



FOLLOW COIN¹

Terms of Use

November 14th, 2017



Follow Coin - Terms of Use

These terms of use – that may be amended from time to time – apply to all our services that are provided to you by Follow Coin. By browsing our (mobile) website and/or using our application(s), you acknowledge and agree that you have read the below terms of use and you agree to these terms of use. We advise you to carefully read the terms of use, so you fully understand the rights and obligations you have in relation to your use of Follow Coin’s platform.



Article 1. General

1.1. These terms of use (“Terms of Use”) apply to every use made of Follow Coin’s platform. Follow Coin’s platform, which consists of a (mobile) website (“Website”) and a mobile application (“App”) helps users gain information and share viewpoints from experts regarding cryptocurrencies and cryptocurrency trading (“Platform”). Further guidelines with regard to the Platform may be provided by Follow Coin through the Whitepaper, which is published on the Website and may be amended from time to time.

1.2. Follow Coin solely provides a Platform for advice with regard to crypto investments, and is explicitly not to be considered as an exchange.

1.3. If you keep using the Platform after the Terms of Use have been amended/supplemented, you unconditionally agree to the amended/supplemented Terms of Use. If you do not wish to accept the amendments and/or supplements, your only remedy is to cease using the Platform.

1.4. To the best of its ability, Follow Coin will make efforts to provide the Platform with due care. You accept that the Platform only contains the functionalities and other characteristics as it contains at the moment of your use (“as is” and “as available”). Each and every use of the Platform is for your own risk and responsibility.

1.5. Follow Coin is at all times, without in any way becoming liable to you, entitled to make procedural and technical alterations and/or improvements to the Platform.



1.6. The App will be provided to you via a digital (third party) 'store' application on your device ("App Store"). You acknowledge and accept that third party terms may therefore apply to your access to and/or your use of the App. By using the App, you unconditionally agree to any applicable third party terms. Follow Coin accepts no responsibility or liability whatsoever with regard to these third party terms.

1.7. All information on the Platform and/or the Website, is of a descriptive nature only and is not binding between you and Follow Coin.

Article 2. Use of the Platform and roles of Users

2.1. In order to use the Platform, you are required to create an account ("Account"). In order to create an Account, you are required to follow Follow Coin's registration process, after which you will receive the login details for your Account. You warrant that all information provided during this process is up-to-date, correct and complete.

2.2. Users on the Platform are divided into normal users ("Normal Users"), and users which are considered to be influential opinion makers or thought leaders ("Influencers") (mutually referred to as "Users"). Through the Platform, Users can view and/or follow other Users, view their scorecards and portfolios and make crypto transactions. Furthermore, Users are entitled to replicate transactions of Influencers ("Replicate" or "Replication") on the manner stipulated on the Platform.

2.3. A Replication forms a binding agreement between the (Normal) User and the Influencer on the moment of Replication, that solely consists of a payment obligation of the User towards the Influencer, as further specified on the Platform.

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Follow Coin does explicitly not accept any liability whatsoever with regard to any Replication.

2.4. You are solely responsible and liable for the content you submit through the Platform. Follow Coin makes use of third party software with regard to content submission on its Platform. You acknowledge and accept that these third party terms may therefore apply to any content submission on the Platform by you. By submitting content, you unconditionally agree to any applicable third party terms. Follow Coin accepts no responsibility or liability whatsoever with regard to these third party terms.

2.5. Follow Coin is – without any obligation to notice you or to have your permission – entitled to set up restrictions to your Normal User Account, for example with regard to the amount of follows or following possibilities, payments, communications and/or any other restriction. Follow Coin will endeavor to keep you updated on any restrictions through the Platform, and will endeavor to – at your request – provide you details on any restriction after this has been set up.

2.6. Finally, when using our Platform in your role as User you shall adhere to the following rules. You may not:

- use the Platform with a device that contains viruses, Trojan horses, worms, bots or other malicious software that can alter, damage, disable, infect or delete the Platform or make it unavailable or inaccessible;
- deliberately involve manual or automated software, devices, or other processes to "crawl", "spider" or scrape any content on the Platform;



- reproduce or decompile the Platform or to apply reverse engineering to it, unless permitted by mandatory law;
- remove and/or to circumvent security measures or technical limitations (including limitations to the use) of the Platform.

2.7. In case you do not comply with the rules as stipulated in this Article 2, Follow Coin is entitled to remove or modify the content and/or to block or delete your Account.

Article 3. Influencer Role

3.1. In your role as Influencer, you are considered to be an influential opinion maker or thought leader. This implies that you have a certain responsibility with regard to your use of the Platform and/or any communication you undertake with other Users. You therefore acknowledge and accept that you take your role as Influencer seriously and will on no manner whatsoever abuse your role as Influencer and the corresponding responsibility. You furthermore explicitly warrant to adhere to the guidelines provided to you by Follow Coin on the Platform and/or in the Whitepaper with regard to its use by Users (such as Influencers), inter alia with regard to 'Pump and Dump schemes' and/or any other misuse. You indemnify Follow Coin against any and all costs and/or damages with regard to any violation of this Article 3.

3.2. In your role as Influencer, you may receive payments based on the amount of follows of other Users, which payments will directly be made to you by Follow Coin. Furthermore, in your role as Influencer, you may receive payments for Replications by other Users. Further guidelines for the payments as stipulated in this Article 3 may be provided on the Platform.

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3.3. Follow Coin is – without prior notice – entitled to set up restrictions to your Influencer Account, for example with regard to the amount of followers, payments, communications and/or any other restriction. Follow Coin will endeavor to keep you updated on any restrictions through the Platform, and will endeavor to – at your request – provide you details on any restriction after this has been set up.

3.4. In your role as Influencer, you are able to upload content to the Platform (“Content”) by providing advice to other Users. Follow Coin does not gain access to your Content, but may be informed on your Content by a User, and take the measures as stipulated in the following provisions in case these provisions are violated.

3.5. By uploading Content, you warrant that this Content is lawful and does not infringe upon any party’s intellectual property rights, privacy rights or any other rights and you indemnify Follow Coin from any third party’s claim in this respect. You therefore explicitly warrant that the submitted Content, at the sole discretion of Follow Coin:

- does not relate to any unlawful purpose or solicits others to perform or participate in any unlawful act;
- does not violate any (international) laws and/or regulations;
- does not infringe or violate any intellectual property and/or contractual (such as non-disclosure) rights of Follow Coin and/or any other third party, including other Users;

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- is not based on insider information with regard to a certain cryptocurrency;
- does not harass, abuse, insult, harm, defame, slander, disparage, intimidate, and/or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability or is considered as hate speech;
- is not considered false and/or misleading;
- is not considered to promote money laundering;
- is not intended to promote or sell drugs or firearms;
- does not (implicitly) support terrorism;
- does not contain a computer virus or any other type of malicious code which may cause harm to the Platform and/or any other User;
- is not considered to be of a spamming, phishing, pharming, pretexting, spidering, crawling, and/or scraping nature;
- does not comprise any obscene or immoral purpose; and
- does not interfere with or circumvent the (security features of) the Platform.

3.6. Follow Coin reserves the right to take appropriate measures with regard to any and all violations of this Article 3. It therefore has the right to immediately terminate your use of the Platform, to revoke any pending payments with regard to



any of your activities as an Influencer and/or to completely block and/or restrict your access to the Platform, without the obligation to provide you any explanation on this. Follow Coin is furthermore entitled to provide personal information (such as name and physical address) of you to a third party, in case this is explicitly ordered for by a competent court.

3.7. Follow Coin does explicitly not warrant that your Content will be correctly, completely and/or continuously available on the Platform.

Article 4. Prices and payment

4.1. In order to make use of (certain functionalities of) the Website, you may be required to purchase (a certain amount of) credits under the name of 'FLLW', which can solely be used on the Website. FLLW is explicitly not considered to be an official valuta and/or currency. All amounts due for the use of the Website shall be paid to Follow Coin within the term as stipulated on the Website.

4.2. For every Replication, you owe the relevant Influencer a commission fee, which will be charged through and on the manner as stipulated on the Website.

4.3. Follow Coin may charge you a periodic fee for the use of the App, dependant on your payment and/or subscription plan for the App. All payments regarding the (use of the) App will be charged through and on the manner as stipulated in the App Store. In case you do not meet your payment obligations, your access to the App may be restricted and/or suspended by Follow Coin or any relevant provider of an App Store.



Article 5. IP Rights

5.1. All intellectual property rights relating to the Platform, including copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights, and neighbouring rights, as well as rights to knowhow ("IP Rights"), are owned by Follow Coin and its licensors. Nothing in these Terms of Use constitutes the transfer of any IP Rights from Follow Coin to you. You are solely granted a right to use the Platform if you act in accordance with the Terms of Use.

5.2. By uploading any content to the Platform, you grant Follow Coin a royalty-free, worldwide, non-exclusive, sublicensable and transferable right to reproduce this content and make it available on the Platform, including the right to use (parts of) this content, for promotional purposes and other services in connection with the Platform.

5.3. You represent and warrant that you have all rights to grant the licenses as laid down in Article 4.2 of these Terms of Use, without infringing or violating any third party rights, including but not limited to, any privacy rights, publicity rights, IP Rights or any other proprietary rights. You indemnify Follow Coin against any and all third party claims, based upon any alleged infringement of such third party rights in relation to the content you submitted.

Article 6. Privacy

6.1. In order to make use of the Platform it is required that you provide Follow Coin with personal information such as your name and e-mail address. The provision of this information is subject to legislation in respect of privacy, such as the General Data Protection Regulation ("GDPR"). Follow Coin only uses your personal data in accordance with the Privacy Policy, which is accessible through [insert url].



Article 7. Liability

7.1. Follow Coin's total cumulative liability, whether based upon (attributable) default, unlawful act or any other ground, is limited to direct damages only and shall not exceed the amount of EUR 2500.

7.2. Direct damage shall solely mean:

- Damage to property ("zaakschade");
- Reasonable expenses incurred to prevent or limit direct damages that could be expected from the event on which the liability is based, and
- reasonable costs incurred in determining the cause of the damage.

7.3. Any liability on Follow Coin's part for damages other than direct damage, including but not limited to indirect loss, consequential loss, loss and/or damage of data or content, loss of profit and loss of revenue, loss of savings, reduced goodwill, damage by business interruption and damage as a result of claims from third parties is excluded.

7.4. The restrictions mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or wilful recklessness on the part of Follow Coin or its managers ("own actions").

Article 8. Warranties and indemnifications

8.1. Except as expressly provided in these Terms of Use, Follow Coin makes no warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to any warranties of merchantability or fitness for a particular



purpose, quality, safety, integrity or accuracy of the Platform.

8.2. Furthermore, Follow Coin does not guarantee that the Platform or any Replications thereon shall lead to successful crypto investments or to the achievement of any skills, levels and/or experiences related to the crypto investment market. Follow Coin explicitly does not make any warranties with regard to any choices you have made based on any Replication or information on the Platform whatsoever. Since 'FLLW' credits may only be used in relation with the Platform, Follow Coin does explicitly not make any warranties of its usability outside the scope of the Platform.

8.3. The conclusion and performance of crypto transactions, including any payment obligation resulting therefrom, as well as the cancellation thereof is the sole responsibility of you. You indemnify Follow Coin from all claims submitted by other Users or a third party that relates to transactions made by you with that specific User, as well as to the payment of such transaction. However, Follow Coin will provide assistance to you to the best of its abilities in case any issues arise between you and a User in order to resolve those issues.

8.4. You guarantee that you will not use the Platform in a way that:

- infringes the rights of Follow Coin or third parties such as other Users, including but not limited to IP Rights or rights in relation to the protection of privacy;
- is contrary to any current legislation or regulations; or
- is contrary to any provision in these Terms of Use.



Article 9. Applicable law and competent court

9.1. The Terms of Use and the use of the Platform are governed by Dutch law. Any and all disputes arising from or related any agreement between Parties will exclusively be brought before the competent court in Amsterdam.

9.2. Follow Coin is entitled to transfer any rights and/or obligations arising out of these Terms of Use to a third party without your prior consent. You are not entitled to transfer any rights and/or obligations of these Terms of Use to a third party, without the prior consent of Follow Coin.

Last modified: [14 November, 2017].