

Terms & Conditions Flashboys

Article 1 Definitions

- 1.1** User: the user of the website offered by Flashboys.
- 1.2** Website: the website of Flashboys that can be accessed through flashboys.io.
- 1.3** Terms and Conditions: these terms and conditions.
- 1.4** Privacy statement: the privacy statement of Flashboys that is accessible on flashboys.io.
- 1.5** Flashboys: Flashboys B.V. which has its registered office at Korstmos 38, 2914 XB, Nieuwerkerk aan den IJssel.

Article 2 General

- 2.1** This document sets out the terms and conditions with regard to the use of the Website.
- 2.2** If you use the Website you explicitly agree with the Terms and Conditions as set forth in this document.
- 2.3** You hereby explicitly declare that you read the Terms and Conditions before using the Website.
- 2.4** Pronouns in feminine, masculine and neuter genders shall be construed to include any other gender.

Article 3 Applicability

- 3.1** These Terms and Conditions shall be applicable to the use of the Website and to all information provided to the User of the Website.
- 3.2** The User of the Website shall be able to access these Terms and Conditions at any time. Flashboys will provide the User of his Website with the possibility to store the Terms and Condition on an electronic data carrier.
- 3.3** This agreement constitutes the entire agreement and supersedes any prior agreement, whether written or oral, related to the subject matter of this agreement.

Article 4 Use of the Website of Flashboys

- 4.1** The User of the Website agrees and acknowledges that Flashboys solely provides a platform for general information and marketing for the blockchain development activities of Flashboys and its affiliates. The Website is for informational purposes only and does not consist any advice in whatever form.
- 4.2** The User of the Website agrees and acknowledges that he shall only use the Website as expressly permitted for the purposes as described in these Terms and Conditions. The User warrants to Flashboys that he shall not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

- 4.3** The User of the Website shall not use the Website in any manner which could damage, disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Website.

Article 5 Accessibility of the Website

- 5.1** The User of the Website agrees that the Website and the information on the Website are provided 'as is' and 'as available' without any warranties or representations, expressed or implied, including but not limited to, all implied warranties or representations of merchantability, fitness for a particular purpose or non-infringement to the fullest extent permissible by applicable law.
- 5.2** The User agrees that Flashboys shall not warrant that the Website shall always be fully available, reliable, accessible, suitable and fully secure. Flashboys shall do its utmost to maintain a prudent and sound Website with reasonable security and accessibility.
- 5.3** The User agrees that Flashboys shall not warrant that information that may be transferred or stored with the use of the Website shall never be temporarily unavailable or lost.
- 5.4** Flashboys reserves the right to suspend access to the Website without notice, in whole or in part, to perform necessary maintenance.

Article 6 Change of Terms and Conditions

- 6.1** Flashboys expressly reserves the rights to amend and modify the Terms and Conditions at any time and without notice. The latest version of the Terms and Conditions shall always be available on the Website.
- 6.2** The User of the Website shall accept the changes of the Terms and Conditions if the User continues to make use of the Website after the Terms and Conditions are amended or modified by Flashboys . Therefore the User is strongly advised to consult the Terms and Conditions regularly.

Article 7 Intellectual property

- 7.1** The intellectual property rights related to all content on the Website and any other content related to the use of the Website, including but not limited to the logos, the text, the images, the software, the video's, the information and any other file or a collection of these files are the property of Flashboys or the suppliers of Flashboys. The content related to the Website and the use of the Website is protected by intellectual property rights law and any other laws and regulations that protect property.
- 7.2** Flashboys shall grant the User of the Website a limited, personal, non-exclusive, non-transferrable and revocable license to access and use the Website and any other content related to the use of the Website subjected to the provisions in these terms and conditions.
- 7.3** The limited, personal, non-exclusive, non-transferrable and revocable license does not allow the User to modify, translate, reverse engineer, adapt, create derivatives work from, display, publish and otherwise use the content on the Website and any other content related to the use of the Website, in whole or in part.

- 7.4** All content on the Website and any other content related to the use of the Website shall not be used for resale.
- 7.5** The User of the Website shall not use the content on the Website and the content relate to the use of the Website for any other purpose than for personal use. If the User wishes to use the content on the Website and any other content related to the use of the Website, for any other purpose than for personal use, the User must have explicit written prior permission of Flashboys.
- 7.6** The User of the Website acknowledge that he shall not acquire any ownership rights of the content on the Website and any other content related to the use of the Website.
- 7.7** The User of the Website shall maintain his intellectual property rights with regard to all the content provided by the User to Flashboys or its affiliated companies through email or any other means of communication. However the User agrees and acknowledges that he shall grant Flashboys an irrevocable, worldwide, assignable and sub-licensable license to use the content provided by the User. This license grants Flashboys the rights to use, reproduce, copy, translate, disseminate, disclose, modify, create derivative work from, publicly display and otherwise use the provided content of the User. These rights shall be considered as a non-exhaustive list of rights granted to Flashboys by the User of the Website.
- 7.8** The User of the Website of Flashboys shall hereby agree that it shall not receive a compensation in relation to the provided content by the User to Flashboys or its affiliated companies.
- 7.9** The User of the Website of Flashboys hereby acknowledge that he shall not acquire any ownership rights related to all content on the Website and any other content related to the use of the Website, including but not limited to the logos, the text, the images, the software, the video's, the information and any other file or a collection of these files. All content on the Website and any other content related to the use of the Website, including but not limited to the logos, the text, the images, the software, the video's, the information and any other file or a collection of these files are the property of Flashboys or the suppliers of Flashboys.

Article 8 Trademarks

- 8.1** Flashboys is the owner of all right, title and interest in and to each of the trademarks, service marks and logo's that appear on the Website or otherwise appear in relation to the Website.
- 8.2** Flashboys shall retain all its right with respect to the trademarks, service marks and logo's that appear on the Website or otherwise appear in relation to the Website.
- 8.3** In case any other party provided Flashboys with trademarks, service marks or logo's these trademarks, service marks or logo's shall be the property of the party who provided these trademarks, service marks or logo's. The party who provided these trademarks, service marks and logo's shall retain all its right with respects to the provided trademarks, service mark and logo's that appear on the Website or otherwise appear in relation to the Website.

Article 9 Liability

- 9.1** Flashboys, its employees and representatives shall in no event be liable for any consequential, special, incidental, punitive or indirect damage or loss or any other damage or loss arising from or in connection with the use or the inability to use the Website or as a result of an unlawful act or any other cause, in so far as this is permitted by law.
- 9.2** Flashboys, its employees and representatives shall not be liable for any failure, delay, inaccuracy or interruption of the Website arising from or in connection with any occurrence beyond the reasonable control of Flashboys, including but not limited to, acts of war or terrorism, flood or other natural disaster, governmental restrictions, or in the case of computer systems, any failure in electrical or air conditioning equipment, software malfunctions or any other occurrence beyond reasonable control of Flashboys.
- 9.3** Flashboys, its employees and representatives shall not be liable for any consequential, special, incidental, punitive or indirect damage or loss or any other damage or loss arising from or in connection with the use of electronic means of communication, including but not limited to, damages resulting from failure or delay in delivery of electronic communication, manipulation or interception of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- 9.4** Without affecting article 9.1, 9.2 and 9.3 the liability of Flashboys will in no event exceed the aggregate amount of € 200.

Article 10 Indemnification

- 10.1** User shall indemnify, defend and hold harmless Flashboys and its employees and representatives against all claims, liabilities, penalties, expenses, or other obligations whatsoever, including but not limited to, attorney fees, expenses for litigation and fines imposed by a regulatory body, arising from or in connection with:
- the use of the website of Flashboys ;
 - a breach of this Terms and Conditions;
 - an infringement of legislation and regulation and
 - an infringement of third party rights.

Article 11 Third party services

- 11.1** The third party links or the third party websites that may be provided on the Website or during the use of the Website, including but not limited to, Third party advertisements, Facebook links, Twitter links and YouTube links are not controlled by Flashboys. Flashboys shall make no warranties with regard to these third party links or third party websites, including but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement to the fullest extent permissible by applicable law and Flashboys shall not be liable for any loss or damage arising from or in connection with your use of third party links or the third party websites.

Article 12 Complaints

- 12.1** Complaints about the Website shall be submitted within a reasonable period to this email address info@flashboys.nl.

12.2 The complaint shall be provided with a clear and specific description of the complaint and the name of the person submitting the complaint.

12.3 Complaints submitted to Flashboys shall be answered within a period of thirty (30) days. This time limit shall begin to run with the date of receipt of the complaint. If a complaint requires a foreseeable longer processing time Flashboys shall give an indication about the expected time needed for handling the complaint. This indication shall be given within a period of fourteen (14) days. This time limit shall begin to run with the date of receipt of the complaint.

Article 13 Severability

13.1 If any of the provisions of this agreement are invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall negotiate in good faith to replace the invalid, illegal or unenforceable provision with valid provision to the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

Article 14 Headings

14.1 The headings in this agreement are for convenience of reference only and shall not be deemed to constitute part of this agreement or to control or affect the meaning or construction thereof

Article 15 Privacy

15.1 Flashboys is aware of the importance of the protection of personal data. Flashboys has taken appropriate technical and organisational measures to ensure an adequate protection of your personal information and to protect your personal data against loss or any form of unlawful data processing such as data degradation, unauthorized access, modification or disclosure. The personal data that you provide to Flashboys shall be processed in accordance with applicable laws and regulations.

15.2 For information about the protection of personal data we refer you to our Privacy statement. The Privacy statement is accessible through flashboys.io.

Article 16 Applicable law

16.1 These Terms and Conditions shall be governed and construed by the laws of the Netherlands. Any disputes relating to these Terms and Conditions will be subjected to the court of Rotterdam.

