

Terms and Conditions of FN Power Application Service Provision

I. Basic Information

1. The application “FN Power” (hereinafter referred to as the Service) is a tool providing the user with an access to high-quality multimedia content. The application offers access to educational and informative multimedia for personal development.
2. The Service Provider and the application owner is BCU TRADING L.L.C. with its seat in Dubai Abdulla Al Fahed-4 Office Number 210 Al Quasis second 96032 Dubai, hereinafter referred to as “BCU”.
3. Definitions:
 - a. Application—this application, which provides services for users registered in futurenet.club as a result of activating and buying a subscription for using the application and, in a limited scope, for users with demo access,
 - b. Administrator—the owner, as well as persons and companies appointed by the owner and authorized to introduce changes into the application,
 - c. Guest—an account allowing for previewing multimedia materials provided within demo access,
 - d. Demo access—an access possible via <http://demovideos.futurenet.club/home/index> after entering an e-mail address of the Guest user,
 - e. Premium User—a user logged-in via Back-office platform of Futurenet Platform, with an active access to application and paid subscription.
4. The Administrator reserves the right to modify the functionality of the Service and of the terms and conditions, as well as to extend them with additional modules.
5. For the purposes of this document, definitions and terms determined in the document found at: <https://futurenet.club/terms> shall apply.
6. Service Users include:
 - a. registered premium users with an activated access to the application and a subscription within Back-office of the Futurenet Platform
 - b. unregistered users, who access free content with the use of <http://demovideos.futurenet.club/home/index> by entering their e-mail address.
7. It is not required to register in order to use the application. However, to access all content, including Premium content, you need to register as well as activate and pay the subscription for a premium user account.
8. Premium user authentication and access to the application is ensured via Back-office of the Futurenet platform. No other additional account is created for the purposes of using the Service.
9. The Service is available from any place in the world.

II. Service Parameters

1. BCU shall not be responsible for service access obstructions resulting from conditions beyond the application provider’s control, such as e.g. local Internet service providers, firewall, power supply, etc.

2. The Service is available in a continuous operation for all users (depending on their access profile) with the reservation regarding the lack of access as a result of Force Majeure or conditions beyond the Administrator's control and not caused by the Administrator or entities acting on the Administrator's behalf.
3. BCU reserves the right to temporarily disable the Services within service breaks. Information on breaks in access, if technically possible, shall be posted as a part of Back-Office of the Platform.

III. Service User Support

The Administrator shall share instructions of using the Application within the Back-Office service.

IV. Terms of providing the Service

1. Depending on the scope of owned access, in FN Power, the user uses the following functionalities and content:
 - a. A non-registered user (GUEST):
 - i) access to multimedia content referred to as Demonstrative content
 - b. A registered user:
 - i) access to Premium Video materials
 - ii) access to informational and educational materials
 - iii) premium training and educational materials in PDF
 - iv) access to a base of webinars and a possibility to participate in webinars organized via the application.
2. Within application access, users cannot share content in any form.

V. Copyrights

1. Website content, graphical design, the used presentation methods, proprietary and non-proprietary copyrights to the website, rights to text elements, applications, photos, databases, graphic elements and all multimedia materials available in the application and the website constitute the exclusive property of the Service Provider or specified third parties.
2. Using the Application, a website user agrees to refrain from violating the above mentioned rights of the Service Provider. By paying a remuneration or using the website itself, a website user or a Customer shall not obtain any rights mentioned in the section 1 above.
3. It is forbidden to copy, modify, share, publish, resale, transmit, provide access to any website content in a way to make it accessible to any persons at their freely selected time or in any other way in full or in part without the Service Provider's express consent, except for cases allowed by applicable provisions of law.
4. It is forbidden to use the data gathered on the website in any way for further resale without the Service Provider's clearly expressed consent, which the user accepts by using the website. Copying and sharing information included on the website shall be allowed only after obtaining written consent by the

Service Provider. Violation of these rules shall constitute violation of the provisions of law.

5. The Customer can use the website content for the purpose of establishing new trade contacts and obtaining market knowledge solely for their own usage. The Service Provider shall in no way be responsible for the effects of Customer's or website user's trade contacts and business decisions made based on website content.
6. A website user shall not use information included on the website to prepare studies or analyses nor to conduct consulting or advisory activities without the Service Provider's consent.
7. A website user shall be responsible for third party actions specified above in sections 1–6 if those parties used user's devices or authorizations.
8. If a website user violates the provisions of sections 1–6 above, it causes the termination of the contract, blocking the access to the website, and the obligation to pay the Service Provider a contractual penalty of PLN 50,000 (in word: fifty thousand zlotys) for each case of violating these rules. A website user shall also return to the Service User the cost of determining the data of the person using the device with the use of which the above mentioned rules were violated, and the cost of collecting the due contractual penalty and damages. The amount of the contractual penalty, the above mentioned costs, and damages shall be payable within 14 days from the data of delivering the request for payment.
9. Determining the amount of the contractual penalties mentioned above does not exclude pursuing damages in excess of the mentioned amounts.

VI. Data processing rules

1. The controller of personal data and information constituting personal data entered as a part of functionalities of the application is the Service Provider, i.e. BCU TRADING L.L.C. with its seat in Dubai Abdulla Al Fahed-4 Office Number 210 Al Quasis second 96032 Dubai, which, pursuant to commonly applicable provisions on personal data protection (GDPR), in accordance with Article 27 of the GDPR, appointed its representative in the European Union, i.e. a company named: B2B SERVICE SP Z O O, WILLIAMA HEERLEINA LINDLEYA STREET, 16, Warsaw, Poland, officeb2b.co@gmail.com
2. The rules of personal data protection for the service provided via the application are specified in the privacy policy available at <https://futurenet.club/terms-and-conditions>