

WHITE PAPER OF THE **FEBELINK** PROJECT



Prepared by FEBELINK DIGITAL, S.L.

Updated on September 15th 2021

Table of contents:

1. Introduction.
2. Description of a problem.
3. Description of the project.
4. Explanation of a new technology.
5. Proposed solution.
6. Business Plan.
7. Project team.
8. Need to issue a token for the project (financing).
9. Description of the relationship between the token and the project.
10. Explanation of the technology that enable the issuance of tokens.
11. Explanation of the distribution of the financing obtained.
12. Issuance rounds.
13. Roadmap.
14. Token as a product.
15. Token Characteristics.
16. Buyer's rights.
17. Risks assumed by the buyer.
18. Legal certainty of the issue.
19. Áureo token Contracting Conditions.
 1. Identification.
 2. Terms and conditions of sale.
 1. Definitions.
 2. General information.
 3. Why has FEBELINK chosen the Stellar blockchain?
 4. Who can purchase Áureo tokens through the FEBELINK trading platform?
 5. Procedures to purchase and receive the Áureo tokens.
 6. Receipt of tokens.
 7. Purchase of tokens.
 8. Acquired rights.
 9. The price and payment of the Áureo tokens.
 10. Taxation.
 11. Execution of the FLAU for payment of FEBELINK services or other payments on the FEBELINK Platform.
 12. Use of Áureo tokens.
 13. Right of withdrawal.
 14. Cancellation.
 15. Content.
 16. Privacy and data protection.
 17. Contact and general suggestions.
 18. Complaints management system.
 19. Applicable law and jurisdiction.

1. Introduction

Since the birth of the Internet, search engines have been one of the most widely used tools for the general public.

Internet searches are growing every year, for example, Google's search engine gets more than 1.8 billion visits every month, Bing's gets 500 million visits per month, and Yahoo's gets another 490 million visits.

Users perform all kinds of searches ranging from employment, cooking tips, curiosities, study material, and of course the search for professional services that meet their needs.

Search engines usually work through algorithms that manage the information stored on the network, both generated by web pages or blogs, as well as the traces generated by users during visits to these sites through, for example, *cookies*.

All of this accumulated information is what creates volume in the advertising business, since whoever collects this information receives this power.

Online sales are growing every year, reaching over \$2 trillion, producing an expenditure on online advertising of over \$400 billion a year.

Mobile applications have led to a huge increase in digital consumption, with app downloads exceeding 258 billion per year.

In addition, 69% of online searches generate online purchases.

FEBELINK was created to provide a more useful vision and greater protection for the user, which in turn generates a greater sales capacity for all companies or entrepreneurs, regardless of their size, and accessible to all.

2. Description of a problem

When we look for professional services through most search engines, usually the results that appear are very broad, but very vague. We do not get specific data that can lead us to draw certain conclusions. This results in multiple searches, countless messages, emails, calls and comparisons, but, finally, we do not achieve our goal.

To this we must add the surveillance on the network of our movements and navigation history, which creates a huge amount of data that on many occasions has been compromised, used without our consent, or has been stolen for other purposes, sometimes even for illegal purposes.

When a company wants to have an online presence, it usually has to create a website, keep it updated, make it agile and attractive, and, even then, it is very difficult for users looking for that product or service to find it, simply because there are billions of websites, and that makes them almost invisible.

It is then where advertising fulfills the priority function of giving visibility to the businesses, long before the product or service developed by the company. SEO, SEM, ADS, banners, *inbound* marketing, and more digital marketing formulas that require extensive technical knowledge in a multitude of different systems. This makes the use of this advertising very high priced and often inaccessible to many businesses, especially small and medium businesses who can't compete with these costs, even if the quality of their product or service is equal or higher than the competitor's.

3. Description of the project

If you were a company, can you imagine the search engine alerting you when a user searches the Internet for the product or service you offer? Can you imagine how many direct customers you could get if you could talk directly to people who are looking for you but don't know it?

If you were a user, can you imagine that when you make a search you only receive the specific information of the professionals that cover the service you are looking for? Can you imagine that your profile is protected and that no one can know your personal or contact details?

FEBELINK is the professional services search engine, the application where searches are published and the community gives you the answers you need, so that you can finally choose the option that best suits your needs.

The platform selects the search options by sectors and specialties and sends them to the related professionals.

Each profile has a rating system that only allows each user to give one vote for each sector and specialty to each professional, which gives an added value when a user has to choose the provider to perform the service he/she is looking for.

Searches can be shared inside and outside the application to reach as many profiles to fulfill the user's needs. These recommendations and shared actions receive a reward in the form of a *FEBELINK Áureo Token (FLAU)*, which can be modified and increased by the user who receives it, in this case, professionals and companies, who are the ones who can gain potential customers.

Through collaboration and award-winning participation, FEBELINK becomes a community that has the spirit of sharing, recommendation, and participation among all its members.

4. Explanation of a new technology

Blockchain technology can be defined depending on the aspect from which it is being analyzed: technical, economic, social, legal, etc.

Given the nature of our project, in this section we will focus mainly on the economic aspect: Blockchain is an open, shared, unalterable and distributed accounting ledger that simply allows the recording of asset transactions. An asset can be tangible (a house, a vehicle, a jewel, cash, property, etc.) or intangible (a patent, an intellectual property, rights to use services, image, or brand rights, etc.).

The reasons for its usefulness are extensive:

- **Transparency:** the register can be consulted at any time, from any place, by any authorized person.
- **Breadth:** virtually any object or asset of value can be searched.
- **Economics:** the absence of dispatch intermediaries, low IT prices, etc. mean that collateral costs are very low.
- **Security:** unalterable records, reducing the risk of document manipulation, as thousands of copies of the blocks are created throughout the network.
- **Traceability:** allows you to track any registered process through the route it has followed, from beginning to end or in its current state.
- **Anonymity:** allows you to hide the identity of your users.
- **Speed:** the underlying IT process is highly optimized in terms of use and access to resources.
- **Reach:** worldwide, as it has no barriers in the form of borders, distances, languages, etc.
- **Technology:** transactions are recorded only once, eliminating duplication of resource usage, something that does not occur with other technologies.
- **Smart Contracts:** is a set of rules stored in a block that is automatically executed when conditions are met.

Naturally, the birth of Smart Contracts led to the creation of parallel uses of the blockchain: it is useful to use its already implemented technology, but it is going to be given a widespread use, which led to the birth of decentralized applications:

- **Decentralized Application** or *dapp*: a set of computer processes running over a distributed computer network.

Also, naturally, the birth of the *dapps* demanded the use of an 'own currency' for each environment, currency over the main cryptocurrency, which would give rise to the birth of the tokens, finding ourselves with different types and in turn also with different classifications, but basically, we can distinguish:

- Utility token: future promise of service.
- Security token: financial asset.

- Equity token: co-ownership or participation.
- Asset token: tangible asset acquisition.

5. Proposed solution

FEBELINK notifies the providers of each service related to the published search made by each user. It also includes a chat where you can directly communicate with the searching user and expand on the information given to deliver your offer, or explain your work system, such as how to guide your establishment.

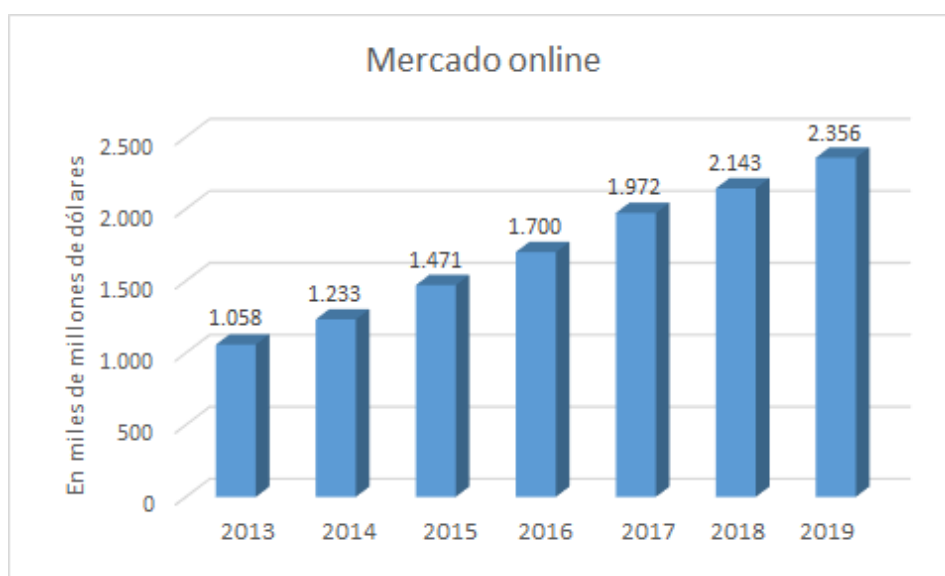
This contact function must also protect the user above all else, in such a way that the user who publishes the search has control over their contact details, which will never be shown to other users, and will also decide which users they agree to have a chat conversation within responses to their search, being able to close the conversation if they decide to do so.

Another of the fundamental aspects of FEBELINK is the collaboration as a social network, where all users can send the searches of other users to those people who have a solution to offer to the published search.

The unique ratings per user and sector are very important for the platform as it gives it an intrinsic validity, especially since only one vote as *The Best* activity per user is allowed.

6. Business plan

The online market is constantly growing and already exceeds 2 trillion dollars a year. Digital marketing is already a business of more than 400 billion dollars a year. The download of mobile applications reaches up to 258,000 million per year. And 88% of the time we spend on the internet we do it through applications, where 69% of the queries we make online end in online purchases.





With this data we have developed a platform that facilitates the ability to find services and products by users, which in turn is a very valuable digital marketing solution for companies, with minimal costs that allow access at all levels, and that crosses all borders.

The application's sales forecasts for 2022 are focused on exceeding 5 million users, expanding its international presence progressively to achieve this expansion in 2023 to reach 60 million users.

With 6.25% of monthly subscribers, the revenue forecast for 2022 amounts to 1,876,421 euros, and to 49,672,117 euros in 2023.

The solution offered by FEBELINK has a clear global vision, since it helps all types of people and business segments.

The objectives to be met are the three-year deadlines, where in 2021 the work will be focused on making the platform viral and making it extensible to the general public exceeding 10,000 users.

Subsequently, in 2022 the consolidation of the user experience at a national level in Spain will allow us to begin work on the development of networks to expand to international markets and reach 5 million users, meaning we will have a larger presence in 2023 with more than 60 million users worldwide.



7. Project Team

Juan E. Dominguez Portilo. Founder & CEO. Financial consultant and entrepreneur with 27 years of experience in the automotive sector and commerce.

David Bernal Guerrero. Co-founder and CTO. Specialist in cutting-edge technologies and distributed systems in Cloud. He has worked as a developer for large public institutions in Spain and auction houses such as Christie's, Hilco StreamBank or Lease Plan.

Miguel Díaz de Terán. Marketing Manager. Proven professional with extensive experience in technology and FMCG. He has been a key player in the marketing department of several multinationals such as Hewlett-Packard or WD-40 Company.

Miguel Ángel Romero de los Llanos (Minery Report). Specialist in Digitization, Cybersecurity and Blockchain technology. Co-founder of the Cybersecurity Directorate of the Air Force, Ministry of Defense of Spain.

8. Need to issue a token for the project (financing)

FEBELINK uses a *freemium* system through which all users have access to use the platform. For users who want a more exclusive service, who want to offer a better image, or expand their resources on the platform, they can choose from several subscription options, such as choosing multiple sectors or sub-sectors to expand the number of search alerts they want to serve or expand their profile image by adding videos or links, for example.

On the other hand, users receive rewards for use; when they recommend registration to other users, when they share a user's search with other users who provide a solution to the search, or when a user's profile is rated. In addition, the users themselves can make payments to each other for their products or services or increase the amount they pay to other users for each search that they send you as a payment for recommendation. FEBELINK reserves the right to modify these conditions and create new functions to improve the operation and interaction, as well as the interest for the use of the platform.

To be more effective in the management of all processes we have incorporated all movements in the Stellar Blockchain network, which minimizes the cost of each transaction, being this very low, with maximum speed and anywhere in the world, whatever the currency used.

All these circumstances make FEBELINK's Áureo token possibly the most widely used token in daily life in the world, as it is aimed precisely at satisfying the needs that people have every day.

9. Description of the relationship between the token and the project

First of all, we must clarify the difference between token and cryptocurrency: A cryptocurrency (Bitcoin, Ethereum, etc.) is distributed on its own blockchain network, while a token relies on the network of a cryptocurrency.

Well, given the nature of our project, there was no doubt that a utility token was the most appropriate because the user acquires with it a service in the future, however, this alone is not enough to create the underlying technological substrate that requires a project of such dimensions, so it is necessary to detail exactly what other functionalities it must satisfy:

- Be based on a cryptocurrency/blockchain with a reliable track record.
- Stable in its price - at least as stable as possible - so that it stays out of the fluctuations caused by extensive trading on cryptocurrencies.
- Stable in expenses incurred, so that the forecasts established in management costs donot unexpectedly skyrocket.
- Low usage costs, the 'gas' or 'fee' for the miners should be reduced.
- With the backing of large companies, organizations or financial institutions that guarantee continuity in the future.
- Easy conversion to fiat currency.
- Low exchange costs for such conversion.
- Admit Smart Contracts, to make agreements between users more agile, transparent, and flexible, and to incorporate the possibility of multi-signature and/or the figure of a mediator.

Finally, the main condition: it must be specially designed to make payments -simple economic transactions-.

10. Explanation of the technology that enables the issuance of tokens

There were multiple options: Bitcoin (in any of its forks), Ethereum, Cardano, Binance, etcetera. Of all the protocols analyzed, Stellar was selected as the most suitable. It is a platform that has its own network and token ('lumen' XLM) since 2015, but we implemented it keeping an open door regarding the incorporation of other platforms in case, in the future, new technological solutions in the field of blockchains emerge.

The reasons why Stellar was chosen are the following:

- A consensus protocol (SCP).
- Open source.
- Decentralized.
- Created specifically for fast, cross-border transactions between currency pairs.
- Manages over 500 million transactions for more than 4.3 million accounts.

- It is designed to transfer value from the traditional banking system to Stellar and vice versa. This is because it has "anchors" or agreements with regulated financial institutions (money services, Fintech).
- It has its own DEx, (*Decentralized Exchange*, or decentralized currency exchanger) which, in addition, by algorithm, is guaranteed the most optimal possible route that obtains the lowest commissions available at any given time.
- It is one of the most stable currencies.
- It is among the top 20 currencies in terms of market capitalization.

From all of the above it is clear that using a utility token on Stellar brings to our Dapp and our users a series of additional advantages and guarantees, such as the following:

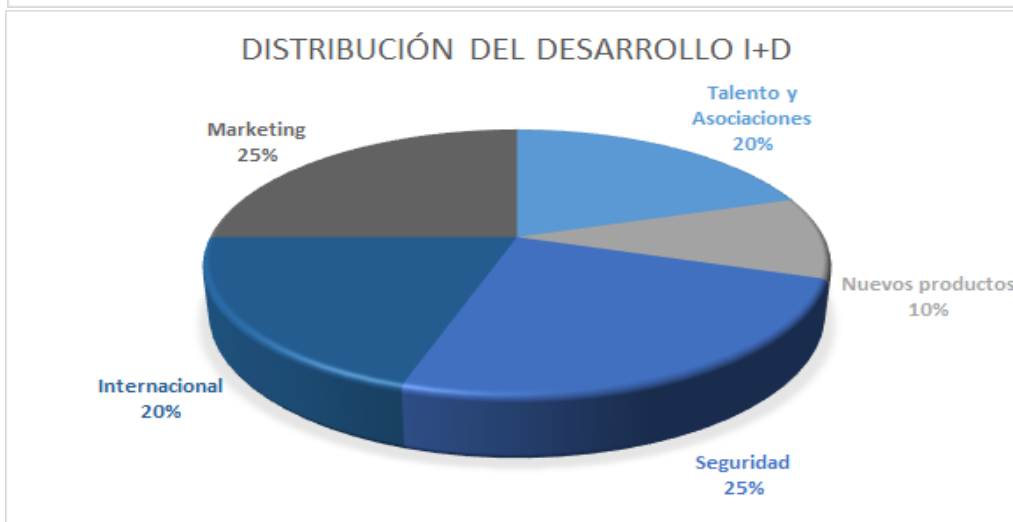
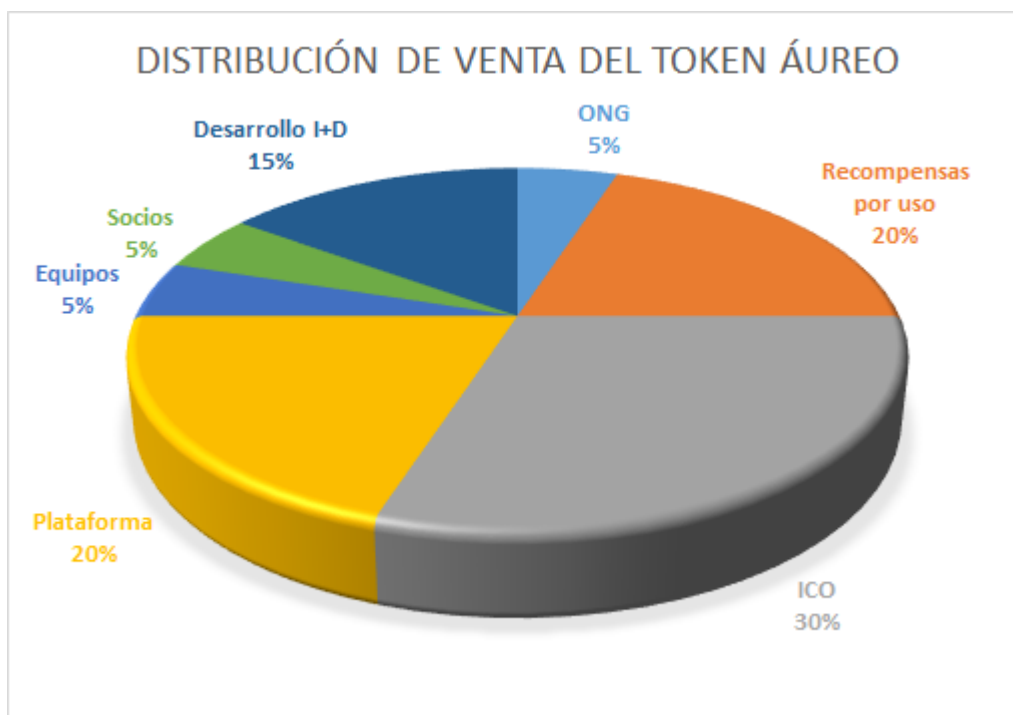
- It allows the user to have their own 'wallet', a purse, bank account or digital safe accessible only to its owner.
- This wallet guarantees that you will be able to convert your tokens to another cryptocurrency or even to fiat or common currency.
- This wallet is always accessible, and its contents can be used to directly purchase all the services offered by the platform, without the need to resort to cash or any other type of money.
- It may be exchanged for goods and/or services and even transferred to other users.
- The fact of using one's own token -and not another widely used cryptocurrency- offers a series of advantages to the user that, otherwise, he/she would not be able to obtain, among other reasons because it reduces the use of formalities and the use of traditional financial services.

11. Explanation of the distribution of the financing obtained

The issue will be made with a total of 100 million Gold Tokens, which will be distributed as follows:

- 20% goes to prizes and rewards for users for using and sharing the platform, which in turn are divided as follows:
 1. The first 100,000 users receive 10 tokens per registration with their complete profile.
 2. The next 100,000 users receive 5 tokens per registration with their complete profile.
 3. The next 100,000 users receive 2 tokens per completed profile registration.
 4. The remaining 18.3 million tokens, up to 20% of the total, will be used for sweepstakes and promotions for registered and new users.
- 20% of the tokens go to the protection of systems and situations to come.
- 5% of the tokens go to a foundation for charity. These actions will be participated by users who own FEBELINK Áureo tokens.

- The remaining 30% is aimed at buying and selling on the market, private sale and ICO.
- The 5% is destined as benefits for the work teams.
- The 5% is destined as profit for the members and directors.
- 15% goes to the development and R&D of the platform.



Token burning mechanism.

In the interest of maintaining a healthy market, repurchase and token burning may occur every quarter depending on market dynamics and growth.

The issuer reserves the right to modify these conditions and create new functions in order to improve the operation and interaction, as well as in the interest of the maintenance and use of the platform.

12. Issuance rounds

The issuance of 30% of the tokens is scheduled to begin in September 2021 under the following terms and conditions, with a maximum target of 4.750.000 euros.

Pre-ICO. Private Sale.

From 00:00 on 1 September 2021 to 23:59 on 15 September 2021 (Madrid time UTC+2)

Price per token: 0,05€ (-83,4% discount)

Block: 6 months after closing of public sale, release 01/06/2022

Release: 5 months progressively at the rate of 20% per month

Purchase limits: minimum 5.000€, maximum 100.000€.

% of total: 5%

Nº of tokens: 5 MM

Start of public sale (ICO).

- Phase 1

From 00:00 on 5 November 2021 to 23:59 on 11 November 2021 (Madrid time UTC+2)

Price per token: 0,10€ (-66,6% discount)

Block: 6 months after close of public sale, release 01/06/2022

Release: 5 months progressively at the rate of 20% per month

Purchase limits: minimum 1.000€, maximum 60.000€.

% of total: 10%

Nº of tokens: 10 MM

- Phase 2

From 00:00 on 12 November 2021 to 23:59 on 18 November 2021 (Madrid time UTC+2)

Price per token: 0,20€ (-33,3% discount)

Block: 3 months after close of public sale, release 01/03/2022

Release: 5 months progressively at the rate of 20% per month

Purchase limits: minimum 500€, maximum 30.000€.

% of total: 10%

Nº of tokens: 10 MM

- **Phase 3**

From 00:00 on 19 November 2021 to 23:59 on 30 November 2021 (Madrid time UTC+2)

Price per token: 0,30€.

Block: 1 month after the close of the public sale, release on 01/01/2022

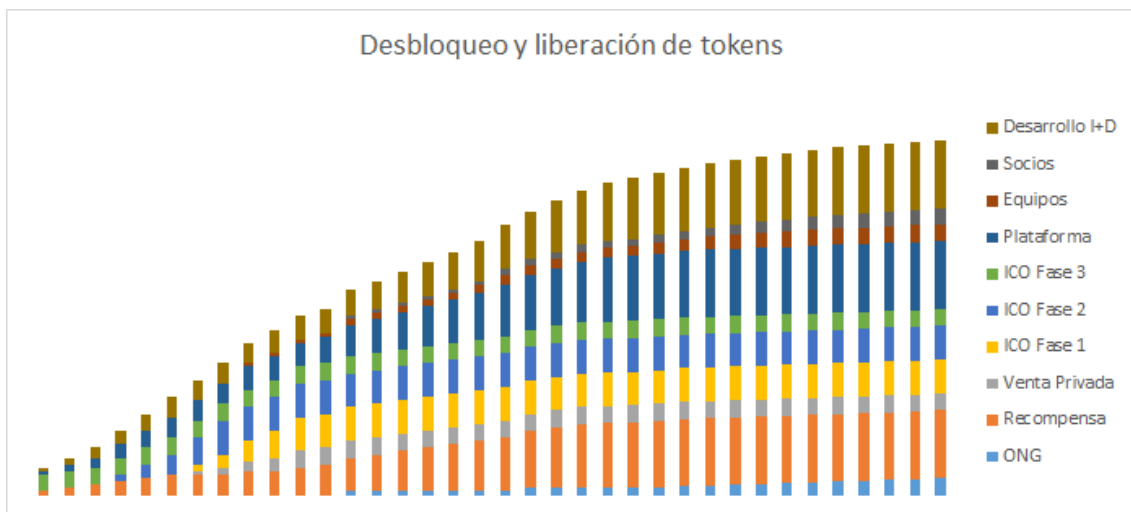
Release: immediate after blocking

Purchase limits: minimum 100 ₳, maximum 10.000 ₳.

of total: 5% of total: 5% of total: 5% of total: 5% of total: 5% of total: 5% of total
No. of tokens: 5 MM

13. Road Map

The path traced for the management and release of tokens is based on the balance between growth and development, taking care of the ecosystem through the review and burning of tokens on a quarterly basis. We consider that the FEBELINK Áureo token has a high practicality in people's daily lives, so the evolution in the number of international users on the platform generates the continuous issuance and purchase of the token, which together with the maximum issuance limit of 100 million tokens, generates its market value.



14. Token as a product

Within any private network, we have seen that any token can be used to acquire a right, to pay for a service, as an incentive to generate new activity, to obtain a better user experience, etc. In other words, tokens can add several layers of value over and above what a currency can offer.

Each company, each network, each tokenized entity, will enrich and protect its own token so that it becomes a rising value. They will take care of its good use, of the continuous increase of its guarantees and services, because the value of that token will be nothing more than the public representation of the solidity and future projection of the company.

User wallets will be only as valuable as the tokens they hold. The user feels that they belong to an organization that they care for and are cared for. The token is the virtual link that connects us all.

The more the organization grows, the more valuable its tokens become, and the more power and control users have over their future.

15. Token Characteristics

A token is nothing more than the representation of a right and therefore the possession of tokens guarantees access to the platform's services.

As we have indicated in the previous section, the advantage of managing internal assets reduces costs, increases transparency, brings economic benefits and increases the efficiency of processes and, in addition, represents a layer of security over the management of 'real' assets.

Within this type of activity, we can find two types of tokens, named in more detail above, which are:

- Utility token, or utility token, which represents a future right, either in the acquisition of a good or a service.
- A payment token that simply acts as a virtual currency within a blockchain environment in an instant economic transaction.

The user may opt for the use of one or the other type if the object of the transaction and concurrent circumstances allow it.

16. Buyer's rights

The *FEBELINK Áureo Token (FLAU)* grants its holder different benefits:

- use as a means of payment for subscriptions.
- use as a means of payment to reward users who invite new users to the platform and complete the registration.
- use as a means of payment to reward other users for their recommendations, sending other users' searches to users outside the application who respond to the search.
- use as a means of payment to reward other users for their ratings.

- use as a means of payment to buy or sell within the platform.
- discounts on paid services that the platform has or may have in the present or in the future.
- preferences in the information and development of the different activities carried out on the platform.
- advantages in the participation of the actions carried out by the platform, in the form of discounts on purchases, as well as in the extension of benefits or exclusive functions.
- receive payment for recommendations, uses on the platform, as well as sales of products or services to other users on the platform

The issuer reserves the right to modify these conditions and create new functions in order to improve the operation and interaction, as well as the interest for the use of the platform.

17. Risks assumed by the buyer

As with many aspects of the digital world, having digital access keys or passwords means that they can be copied or lost, much like our email, for example.

Although the platform may make available to its users' alternative methods of access recovery, it will always be the case that only the user-owner with such aids will be able to recover them, thus cancelling any responsibility on the platform.

On the other hand, the implementation of Smart Contracts in operations between users does not necessarily imply the impossibility of disputes arising (that a product has arrived damaged in transport, that there are delays in the delivery of the required service... for example, normal day-to-day things after all), so FEBELINK will always generate smart contracts with the multi-signature structure so that, in case of disagreement between supplier and recipient, FEBELINK can act as a neutral 'mediator' and close the agreement definitively.

Naturally, all economic transactions carried out by the user must comply with the regulations and legislation of each country and will be subject to the audits required by the corresponding governmental authorities.

Illegal activities will therefore not be allowed on the network, both in terms of content and fraudulent actions, attempted scams, harassment, etc. and, should this occur, FEBELINK will reserve the right to take control over the accounts of the corresponding users by placing them in the hands of the competent authorities.

The value of the token will be determined by the market through the use it has by users and may have variations in relation to multiple external factors to the platform itself, so it must be taken into account by the buyer.

The use of the token will depend on the technologies and platforms where the developments are made, being in part external to FEBELINK, which is a factor to be taken

into account by the buyer, since these platforms can modify or abandon their policies of their developments to focus them on other matters.

18. Legal certainty of issuance

Our token issuance does not require authorization from the Spanish regulator (CNMV). Despite this, in order to make FEBELINK a more transparent project and provide it with greater legal certainty, FEBELINK and the team advising it decided to submit the project to the CNMV to indicate whether the FLAU could constitute a tradable security. The conclusion reached by the Fintech Area of the CNMV is that it is not.

This pronouncement is not an administrative authorization from the CNMV. In fact, CNMV authorizations to make public offerings of negotiable securities in Spain are only granted to entities that precisely issue that: negotiable securities.

19. Áureo token Contracting Conditions.

Conditions of purchase of the FEBELINK Áureo token

The purpose of these conditions is to regulate the purchase and use of the utility **Token Áureo (FLAU)** in its different phases of issuance during the *Initial Coin Offering* (hereinafter, "**ICO**") issued by FEBELINK DIGITAL, S.L. (hereinafter, "**FEBELINK**"). To this end, FEBELINK recommends that you please read carefully and ensure that you understand and understand the following general terms and conditions (hereinafter, the "**Conditions**") before participating in the purchase and sale of the tokens subject to these Conditions.

By accepting the following Terms and Conditions, the User expressly agrees to be bound by them in their full extent and scope, without exception to any of their provisions. FEBELINK reserves the unilateral right to modify the General Conditions included in this document.

In cases where there is a substantial change to these Terms and Conditions or where any applicable law so stipulates, the User will be asked to agree to the new binding text again.

If you have any questions regarding the content of these Terms you can contact our team by sending a letter to the following email address: info@febelink.com.

1. Identification

Owner: FEBELINK DIGITAL, S.L.

Registered office: C/ La Gitanilla, 17, Ofic. 19, Pol. Ind. Santa Cruz, Edif. Promálaga I+D, 29004, Málaga.

TIN: B05367511.

E-mail: info@febelink.com.

Websites: <https://www.febelink.com>.

2. Terms and conditions of sale

1. Definitions

In these Conditions, the following words and expressions shall have the meanings set out below:

“Token”: digital representation of an asset, good or service provided by the issuing entity.

“Utility token”: means a token whose purpose is to provide a specific utility within a network, application, or platform or to grant rights to use products or enjoy services by contributing to or interacting with the system. It is also in the nature of a payment token.

“Áureo”: is a utility token created by FEBELINK, initially under the Stellar technology, whose ownership implies having certain rights against FEBELINK.

“FLAU”: this is the name given to FEBELINK's utility token "FLAU" in the exchange listings.

“Blockchain”: is a form of public ledger in which the records (blocks) are linked and encrypted to ensure the security, transparency and privacy of these transactions. It is a distributed and public database that can be applied to all types of transactions or operations, not necessarily economic.

“Stellar”: is an open-source protocol whose cryptocurrency is the Lúmen (XLM), a type of blockchain, designed primarily to enable simple, fast, secure, cheap, and cross-border exchanges between FIAT money and cryptocurrencies and that, among other properties, supports the creation of intelligent agreements or *Smart Contracts* between parties through computer algorithms. These codes are characterized by the optional ability to execute

automatically without the need for human action; It is based on the Stellar Consensus Protocol (SCP), originating from the BFT protocol of the Ripple platform, but with the significant difference that all network validators are equivalent, there are no central control nodes in the blockchain. In case of suspicious activity, the entire Stellar network is frozen, and transactions cannot be carried out.

“Comisión Nacional del Mercado de Valores”: the body responsible for supervising and inspecting the Spanish securities markets, as well as the activity of those involved in them.

“Áureo buying and selling platform”: this is a space created by FEBELINK through which it is possible, among other things, to carry out the purchase and management procedures for FLAU.

“FEBELINK Platform”: The FEBELINK platform is a digital search engine for professional services; an application where users' searches are published, and the community (the other users) offers the options that best fit the needs of the person who has made the search.

“Whitepaper”: a document prepared by the FEBELINK team containing all relevant information about the FEBELINK project and the ICO.

“Fiat”: The term "fiat" comes from Latin and its meaning is "let it be so" or "let it be done". Its value is by decree, that is, it is not backed by any material element, neither gold, nor silver, nor oil, nor land, so its value is fiduciary. The Euro, the Dollar, the Pound Sterling, etc. and all currencies issued by central banks are fiat.

2. General information

FEBELINK will issue **100 million Áureo tokens** to enable purchasers to make use of the services of the FEBELINK Platform, although part of these tokens will be used for other purposes, as described in the Whitepaper to which we refer. These services may consist mainly of the purchase of services within the platform, the payment of premium subscriptions with various discounts, as well as making payments to other users of the FEBELINK Platform.

The Áureo token **is not a financial instrument**; this is the conclusion reached by the Spanish Securities and Exchange Commission after examining the FEBELINK *Whitepaper*.

The consideration of the FLAU as a utility token results in the association of a series of rights attributed to each FLAU token.

Through the purchase of the Áureos, the Users will be able to acquire the rights associated with them. The acquired right will be associated with the wallet holder who purchases the Áureos.

In order to secure the rights acquired by the Users in the present sale, a notation will be made, on the dates indicated below, in a Stellar blockchain registry and on the Áureo Buying and Selling Platform. Subsequently, the Áureos will be transferred to a personal wallet of the User who accepts such tokens.

3. Why has FEBELINK chosen the Stellar blockchain?

The main reason for choosing Stellar was its special functionality for fiat currencies, in addition to its security, relative stability, speed and low fees because, unlike others, it was specifically designed for economic transactions in foreign currencies, thus serving people who are not particularly familiar with the world of cryptos and who must cover their payment needs with 'mainstream' currency. Naturally, Stellar has the same features that make these blockchain notations so secure and attractive:

- a) **Reliability:** The system is supervised by the independent *Stellar Development Foundation*.
- b) **Security:** protects all data from transactions or operations between parties through the use of hash, symmetric and asymmetric cryptography.
- c) **Information without time limitation:** it is possible to have a high volume of information stored without time restriction, which is essential for the traceability of operations and is also interrelated with security.
- d) **Simplicity:** most bureaucratic procedures associated with any type of operation or transaction are eliminated, simplifying the process, and optimizing time.
- e) **Globalization:** with Stellar there are no borders for transactions or operations, since no matter the target currency, tedious paperwork and procedures are avoided and there is no need for intermediaries. It has its own 'dex' (Exchange decentralized) that, by algorithm, looks for the currency exchange route with less commissions each time.
- f) **Transparency** avoids fraud and corruption: all the activities or operations that are carried out will be reflected, will be accessible and cannot be modified. The information that is incorporated into the network is immutable and irrevocable.
- g) **Public:** users are not required to meet any requirements to join and there is no hierarchy between nodes. The content of the blockchain is transparent and visible to all users.
- h) **Scalability:** XLM being open source allows you to participate in the growth and modernization of the platform.
- i) **Conflict Resolution:** allows, through *Smart Contracts*, the figure of a 'mediator' to be incorporated into the relationship between users, whose purpose is to be a judge when a situation of disagreement arises between one of the parties.

4. Who can purchase the Áureo tokens through the FEBELINK trading platform?

It is a prerequisite for the purchase of FLAU that the User is over eighteen (18) years of age. FEBELINK will not grant access to the Áureo purchase and sale platform to minors.

Those interested in acquiring Áureo at the end of the public sale period indicated in the published *Whitepaper*, must register as Users on FEBELINK's Áureo buying and selling platform or on FEBELINK's Platform, by completing the obligatory fields in the form found in the corresponding section.

Thus, the duly registered User, with access granted by FEBELINK, will acquire the status of "Registered User".

What are the rights associated with the Áureo tokens?

By purchasing Áureo tokens, the User acquires, directly and generally, the right to purchase Premium subscriptions and other FEBELINK services under advantageous conditions, as detailed in section II.4 of these Terms and Conditions.

5. Procedures for purchasing and receiving FLAU

In order to be able to receive FLAU, the User must be duly registered on the FLAU sales platform with access granted by FEBELINK and must be at least 18 years of age.

6. Receipt of tokens

Notwithstanding the foregoing, the User will receive the tokens at a later time after the payment of the tokens; when the token issuance period detailed on the Website, in the "Whitepaper" section, has ended.

In order to do so, the User must register on the FLAU sales and purchase platform by accessing the website <https://febelink.com/token>. Prior to the dates indicated, FEBELINK will inform the User of the date and way the User must register on the Platform. Once the User has registered with the appropriate access granted by FEBELINK, he/she must carry out the following procedures:

1. Fill in the information requested in the "Profile" section of the Áureo's buying and selling platform.
2. Create their own personal wallet associated with their User data. The User may choose between creating their own wallet that operates directly with Blockchain or creating an electronic wallet that does not operate directly with Blockchain, with FEBELINK operating with Blockchain. In the event that the User creates his/her own wallet, he/she will be fully responsible for saving his/her passwords to the wallet, as FEBELINK will never have access to them. In this case, FEBELINK will not be responsible for any loss or theft of the tokens in the wallet.

3. FEBELINK will then proceed to deliver the tokens purchased by the User within the deadlines indicated in the *White Paper*.

7. Purchase of tokens

In order to proceed with the purchase of tokens by the User, he/she must first select the quantity of Áureo tokens he/she wishes to purchase. In order to determine the exchange rate of Áureo to Euros, the User may go to the Website or ask the FEBELINK team. Once said amount has been entered and these General Terms and Conditions have been signed, the User must proceed to pay for said tokens using one of the following payment methods:

a.- Payment with credit or debit

card.

b.- Payment with cryptocurrencies.

FEBELINK will confirm to the User that the purchase has been successfully completed by sending an email containing all the information about the purchase of the FLAU tokens and a link to these Terms and Conditions. The invoice for the purchase of the tokens will also be sent to the User.

8. Acquired rights

Users in possession of Áureo tokens acquired under these Terms shall acquire the following rights:

1. You will be able to purchase FEBELINK products or services with a series of significant discounts.
2. Use the FLAU as a means of payment and collection for subscriptions, to reward other users and, in general, to make payments on the Platform.
3. They will have preferences in the information and development of the different activities carried out in the Platform.
4. They will have advantages in the participation of the actions carried out by the Platform.

9. The price and payment of the Áureo tokens

Users may purchase FLAU from FEBELINK for the following value:

a.- purchases made from November 5th to November 11th, 2021:

1 FLAU = 0,1 €.

b.- purchases made from November 12th to November 18th, 2021:

1 FLAU = 0,2 ¤.

c.- purchases made from November 19th to November 30th, 2021:

1 FLAU = 0,3 €.

Throughout the purchase process and always before the end of the same, the User will have all the information relating to the price.

10. Taxatio

The Áureo is, from a tax point of view, a “multi-purpose bond” (*bono polivalente*, in Spanish). This is because it is not possible to know the applicable tax rate for indirect taxation purposes because it is necessary to know who will present the Áureo to FEBELINK in order to make it effective. Furthermore, it is not possible to know, at the time of purchase of the FLAU, whether the User will receive the service provided by FEBELINK or, if applicable, the time at which this service will be provided.

For this reason, the price of the Áureo set out in these Terms and Conditions does not include this tax (VAT). At the time of delivering the FLAU to FEBELINK to purchase products or services from FEBELINK, taxation for the purposes of the aforementioned tax may take place, where applicable, depending on the condition of consumer or user, or business or professional of the User of the FEBELINK Platform and the tax residence of the User.

11. Execution of FLAU for payment of FEBELINK services or other payments on the FEBELINK Platform

Users who have obtained the Áureo tokens and therefore the associated rights, may request FEBELINK to execute them as of the dates indicated in clause II.3. a).

The Áureo tokens purchased by the User will be secured by their notation on both the Áureo Token Trading Platform and the Stellar blockchain.

From the moment the User has the Áureo tokens in his wallet, he will be able to freely dispose of them.

12. Use of Áureo tokens.

The right associated with the Áureo tokens that the User has acquired lies with the holder of the wallet used in the purchase.

The User holding the right associated with the Áureo tokens, purchased from FEBELINK during the various phases of the ICO, also obtains the possibility of executing them by using the payment system described in section II.4. However, FEBELINK allows Users to deliver, exchange or sell their tokens to third parties in the event that they are not going to make use of them. FEBELINK will not be responsible for such transmissions.

Additionally, FEBELINK is not responsible for the sale of FLAU contrary to these Conditions.

Users may only enforce the rights acquired against FEBELINK and under these Terms. To do so, Users must present the Áureo tokens they hold to FEBELINK in the manner described in the Áureo token purchase and sale platform.

13. Right of withdrawal

The User will have the right to withdraw from the contract formalized through the present Conditions following the indications that are developed below:

13.1. Conditions and time limit for the right of withdrawal

The User shall have the right to withdraw from the purchase of FLAU, without giving any reason, within 14 calendar days after the conclusion of the contract (hereinafter referred to as the "**Withdrawal Period**"). These Terms and Conditions shall only govern the relationship between FEBELINK and the direct User who purchases the Áureo tokens.

13.2. Procedure for exercising the right of withdrawal

The User must send FEBELINK his unequivocal declaration of withdrawal from the purchase of the Áureo tokens in a reliable manner of his choice.

However, FEBELINK makes available to Users who wish to withdraw the possibility of contacting it through the email address available on the Platform for the purchase and sale of Áureo tokens. In this way, the FEBELINK team will assist the User throughout the process.

In order for the User to send their unequivocal declaration to withdraw validly from the purchase of Áureo tokens, said declaration must be sent within the Withdrawal Period.

Upon receipt by FEBELINK of the User's unequivocal declaration of withdrawal by any of these procedures, FEBELINK will issue a proof of submission.

13.3. FEBELINK's obligations

As a consequence of the exercise of the right of withdrawal, FEBELINK will return all

payments received from the User without undue delay and no later than 14 calendar days from the date on which the User informs FEBELINK of its decision to withdraw from the purchase of Áureo tokens.

FEBELINK will make the refund using the same payment method used by the User in the initial transaction, unless the User informs FEBELINK the contrary in advance. Where the User has made the payment by means of the permitted cryptocurrencies, FEBELINK will make the refund taking their price in euros at the time the corresponding cryptocurrency is to be transferred from FEBELINK's wallet to the User's wallet.

In the event that the payment method used by the User has been cancelled, expired or undergone any other change, the User must inform FEBELINK immediately. On the other hand, the User may not receive the refund and must go to his/her bank or payment service provider to claim it. FEBELINK will only make a single refund.

As a consequence of the exercise of the right of withdrawal by the User, FEBELINK will cancel the registration of the Áureo tokens on the Áureo token purchase and sale platform.

14. Cancellation

By accepting these Terms and Conditions, the User and FEBELINK enter into a contract whereby the User pays a sum of money in exchange for acquiring a right against FEBELINK.

The User will lose this right and, automatically, the contract between the User and FEBELINK will be cancelled in the following cases:

- a) When the User decides to exercise their right of withdrawal.
- b) When the User ceases to be the holder of the FLAU.
- c) When FEBELINK unilaterally modifies these Terms and Conditions, and the User has expressly accepted them.

As a consequence of the cancellation of the contract in case a), FEBELINK must reimburse all amounts paid by the User under the conditions set forth in section II.8. of these Terms and Conditions. Whereas in case b), in which the User unilaterally decides to cancel the contract, the present Terms and Conditions, including the respective obligations between FEBELINK and the User, will cease to be applicable.

Finally, in case c), these Terms and Conditions will be replaced by others that have been previously modified and accepted by the User, and these will henceforth govern the relationship between the User and FEBELINK.

15. Content

FEBELINK does not guarantee the legality, reliability, or usefulness of the content provided by third parties or Users at the time of purchase of Áureo tokens. If the User becomes aware

of the existence of any content that is illicit, illegal, contrary to the law, or that could involve an infringement of third-party rights, he/she must immediately notify FEBELINK so that it can proceed to take the appropriate measures.

In the event that FEBELINK provides Users with certain documentation with content, the reliability of the same is not guaranteed, nor can it be considered under any circumstances as legal or any other type of advice or counsel.

16. Privacy and data protection

In accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and Spanish Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, all personal data provided by the User during the purchase of FLAU will be processed in accordance with the provisions of the [Privacy Policy](#), which the User must expressly and previously accept.

17. Contact and general suggestions

FEBELINK provides the User with a direct contact channel with its team in order to provide support and assistance, as well as to receive any comments or concerns from the User, both during the purchase of the FLAU and afterwards.

The User can access this contact channel via the following email address: info@febelink.com.

In addition, it should be remembered that the User has access to FEBELINK's contact details, as reflected in section I of these Terms and Conditions.

General

The headings of the various clauses are for informational purposes only, and shall not affect, qualify or expand the interpretation of these Terms. Likewise, FEBELINK may modify the conditions stipulated herein, in whole or in part, by publishing any change in the same form in which these Conditions appear or through any type of communication addressed to the Users.

The temporary validity of the present Conditions coincides, therefore, with the time of their exhibition, until they are totally or partially modified, at which time the new modified Conditions will come into force.

In the event that any provision of these Conditions shall be declared void or unenforceable, in whole or in part, by any Court, Tribunal or competent administrative body, such invalidity shall not affect the remaining provisions of the Conditions.

The failure of FEBELINK to exercise or enforce any right or provision contained in these Terms shall not constitute a waiver thereof, unless acknowledged and agreed to in writing by FEBELINK.

These Terms and Conditions will be kept in electronic format by FEBELINK and will be permanently available to the User. In addition, they will be provided by FEBELINK to the User in the email confirming the purchase.

The User may choose to formalize the contract either in Spanish or English, the language of interpretation of these Conditions being Spanish (Spain).

If, after completing all of the necessary steps to purchase FLAU and completing these Terms and Conditions, the User identifies an error when entering his or her information, he or she should contact the FEBELINK team. The FEBELINK team will provide the User with the necessary support and, if necessary, correct the errors identified.

The User may, at any time, contact the FEBELINK team through the means provided for this purpose in section IV of these Terms and Conditions.

Unless otherwise stated in these Terms, notifications between the User and FEBELINK must be made in writing by email or by sending a registered letter to the corresponding addresses. For these purposes, the contact details of FEBELINK shall be those set out in these Terms and the contact details of the User shall be those set out in the Áureo Token Trading Platform.

18. Complaint management system

If the User considers that any of his/her rights have been infringed, the FEBELINK team suggests that he/she informs him/her through any of the channels provided and undertakes to respond and address his/her concerns in relation to the alleged infringement of rights.

Once all the information has been received, the FEBELINK team will be able to take the necessary measures to investigate and resolve the situation. These measures may include, but are not limited to, deletion of the information or modification of the information.

In no event shall FEBELINK's implementation of any of the foregoing measures constitute an admission by FEBELINK of any liability whatsoever. FEBELINK reserves the right to exercise any right, action or defense that it may have.

If the User is not satisfied with the resolution of his complaint, he can file a new complaint through [Online Consumer Dispute Resolution of European Commission](#).

19. Applicable law and jurisdiction

For any litigious matter arising from or related to these Conditions, the Spanish legislation in force at the time of the facts will be applicable.

Likewise, FEBELINK and the Users submit themselves to the Courts and Tribunals that correspond to them according to their jurisdiction and taking into account the nature of FEBELINK and the User as businessmen and consumers, respectively.

To file complaints in the use of our services, you can contact us by email at the following address info@febelink.com, committing ourselves to seek at all times an amicable solution to the conflict.

All rights reserved © FEBELINK DIGITAL, S.L.