

Fetta Acknowledgement

The parties between Panda Communications (hereafter the Company) and Fetta (hereafter Fetta) hereto agree that the Fetta deliver cash under the terms and conditions hereinafter set forth as follows:

1. Duties and Responsibilities

The sole responsibility of the Fetta during the period of this Acknowledgement is to make cash delivery to prospective customers. Any customer who is willing to share their cash with other customers can apply to be a Fetta.

2. Relationship between parties

Both the Fetta and the Company agree and understand that BANEKS is not a party to the relationship or any dealing between Fetta and customers. Fetta performs services as a cash delivery provider. Nothing shall be interpreted as creating or establishing an employment relationship, partnership, agency or joint venture between the Company and the Fetta. Fetta and customers are solely responsible for delivery/accept cash. The role of BANEKS is limited to posting offers by the customers.

3. Services provided by the Fetta

The Fetta agrees that he/she will not engage in any activity or make representations that will adversely impact or harm the reputation of the Company or be prejudicial to the best interest of the Company.

The role of BANEKS is limited to posting offers made by customers for the exchange of currency on the BANEKS Accounts of all customers and moving funds from the BANEKS Account of the customer purchasing currency to the BANEKS Account of the customer selling currency. The customers who wish to engage in such a transaction negotiate among each other their own terms and conditions. The risk that any transaction fails to be completed, or fails to be completed in accordance with the agreed terms and conditions, for any reason whatsoever, is entirely borne by the related customers, and BANEKS shall have no liability in this regard.

Delivering cash withdrawals through our cash withdrawal service. We do not provide cash withdrawal services directly, instead we help our customers receive cash withdrawals from Fetta. Customers can set up their cash withdrawal order in the BANEKS Account, and the Fetta will be able to see the order in their BANEKS Account and deliver your cash withdrawal to the customers. The role of BANEKS is limited to posting offers made by customers for the delivery of cash withdrawals on the BANEKS Accounts of all customers, and moving funds from the BANEKS Account of the customer withdrawing cash to the BANEKS Account of the customer delivering the cash withdrawal. The customers who wish to engage in such a transaction negotiate among each other their own terms and conditions. The risk that any transaction fails to be completed, or fails to be completed in accordance with the agreed terms and conditions, for any reason whatsoever, is entirely borne by the related customers, and BANEKS shall have no liability in this regard.

4. Indemnification

4a. Notwithstanding the provisions set forth, The Fetta shall indemnify and hold harmless the Company against and from any claim, loss, damage or expense (including attorneys' fees and disbursements) (a) arising from any breach by the Fetta of any representation, warranty, covenant or other obligation of the

Fetta under this Agreement, (b) resulting from any unlawful act committed by Fetta or (c) which the Company may sustain by reason of any act, omission or misrepresentation of the Fetta.

4b. I agree as a precondition to my participation as Fetta, and in further consideration of “The Company” allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity of the Acknowledgement.

4c. I. I hereby waive any and all claims which I may have against the Company and release the Company and owners and employees from all liability for injury, death, property damage or any other loss sustained by me as a result of my participation, due to any cause whatsoever including, without limitation, negligence on the part of the Company or the Company’s Owners and Employees. I further agree to indemnify “The Company” and “The Company’s Owners and Employees” for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

4d. I appreciate that this Acknowledgement applies whether the Company is at fault or not and it limits the liability of the Company’s Owners and Employees to the same extent as it limits the liability of the Company even though the Company’s Owners and Employees are not formal parties to this Acknowledgement.f

5. Additional Acknowledgments

In the event that any of the terms or provisions are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or Provincial Government Agency having jurisdiction over the subject matter, the remaining terms and provisions that are not effected thereby shall remain in full force and effect.

Both parties acknowledge and agree that (a) the parties are executing this Acknowledgement voluntarily and without any duress or undue influence; (b) the parties have carefully read this waiver and have asked any questions needed to understand the terms, consequences, and binding effect of this Acknowledgment and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Acknowledgement.

6. Acceptable Use Policy

A. What you cannot do

1) You may use our Services only for lawful purposes. You may not use our Services:

- (a) in any way that breaches any applicable local, national or international law or regulation;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - (c) for the purpose of harming or attempting to harm minors in any way;
 - (d) for anything that is abusive or does not comply with our content standards;
 - (e) for any unsolicited or unauthorised advertising or promotional material or any other form of spam;
- or
- (f) to deal in harmful programs like viruses or spyware or similar computer code designed to adversely affect the operation of any computer software or hardware.

2) We do not provide our Services to businesses or support transactions which involve:

- (a) tobacco, narcotics, steroids, cannabis, certain controlled substances or other products that present a risk to consumer safety;
- (b) drug paraphernalia (equipment, product, or material that is modified for making, using, or concealing drugs);
- (c) seeds or plants;
- (d) chemicals;

- (e) military & semi-military goods & services (including weapons, military software or technologies);
- (f) adult content;
- (g) bitcoin or other cryptocurrencies;
- (h) binary options; or
- (i) individuals, entities or countries which are subject to international sanctions;
- (j) smart drugs / nootropics;
- (k) plagiarism services, multi-level marketing schemes, CFD/options traders located in offshore;
- (l) winnings/gambling payments;
- (m) lotteries, syndicates;
- (n) illegal activities, support of terrorism (including eco-terrorism and groups that support similar such activities), extremism, violence, insurgency;
- (o) transactions which involve or related to pharmaceuticals.

3) We do not provide our Services to the following categories of entities:

- (a) charities (unless they are established in Canada);
- (b) unregistered charities; or
- (c) trusts (unless they are established in Canada).
- (d) Money Service Businesses or any business that carries on the activity of:
 - (i) operating a bureau de change or currency exchange service;
 - (ii) transmitting money, or any representation of monetary value, by any means; or
 - (iii) cashing cheques which are made payable to customers.

4) You also agree:

- (a) not to copy or use any part of our Services in contravention of the provisions of the Customer Agreement; and
- (b) not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our Services;
 - (ii) any equipment or network on which our Website is stored;
 - (iii) any software used in the provision of our Services; or
 - (iv) any equipment or network or software owned or used by any third party.

5) You shall not use your BANEKS Account for the following purposes:

- (a) receiving payouts from short term lenders; or
- (b) setting up direct debits on your BANEKS Account.

Content standards

1) These content standards apply to any material you contribute to our Services (contributions).

2) Contributions must:

- (a) be accurate;
- (b) be genuinely held (where they state opinions); and
- (c) comply with applicable law in the Canada and in any country from which they are posted or to which they relate.

3) Contributions must not:

- (a) contain any material which is defamatory;
- (b) contain any material which is obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right or trade mark of any other person;
- (g) be likely to deceive any person;
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;

- (j) be threatening in any way, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) give the impression that they relate to us, if this is not the case; or
- (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and termination

- 1) We alone will determine whether there has been a breach of this acceptable use policy through your use of our Services.
- 2) We take breach of this policy seriously and may take the following actions:
 - (a) immediate, temporary or permanent withdrawal of your right to use our Services;
 - (b) suspend or cancel your payment orders and take such other actions as we consider necessary;
 - (c) immediate, temporary or permanent removal of any posting or material uploaded by you;
 - (d) issue of a warning;
 - (e) legal action against you including proceedings for reimbursement of all costs on an "all expenses" basis; and/or
 - (f) reporting and disclosure of information to law enforcement authorities.

Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this page. You will want to check it regularly as it