

## **FAST INVEST ICO Launch Terms and Conditions**

December 1, 2017

The Terms and Conditions apply to the buyer of the Fast Invest token (“FIT”) and the future user of the Fast Invest platform. You should carefully read the Terms and Conditions, as well as the White Paper of the Fast Invest ICO Launch project before participating in the token crowdsale.

The following Terms and Conditions constitute the agreement (the “Agreement”) between FAST INVEST GROUP OÜ (hereinafter “Fast Invest” or the “Company”), a company registered in Estonia with registration number 14383430, and you (the “User”) with respect to the use to the purchase of the FIT token and the future services offered through the Fast Invest platform. By using our services, you are agreeing to be bound by the Terms and Conditions in its latest version available. You are aware that Fast Invest may and or will change this Terms and Conditions Agreement at any time. Your continued use of the Fast Invest platform means that you accept any new or modified terms.

**IMPORTANT RESTRICTION:** Citizens and residents of and persons located in Canada, Singapore or the United States of America (USA) and their territories, as well as Puerto Rico and the Virgin Islands and any other US possessions, are prohibited from participating in the ICO and receiving FIT Tokens. Representatives and individuals acting in the interests of legal entities registered in the jurisdiction of Canada, Singapore or the United States, as well as Puerto Rico, the Virgin Islands and any other US possessions are prohibited from participating in the ICO launch and receiving FIT tokens. Technical IP restrictions might be applied. We recommend citizens and residents of and persons located in areas mentioned above to seek legal advice before purchasing FIT Tokens. We recommend citizens and residents of and persons located in Canada and Singapore, Puerto Rico to seek legal advice before purchasing FIT Tokens.

**IMPORTANT NOTICE:** As of the date of these Terms and Conditions, ICO launch is prohibited in China and South Korea as per the relevant notices of the People’s Bank of China and the South Korean Financial Services Commission. We recommend citizens and residents of and persons located in China and South Korea to seek legal advice before purchasing FIT Tokens.

### **1. The Fast Invest Token (FIT)**

- A. FIT functions as means of payment on the Fast Invest platform, which will allow future Users to make use of Fast Invest platform services. Through the token sale, the future user acquires the future rights to use the Fast Invest platform.
- B. FIT does not have the legal qualification as a security, since it does not give any rights on dividends or interest. FIT is final and non-refundable. FIT is not a share and does not give any right to participate in the general meetings of Fast Invest. FIT will not have a particular value outside the Fast Invest platform. The purchase of FIT shall therefore not be done for speculative usage.

- C. FIT can ONLY be purchased during the token crowdsale directly from the Company.
- D. Any future User purchasing FIT expressly acknowledges and represents that she/he has carefully reviewed the Terms and Conditions and fully understands the risks, costs and benefits associated with the purchase of this token as indicated in the Terms and Conditions.

## **2. Knowledge required**

- A. A future User undertaking to purchase FIT in relation to the token sale should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the token sale as well as the mechanism related to the use of cryptocurrencies (incl. storage).
- B. Fast Invest shall not be responsible for any loss of FIT or situations making it impossible to access to FIT, which may result in any actions or omissions of the future User or any person undertaking to acquire FIT.
- C. You have/will read and understand these Terms and Conditions.
- D. You are not prohibited from receiving FIT tokens as per the terms of the important restriction outlined in the preamble of these Terms.
- E. You have sufficient understanding of technical, financial and business matters, cryptographic tokens, smart contract functionality, token storage mechanisms (including wallets), and blockchain technology to understand these Terms and to appreciate and assume the risks and implications of purchasing FIT tokens.
- F. You have obtained sufficient information about the Tokens, rights related thereto, benefits, services associated with the FIT tokens as well as the Company (Fast Invest) and/or its subsidiaries to make an informed decision to purchase FIT tokens.
- G. You understand that FIT tokens do not have any underline value after the ICO and the price of FIT tokens on any exchange is subject to fluctuations which the Company is unable to control.

## **3. Risks**

- A. Acquiring FIT involves various risks, in particular, that Fast Invest, its subsidiary or any of branch offices may not be able to launch its operations and further develop its platform because of changes in regulations by the government in which for the Company/subsidiary/branch is based.

- B. Prior to acquiring FIT, any future user should carefully consider the risks, costs, and benefits of acquiring FIT within the token crowdsale, and, if necessary, obtain independent advice in this regard.
- C. Any interested person who is not in the position to accept nor to understand the risks associated with the token crowdsale (incl. the risks related to the nondevelopment of Fast Invest platform and operations) or any other risks as indicated in the Terms and Conditions, should not acquire FIT, at this stage or later.

#### **4. Important Disclaimer**

- A. The Terms and Conditions shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The Terms and Conditions do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. FIT is a utility token and is not intended to be used as an investment.
- B. Acquiring FIT shall not grant any right or influence over Fast Invest's organisation and governance to the purchasers.
- C. Regulatory authorities are carefully monitoring businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may impact Fast Invest's business and even limit or prevent it from developing its operations in the future.
- D. Any person undertaking to acquire FIT must be aware that the Fast Invest business model and the Terms and Conditions may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, purchasers and any person undertaking to acquire FIT acknowledge and understand that neither Fast Invest nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.
- E. Fast Invest will do its best to launch its operations and develop the Fast Invest platform. Any person undertaking to acquire FIT acknowledges and understands that Fast Invest does not provide any guarantee that it will manage to establish an operative platform and therefore it cannot guarantee that the FIT can be used to purchase goods or services on the platform. They acknowledge and understand therefore that Fast Invest (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use FIT, except in the case of intentional misconduct or gross negligence.

## **5. Representation and Warranties**

By participating in the token crowdsale, the User agrees to the Terms and Conditions and in particular, they represent and warrant that they:

- A. are authorized and have full power to purchase FIT according to the laws that apply in their jurisdiction of domicile;
- B. live in a jurisdiction which allows Fast Invest to sell the Fast Invest tokens through a token crowdsale without requiring any local authorisation;
- C. are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- D. are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing Fast Invest Tokens or signing on behalf of a U.S. Person;
- E. are not acting for the purpose of speculative investment;
- F. will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- G. are solely responsible for determining whether the acquisition of FIT is appropriate for them;
- H. are acquiring FIT for future use of the Fast Invest platform;
- I. understand the risks associated with the token crowdsale (incl. the risks related to the non-development of Fast Invest network and operations); and
- J. understand the use of cryptocurrencies and the associated risks.

## **6. Intellectual Property Rights**

- A. To the extent that copyright or other intellectual property rights exist in the Fast Invest platform, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to Fast Invest.

## **7. Limitation of Liability**

- A. Fast Invest, as well as its officers, directors, agents, joint ventures, employees and suppliers, assumes no liability or responsibility for any loss arising out of or related to the use of the Fast Invest platform or any technical, interruption or malfunction of the platform.
- B. The limitation of liability set out above shall not be applicable in the event that Fast Invest, or a Fast Invest-employee, has caused the damage by intentional misconduct or by gross negligence.

## **8. Severability**

- A. If any of the provisions of the Terms and Conditions is deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

## **9. Applicable Law and Jurisdiction**

- A. These Terms and Conditions are subject to and governed by the law of the jurisdiction in which the Company based in.

## **10. Miscellaneous**

- A. These Terms and Conditions shall be accepted at the moment of purchase of the FIT tokens by the Buyer.
- B. By purchasing the FIT token, the Buyer confirms that she/he has read and understood the provisions hereof, has read the Fast Invest White Paper, agreed and accepted them.
- C. The Buyer confirms that she/he possesses all sufficient expertise and experience in the commercial, financial, cryptography, blockchain and information storage sphere, including the crypto-wallet sphere, for proper understanding and assessing the risks of purchasing tokens. The Buyer guarantees that she/he acknowledges and accepts all legal and other consequences related to token purchase including all potential risks and releases the Company from any responsibility in case of such risks and damage.
- D. By buying FIT token, the Buyer acknowledges that his/her's actions are in compliance with the applicable law.
- E. The Buyer guarantees that she/he shall not forge, change or otherwise affect the tokens.
- F. The Buyer guarantees that she/he shall not use the purchased tokens for any illegal activity.
- G. The Buyer guarantees that she/he shall not purchase tokens for investment purposes. The Buyer acknowledges and accepts that the token purchased during ICO is not a share, a security or an investment asset. A token purchase is not an investment.
- H. The Buyer confirms that she/he acknowledges that the token code may contain mild errors and inaccuracies which the Company is obliged to fix as soon as possible.
- I. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

## **11. Complaints**

- A. In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint and any other information you believe to be relevant. We will acknowledge your complaint and contact you in accordance with our complaints handling policy and procedures. A Customer Complaints Officer ("Officer") will consider your complaint. The Officer will consider your complaint without prejudice based on the information you have provided, and any information provided by Fast Invest.

## **12. Amendments**

- A. Fast Invest may amend or modify this Term and Conditions Agreement and the White Paper by posting on [www.fastinvest.com](http://www.fastinvest.com) website. By continuing to access or use the Fast Invest platform once the revised term and Conditions Agreement and White Paper are effective, you agree to be bound by the these Agreements.

- B. User further agrees that Fast Invest may:

- modify or discontinue any portion of the Fast Invest platform and;
- suspend or terminate your access to the Fast Invest platform account, at any time, and from time to time;

- C. You agree that we shall not be liable to you or any third party for any modification or termination of the Fast Invest platform, or suspension or termination of your access to the Fast Invest platform account.

## **13. Force Majeure**

- A. Company shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services or the blockchain, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

## **14. Website Accuracy**

- A. Although Company intends to provide accurate and timely information on the officially Fast Invest website ([www.fastinvest.com](http://www.fastinvest.com)), the Fast Invest website (including, without limitation, the content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors.

- B. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services.
- C. User should verify all information before relying on it, and all decisions based on information contained on the Fast Invest website are your sole responsibility and we shall have no liability for such decisions.

#### **15. Consent to Electronic Records**

- A. By using the Company services, you agree that Company may provide you with any notices or other communications about services electronically:
  - via e-mail (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or
  - by posting to the Fast Invest website.
- B. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
- C. If you do not wish to receive notices or other communications electronically, we will be unable to support your Fast Invest account.

#### **16. English Language Controls**

- A. Notwithstanding any other provision of these Terms and Conditions and White Paper, any translation provided is for your convenience. Original version is in English Language.
- B. The meanings of Terms and Conditions, and representations herein are subject to definitions and interpretations in the English language.

**If you do not agree to any of the terms and conditions outlined in this Agreement, you may opt-out of buying FIT token.**