco.io">https://fintco.io</a>

**"Blockchain":** It is a database that is not carried by a single entity, but is distributed in a indefinite number of subjects formed by block chains, designed to avoid modification once that a data has been published.

"Control" or "to Control": means with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and controlled has a corresponding meaning.

"FINTCO": is a token which is developed in the Stellar blockchain, a FINTCO is equivalent to a share of FINARED INTERNATIONAL, the nominal value is US \$ 1.00 (ONE AMERICAN DOLLAR).

"PRE ICO": means the pre-sale of cryptocurrencies at a nominal value lower than the value that will be given in the ICO sale, the value constitutes an average discount from 20% to 50%. The sale is for a limited time of 1 month and with an average of 500,000 FINTCO's minimum goal equivalent to US \$ 500,000.

"Privacy Policy": means the document describing the methods how FINTCO collects, uses and releases information collected from Participants available on the Website at https://fintco.io.

"Smart Contract" means the SAFT made for FINTCO and is the mechanism of the distribution of payouts to the Token holders as described in the Whitepaper.

"Hardware Wallet": They are physical devices dedicated to the storage of private cryptographic keys that they present physical security measures such as the lack of network connection components, and mechanisms of entry and exit of own data.

### 2.- TOKEN LAUNCH

- 2.1. Participants will send funds ( **FIAT,WIRE TRANSFERS,PAYPAL** ) including other cryptocurrencies to the Company for the development of the project described in the Prospectus and will receive Tokens in recognition of Exchanges.
- 2.2. Tokens impart no proprietary rights or obligation or contract, express or implied, other than described in the Prospectus, if **FINTCO** is successfully completed and deployed. In particular, Participants will not have any influence in the development or governance of **FINTCO**. The sole and exclusive usage rights of these intelectual property rights are held by and assigned to **FINTCO** and its nominees.
- 2.3. Who acquire a **FINTCO** have the option of keeping their currency, receiving dividends for the investment with our entity at the end of the year, if they do not wish to keep the currency, they can only receive the gain for their sales in the crypto exchanges where the money will be placed. currency.
- 2.4. **The FINTCO user** will receive a document with which the client waits one year to receive their dividends according to the registered investment, any changes outside the document will be canceled by the internal system of our institution.
- 2.5. Token Launch will be conducted via the Website and will consist of the Company accepting Exchanges and providing Tokensin recognition of such Exchanges. Participants may Exchange using the cryptocurrencies or other payment methods notified on the Website. Failure to follow the Token Launch instructions on the Website may limit, delay, or prevent a Participant from Exchange. Any questions about such instructions should be directed to <a href="https://fintco.io">https://fintco.io</a>.

### 3.- TENDER OF TOKENS BY FINTCO

**FINTCO** shall have the right but not the obligation to repurchase all or some of the Tokens by way of a publicly announced tender. The holders of Tokens shall have the right but not the obligation to submit an offer into such tender.

#### 4.- TIMING OF TOKEN LAUNCH

4.1 Token Launch will begin at the Commencement Time, continue for a certain period specified on the Website and end at the Closing Time.

4.2 **FINTCO** reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

#### 5.- OBLIGATION TO COMPLY THE LAWS OF PARTICIPANT'S JURIDICTIONS

It is the responsibility of each potential Participant to determine if the Participant can legally participate in the Token Launch, make Exchanges to **FINTCO**, and receive and hold Tokens in the Participant's jurisdiction. **FINTCO** will not be held liable in case of any Participant's failure to meet this condition.

### 6.- ACCEPTANCE OF TOKEN LAUNCH TERMS AND CONDITIONS

- 6.1 By participating in the Token Launch, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Prospectus, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.
- 6.2 By using the Website and participating in the Token Launch you represent and warrant that you:
- (a) are legally permitted to participate in the Token Launch, make Exchanges to **FINTCO**, or receive and hold Tokens in your jurisdiction;
- (b) are of a sufficient age to legally participate in the Token Launch, make Exchanges to FINTCO, or receive and hold Tokens; (c) are not participating in the Token Launch, making Exchanges to FINTCO, receiving and holding Tokens, or exchanging any cryptocurrency for Tokens for the purpose of speculative investment; (d) are not participating in the Token Launch, making Exchanges to FINTCO, or receiving and holding Tokens for an illegal purpose; (e) have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchain based software systems.
- 6.3 Further, by using the Website and participating in the Token Launch you acknowledge and agree that: (a) you take sole responsibility for any restrictions and risks associated with participating in the Token Launch, making Exchanges to FINTCO, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise; (b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any FINTCO Party; (c) you are participating in the Token Launch, making Exchanges to FINTCO, and receiving and holding Tokens to facilitate the development, testing, deployment and operation of FINTCO.
- 6.4. The proposed outcomes discussed in the Prospectus or business model may not be achieved; (e) Tokens may not provide the rewards envisaged; (f) participating in the Token Launch, making Exchanges to FINTCO, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of FINTCO; (g) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website; (h) you will not violate or attempt to violate the security of the Website; (i) you will not access information or data which you are not authorised to access; (j) you will promptly provide to FINTCO, upon request, any additional information which FINTCO may consider necessary in providing services on the Website; and (k) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be nonconfidential or nonproprietary unless expressly

indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content.

By using the Website and participating in the Token Launch you further agree to the following statements: 6.4.1 represent that I am:

- (a) NOT an individual who is a resident of USA, China;
- (b) NOT a corporation, partnership or other legal entity formed under the laws of USA, China;
- (c) NOT an agency, branch or office located in USA, China;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above
- (e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above; and (f) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) above. 6.4.2 My decision to subscribe for **FINTCO** Tokens was: (a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within USA, China; (b) NOT made inside the USA, China; and (c) NOT communicated to FINTCO from a source within USA, China. 6.4.3 My purchase of **FINTCO** Tokens is: (a) made for my own account as principal; (b) NOT made in anticipation of a further distribution of the **FINTCO** Tokens to others; and (c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for **FINTCO** Tokens in USA, China.

#### 7.- FINTCO ACCOUNT

Each User will complete the data and send all the documentation and information requested by the Platform, and other documents that allow to know your real personal, economic, financial and tax, in order to register your FINTCO Account. Until as long as this happens and the information provided.

If verified, the Platform may limit or prevent its operations on it.

Users are responsible for maintaining the confidentiality of their **FINTCO** Account information, including your password or password and Transactions. Users will be solely responsible for everything act carried out through the Platform through the use of your **FINTCO** Account. Users should not try obtain unauthorized access to the Site, and any attempt to do so or to help others (Users or third parties) to do so, or distribution of instructions, software or tools for that purpose, will result in termination of the accounts of said Users, **FINTCO** reserving the power to initiate all legal actions that by right may correspond. Users undertake to provide information and documentation reliable, real, complete and updated to the Platform, as required in the process of registration and throughout the relationship; and keep said information and documentation updated.

The Platform may require additional information from a User when deemed necessary in order to complete the policies of Prevention of Money Laundering and Financing of Terrorism, Origin of Funds, Customer Knowledge or similar. In certain cases the translation, certification, legalization of certain documents, including Apostilles, may be required; being the client's

obligation to provide the documents requested in the form and at the times requested by **FINTCO**.

Users must provide a bank account of their ownership with which they will operate with the Platform.

Transfers to **FINTCO** Account will not be accepted if they do not come from the bank account provided by the User.

To withdraw balances in whole or in part, the User must request a transfer to said bank account through the Platform, those that are executed within two bank business days of your request. Low under no circumstance will balances of **FINTCO** Account be transferred without an instruction from the User to through the Platform. The Platform reserves the right to limit the jurisdictions for which it is Accept bank accounts, and / or reject the bank account proposed by the User.

Accounts and / or Transactions may be suspended until these Terms and conditions are satisfactorily fulfilled applicable regulations. The Platform may require additional information at any time after the request of the competent authority or by application of any applicable policy, law or regulation. The Accounts must be used strictly for the purposes defined in these Terms.

All notifications made to the email address indicated by the user at the time of the request to open the account; as well as those sent to the address indicated by the User in your **FINTCO** Account.

### 8.- DATA PRIVACY

When you open a **FINTCO** Account, you must provide your personal information. The personal information you provide The website will not be disclosed or transferred to third parties unless necessary to comply with the laws, current regulations, or the realization of the Transactions.

You can read the data privacy policy at the end of this document, and it is also part member of these terms and conditions and the one you accept when using the site.

# 9.- USE OF COOKIES

We use persistent cookies to support a user experience without problems. This cookie is keeps on the computer after closing the browser and can be used by your browser during visits after our websites. We also use cookies to better understand how to interact with our websites and services and to improve our websites and services in general.

### 10.- PROPERTY RIGHTS

All the contents of the Site, including, but not limited to: text, names, data, logos, buttons, icons, code, methods, techniques, models, graphics and the software used, are the property of **FINTCO** ( **FINARED INTERNATIONAL LIMITED – FINARED PERU** ) and its affiliates and they are protected by patents, copyrights, trademarks, and other applicable legal institutes.

# 11.- CONTACT US

If you have any questions related to these Terms, your rights and obligations arising from these Terms and your use of the Site and the Platform, your Account or other individual, please do not hesitate to contact the website at info@finaredgroup.com and <a href="mailto:admi@fintco.io">admi@fintco.io</a>

### 12.- INCIDENT NOTIFICATION

**FINTCO** informs its employees that if they become aware of a violation of the rules of Privacy or confidentiality should let the Data Protection Officer know immediately and if become aware of a security incident should let the team know immediately specialized according to the Security Document and the Data Protection Officer, so that **FINTCO** adopt the measures of the case.

Regardless, **FINTCO** will conduct periodic audits. To verify compliance with this policy, you will not need to notify it in advance. to those employees who have access to the Company's databases. In case of non-compliance with the terms of this policy, the measures may be taken Disciplinary measures established by current labor laws.