

Terms and Conditions of Use

Please read this carefully because it sets out the terms of a legally binding agreement ("T&Cs") between Buying.com, LLC, a private limited company incorporated in Wyoming, and having its registered office is at 1 International Blvd, Suite 901, Mahwah NJ 07495 USA

1. ACCEPTANCE OF TERMS

1.1 By clicking "I Accept", you confirm that you have read the T&Cs, that you understand them and that you unconditionally agree to be bound by them.

1.2 We reserve the right to update the T&Cs at any time without notice. When an update occurs, the most current version of the T&Cs will appear here.

1.3 Except if you are a Subscriber under a Subscriber Agreement with us, no other terms will apply to your use of the Website unless agreed in writing by an authorized signatory of us or expressly stated otherwise in these T&Cs.

2. USE OF MATERIAL AVAILABLE ON THE WEBSITE

2.1 All content available on Buying.com is intended to be used and must be used for informational purposes only. It is of the utmost importance to do your own research and analysis before making any financial decisions in connection with the content on Buying.com.

2.2 We strongly recommend to current or prospective issuers and purchasers of tokens or virtual coins which relate to content available on Buying.com to obtain legal advice on whether the offers and prospective sales or transfers are in compliance with applicable laws of any jurisdiction to which the tokens or virtual coins relate, in particular financial laws and those which govern the issuance and distribution of financial securities. While we lists platinum, gold and silver advertisements on Buying.com in order of preference on the basis of fees provided, such order of preference should not be taken as an indication that we are in any way promoting or optimizing any of the presentations of advertisements.

2.3 Neither we, nor any of our related entities or persons within those entities act as investment advisors, investment brokers or any other type of regulated financial service providers in connection with Buying.com. No content or information on Buying.com constitutes or should be understood as constituting a recommendation to enter in any financial transaction or investment or purchase of a security, nor an endorsement, recommendation or rating of any project or investment. We do not provide personalized recommendations or views as to whether a project or investment approach is suited to the financial needs of a specific individual.

2.4 We do not offer accounting services or advice. We are neither an accounting firm nor a law firm. No content on Buying.com constitutes or should be understood as constituting legal or tax advice. We recommend that you should seek independent advice by engaging a licensed professional if you intend to make any financial, legal, taxation or other significant decision on the basis of information available on Buying.com.

2.5 We do not communicate or approve any invitations or inducements to engage in investment activities or to participate in collective investment schemes as set out in the Financial Services and Markets Act 2000 ("FSMA"). We are not an authorized entity and cannot communicate, approve, issue or publish a financial promotion nor confirm that the final recorded version of the advertisement complies with the Financial Conduct Authority's promotion rules. We do not fall under the relevant exemptions under FSMA which would authorize us to publish a financial promotion.

2.6 You acknowledge that Buying.com contains many third-party hyperlinks. We are not responsible for the content or actions of any third party websites or services associated with posted links.

2.7 All content is published on an 'as is' and 'as available' basis. Access to Buying.com is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. We, our subsidiaries, affiliates, and licensors do NOT warrant that a) Buying.com will be functioning without interruptions, securely or that it will be available at any particular time or location; b) any errors or defects will be corrected; c) Buying.com will be free of viruses or other harmful components; or d) the results of using Buying.com will meet your requirements; e) the accuracy, adequacy, quality or fitness for any particular purpose of any content available on Buying.com.

(i) You acknowledge that in connection with Buying.com we (i) are a provider of advertising space only and not the publisher of any advertisements which relate to other businesses; (ii) do not draft any of the information which relates to other businesses; (iii) are not in any agency relationship or marketing relationship with the businesses to which any information on Buying.com relates; (iv) play a purely technical, automatic or passive role in publishing information relation to other businesses; and

(v) host content about other businesses but do not acquire knowledge or control over that content unless we receive notification regarding the content or have reason to conduct an investigation regarding the content in accordance with its published policies and procedures.

2.8 We use reasonable endeavors to prevent the use of Buying.com for illegal and criminal activities of any kind and to prevent the publication of material on Buying.com that is intended to misinform or defraud users. However, Buying.com is a hosting and information sharing platform and does NOT offer any warranties in relation to the quality and reliability of the information found on Buying.com.

2.9 We are committed to ensuring that any illegal activity can be reported and taken down as soon as reasonably practicable. We have a Takedown Procedure (the "procedure") in place whereby users can notify us of any suspicious conduct and illegal activity on Buying.com. If we acquire knowledge or an awareness of facts or circumstances which indicate any illegal activity, we will raise further investigations and request documentation from the businesses to which the content relates in order to investigate the notification and detect the illegal activity. If any illegal activity is detected, you acknowledge that we will act expeditiously and take reasonable steps to remove the illegal content from Buying.com and disable access to that information in accordance with our Takedown Policy.

3. LIMITATION OF LIABILITY

3.1 We will not be liable to you or any third party for any indirect, special, consequential, or punitive damages (including lost profits, lost savings or lost business opportunities) arising out of or relating to your use of Buying.com (whether for breach of contract, tort, negligence, or other form of action) or arising out of the takedown or termination of content as a result of any notification of illegal activity in accordance with our procedures and irrespective of whether we have been advised of the possibility of any such damage.

3.2 You agree to defend, indemnify and hold harmless us and our licensees and licensors, and our employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses including, but not limited to, attorney's fees resulting from or arising out of your use access and use of Buying.com or breach of these T&Cs.

4. INTELLECTUAL PROPERTY

All content, features and functionality on Buying.com is and will remain the exclusive property of us and our licensors. Buying.com is protected by copyright, trademark, and other laws of both the USA and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without

our prior written consent.

5. DATA PROTECTION

We are registered as a Controller under Data Protection Law. Personal data will be handled and used in accordance with the Privacy Policy.

6. TERMINATION

6.1 We may terminate or suspend or restrict your access to Buying.com immediately, without prior notice or liability, under our sole discretion for a suspected or actual breach of these T&Cs.

6.2 All provisions of these T&Cs which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranties, disclaimers, indemnity and limitations of liability.

7. GOVERNING LAW & JURISDICTION

7.1 Your use of and access to Buying.com is governed by and interpreted in accordance with US Jurisdiction

.2 If any provision of these T&Cs is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the T&Cs and the remainder of such provision shall continue in full force and effect.

8. THIRD-PARTY RIGHTS

No express term of these T&Cs nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

9. NO WAIVER

9.1 Failure or delay by either party in enforcing or partially enforcing any provision of these T&Cs shall not be construed as a waiver of any of its rights under these T&Cs.

9.2 Any waiver by either party of any breach of, or any default under, any provision of these T&Cs by the other shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these T&Cs.

Last Update: Sept 2018