



# TOKEN SALE TERMS AND CONDITIONS

## **FLUZCOIN GLOBAL INC**

### **FLUZCOIN Sale Terms & Conditions**

PLEASE READ THESE FLUZCOIN SALE TERMS AND CONDITIONS CAREFULLY.

PLEASE TAKE INDEPENDENT LEGAL ADVICE BEFORE ACCEPTING THESE TERMS AND CONDITIONS OR PARTICIPATING IN THE FLUZCOIN SALE.

NOTE THAT clauses 46 to 51 (inclusive) (Dispute Resolution. Arbitration) CONTAIN BINDING ARBITRATION PROVISIONS AND A CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PURCHASE FLUZCOINS. YOU MAY LOSE ALL MONIES THAT YOU SPEND PURCHASING FLUZCOINS. IN THE EVENT THAT YOU PURCHASE FLUZCOINS, YOUR PURCHASE CANNOT BE REFUNDED OR EXCHANGED.

THERE IS NO GUARANTEE THAT THE FLUZCOINS OR THE PROJECT ENVISAGED IN THIS WHITE PAPER WILL ACTUALLY BE DELIVERED OR REALISED.

YOU ARE WAIVING YOUR RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND PARTICIPATING IN THE FLUZCOIN GLOBAL INC FLUZCOIN SALE. BY PARTICIPATING IN THE FLUZCOIN GLOBAL INC FLUZCOIN SALE YOU AGREE TO HAVE NO RECOURSE, CLAIM, ACTION, JUDGEMENT OR REMEDY AGAINST FLUZCOIN GLOBAL INC IF THE PROJECT DESCRIBED IN THIS WHITE PAPER IS NOT DELIVERED OR REALISED.

IF YOU ARE UNCERTAIN AS TO ANYTHING IN THIS WHITE PAPER OR YOU ARE NOT PREPARED TO LOSE ALL MONIES THAT YOU SPEND PURCHASING FLUZCOINS, WE STRONGLY URGE YOU NOT TO PURCHASE ANY FLUZCOINS.

WE RECOMMEND YOU CONSULT LEGAL, FINANCIAL, TAX AND OTHER PROFESSIONAL ADVISORS OR EXPERTS FOR FURTHER GUIDANCE BEFORE PARTICIPATING IN THE FLUZCOIN GLOBAL INC FLUZCOIN SALE OUTLINED IN THIS WHITE PAPER.

YOU ARE STRONGLY ADVISED TO TAKE INDEPENDENT LEGAL ADVICE IN RESPECT OF THE LEGALITY IN YOUR JURISDICTION OF YOUR PARTICIPATION IN THE FLUZCOIN SALE.

YOU SHOULD NOTE THAT IN THE FLUZCOIN SALE TERMS AND CONDITIONS **[FLUZCOIN.io](https://fluzcoin.io)** THAT YOU ARE ACKNOWLEDGING AND ACCEPTING AS PART OF THE PROCESS TO PARTICIPATE IN THE FLUZCOIN GLOBAL INC FLUZCOIN SALE, YOU ARE REPRESENTING THAT YOU HAVE INDEED TAKEN INDEPENDENT LEGAL ADVICE.

FLUZCOINS ARE NOT SHARES OF ANY TYPE. THEY DO NOT ENTITLE YOU TO ANY OWNERSHIP OR OTHER INTEREST IN FLUZCOIN (GLOBAL) LIMITED.

PLEASE READ THE ENTIRETY OF THIS TERMS AND CONDITIONS DOCUMENT

## **Parties**

Your purchase of FLUZCOINs being offered for sale ("FLUZCOINs" and each a "FLUZCOIN") during the Pre-Sale Period or the Sale Period (as these terms are defined below) by FLUZCOIN GLOBAL Inc (a company duly incorporated as a private limited liability company under the laws of Panama, Fluzcoin GLOBAL, hereinafter referred to as the "Company"), is subject to these terms and conditions of sale ("Terms"). Each of you and Company is a "Party" and, together, the "Parties" in these Terms.

By purchasing FLUZCOINs from the Company during the FLUZCOIN Sale, you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact the Company at: [info@FLUZCOIN.io](mailto:info@FLUZCOIN.io).

## **You and Company hereby agree as follows:**

### **Definitions and Interpretation**

1. In these Terms, save where the context requires, the following capitalised terms shall have respective meanings ascribed to them follows:

"Claim" shall include any claim (whether present, future, actual or contingent and of whatsoever nature and howsoever arising, and arising out of or in connection with any act, matter, cause or thing (including claims for or relating to any payment or repayment of monies, indemnity, security or provisions of goods or services)), action, proceeding, demand or judgement of whatsoever nature or howsoever arising;

"Completion Condition" the occurrence of reaching the hard cap will immediately trigger the closure of the Sale Period;

"Losses" shall include any and all liabilities, costs, expenses, damages, fines, impositions or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of earnings, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses and any associated value added tax) of whatsoever nature and/or judgement sums (including interest thereon);

"Refund Address" shall mean the wallet address (if different from the FLUZCOIN receipt Address) that you provide to the Company to which any refund of Payment Currency will be made by the Company in accordance with clause 25 below;

"Pre-Sale Completion Condition" the occurrence of reaching the hard cap will immediately trigger the closure of the Pre-Sale Period;

"FLUZCOIN Sale" shall mean the public sale of FLUZCOINs by the Company during the Pre-Sale Period and the Sale Period.

2. In these Terms:

(a) a reference to these Terms shall include these Terms as amended or varied from time to time;

(b) unless the context otherwise requires references to a recital, clause, sub-clause or Schedule are to a recital, clause, sub-clause or Schedule (as the case may be) of these Terms;

(c) the recitals, Schedules and any appendices hereto form part of these Terms and shall have effect as if set out in full in the body of these Terms and any reference to these Terms includes the recitals, Schedules and any appendices hereto;

(d) clause, schedule and paragraph headings shall not affect the interpretation of these Terms;

(e) a 'third party' and a 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;

- (f) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) the clause headings do not form part of these Terms and are for convenience only and shall not be taken into account in the construction or interpretation of these Terms;
- (h) the expressions "hereunder", "herein", "hereof" and "hereto" and similar expressions shall be construed as references to these Terms as a whole and not limited to the particular clause or provision in which the relevant reference appears;
- (i) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (j) words in the singular shall include the plural and vice versa; and
- (k) unless the context otherwise requires, a reference to one gender shall include a reference to the neuter and the other genders.

### **White Paper**

3. The latest version of the Company's white paper is available at the following website link: <https://FLUZCOIN.io> (the "White Paper"). Important information about the FLUZCOIN and the FLUZCOIN Sale and procedures and specifications are provided in the White Paper, including in particular certain legal considerations, risks and disclosures. By purchasing FLUZCOINs, you acknowledge and accept that you have read, understood the entirety of the White Paper and have no objection to any of the content contained therein.

## **FLUZCOIN Sale Procedures and Specifications**

4. Important information about the procedures and material specifications of the FLUZCOIN Sale is provided on the Company's website <https://FLUZCOIN.io>, including, but not limited to, details regarding the timing and pricing of the FLUZCOIN Sale, the amount of FLUZCOINs the Company will sell, and the Company's anticipated use of the FLUZCOIN Sale proceeds. By purchasing FLUZCOINs, you acknowledge and accept that you have read, understood these procedures and material specifications and have no objection to the same.

## **Eligibility**

5. In order to be eligible to participate in the FLUZCOIN Sale and to log into the FLUZCOIN Sale portal to make a purchase, you will have to undergo the Company's white-listing process to verify that you are a unique individual or entity ("White-Listing Process"). On the FLUZCOIN Sale portal via the <https://FLUZCOIN.io> website, you will be prompted to provide the Company with, amongst other things, your full name or the name of an entity you represent, address and country of residence, and e-mail address (your "User Credentials"). In addition, you will be asked to indicate the number of FLUZCOINs you would like to acquire, your FLUZCOIN Receipt Address and your Refund Address (if different). Once you submit the form with all mandatory information, the Company will process it and send you an e-mail (the "Welcome E-Mail") to your e-mail address provided in order to verify it. You need to have access to your e-mail address in order to verify it. You will have to click on a unique link (the "Unique Link") provided in the Company's e-mail to you to start FLUZCOIN Sale process. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements for participation in the FLUZCOIN Sale.

## **Purchase and Sale of FLUZCOINs**

6. The United States Dollar standard price per FLUZCOIN during the Sale Period is \$0.10 (the "Standard Price Per FLUZCOIN").

7. Subject to clause 8 below, the United States Dollar standard price per FLUZCOIN during the Pre-Sale Period has a staged discount (the "Pre-Sale Price Per FLUZCOIN").

8. This Pre-Sale Price Per FLUZCOIN shall only be applicable during the start of the Pre-Sale Period and the price will increase through the Pre-sale Period until FLUZCOINs shall be sold at the Standard Price Per FLUZCOIN.

9. While the Pre-Sale Price Per FLUZCOIN and the Price Per FLUZCOIN is set in USD, you must pay for FLUZCOINs in Ethereum (ETH) or in Bitcoin (BTC) or in FIAT (a "Payment Currency").

10. You will have an option to follow the Unique Link. You will be prompted to select a number of FLUZCOINs for purchase within stated limits. After you have selected a number of FLUZCOINs, the FLUZCOIN Sale portal will display the Exchange Rate (as defined below) that will be applied to calculate your Purchase Price (as defined in clause 11 below). The Company reserves the right, in its sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.

11. Your quoted "Purchase Price" in the Payment Currency is equal to the number of FLUZCOINs you wish to purchase multiplied by United States Dollar value of the Pre-Sale Price Per FLUZCOIN or the Standard Price Per FLUZCOIN (as applicable) divided by the Exchange Rate (as defined below). The "Exchange Rate" will be the exchange rate fixed by the Company for conversion of United States Dollar into the Payment Currency.

12. The Purchase Price must be received in full during the Pre-Sale Period or the Sale Period (as the case may be). If the Company has not received the full payment of the Purchase Price in accordance with these Terms within the Pre-Sale Period or the Sale Period (as applicable), the Company reserves the right to void your purchase request and refuse to accept your payment of the Purchase Price. For the

avoidance of doubt, the Purchase Price will be deemed to be paid in full once the Company have received network confirmations of the transaction. The Company reserves the right, in its sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges.

13. You must pay the Purchase Price by sending the correct quantity of the Payment Currency to the unique wallet address displayed to you via the FLUZCOIN Sale portal. Your purchase is not guaranteed until the Company receives the full amount of the Purchase Price.

14. You agree not to share your User Credentials or your Unique Link provided in the Welcome Email with any other person for the purpose of facilitating their unauthorized access to the FLUZCOIN Sale. If you do share your User Credentials or your Unique Link with anyone the Company will consider their activities to have been authorised by you. You alone are responsible for any acts or omissions that occur during the FLUZCOIN Sale through the use of your User Credentials or your Unique Link. The Company reserves the right to suspend or block your access to the FLUZCOIN Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone using your User Credentials or your Unique Link.

15. The Company will deliver the quantity of FLUZCOINs you purchase following the end of the Sale Period.

16. At any time during the FLUZCOIN Sale and at its sole discretion, the Company may by notice on the following website: <https://FLUZCOIN.io> temporarily or permanently suspend the FLUZCOIN Sale and/or the FLUZCOIN Sale portal for security or other reasons and such suspension shall take effect from the moment of publication of such notice until the same is updated or removed from its website (the "Suspension Period"). You agree not to send any contributions in any Payment Currency during such a Suspension Period and accept the risk that any contribution sent during such a Suspension Period may be lost in its entirety. The Company is not responsible or liable for returning or refunding any losses incurred by you due to sending a contribution during a Suspension Period.

17. Any person agreeing, covenanting or undertaking to acquire FLUZCOINs acknowledges and understands that the Company (or any affiliate thereof as applicable) does not provide any promise covenant undertaking guarantee assurance



representation or warranty or create any expectation that it will establish complete and/or deploy an operative Platform and therefore neither the Company nor any of its affiliates provide any promise covenant undertaking guarantee assurance representation or warranty create any expectation that the

18. You acknowledge and understand therefore that the Company, or any affiliate thereof, assumes no liability or responsibility whatsoever or howsoever arising for any loss or damage whatsoever or howsoever (whether actual contingent direct indirect consequential or otherwise) that would result from or relate to the incapacity or inability to use FLUZCOINs for any or all of their intended purposes.

### **Scope of Terms**

20. Unless otherwise stated herein, these Terms govern only your purchase of FLUZCOINs from the Company during the Pre-Sale Period and the Sale Period.

### **Cancellation; Refusal of Purchase Requests**

21. Your purchase of FLUZCOINs from the Company during the Pre-Sale Period and the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation, if any. The Company reserves the right to refuse or cancel FLUZCOIN purchase requests at any time in its sole and absolute discretion. In such an event the consideration paid by you shall be rejected or refunded.

22. At any time prior to satisfaction of the Pre-Sale Completion Condition and/or the Completion Condition, the Company may either temporarily suspend or permanently abort the FLUZCOIN sale. During any period of suspension or in the event that the FLUZCOIN sale is aborted, FLUZCOINs will not be available for purchase and any form of crypto-currency sent by you to the Company for the purposes of acquiring FLUZCOINs shall be returned to you.

23. To the extent the Company, in its sole discretion, decides to make a refund

any refund will be made to the Refund Address in the Payment Currency sent by you to the Company for the purposes of acquiring FLUZCOINs and not in United States Dollars, Euros or any other fiat currency. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or of FLUZCOINs, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or FLUZCOIN Receipt Address.

24. Your purchase of FLUZCOINs from the Company during the Pre-Sale Period and the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation, if any. The Company reserves the right to refuse or cancel FLUZCOIN purchase requests at any time in its sole and absolute discretion.

25. The Company accordingly reserves the right at its sole discretion to refuse to accept your purchase for FLUZCOINs after the end of the Sale Period. In such an event the consideration paid by you shall be rejected or refunded

FLUZCOIN Creation and Allocation

26. Important information about the Company's creation and intended use of the FLUZCOINs is set out in the White Paper and at the following website link <https://FLUZCOIN.io>. By purchasing FLUZCOINs, you acknowledge that you have read, understand, and have no objection to the Company's creation and intended use of the FLUZCOINs as described in the White Paper and at the following website link <https://FLUZCOIN.io>.

### **Acknowledgment and Assumption of Risks**

27. You acknowledge and agree that there are risks associated with purchasing FLUZCOINs, holding FLUZCOINs, selling FLUZCOINs and/or and using FLUZCOINs as such risks disclosed and explained in Schedule 1 of these Terms. If you have any questions regarding these risks, please contact the Company at [ico@FLUZCOIN.io](mailto:ico@FLUZCOIN.io). BY PURCHASING FLUZCOINs, YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.

## **Security**

28. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold FLUZCOINs that you purchase from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your FLUZCOINs. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of FLUZCOINs nor is the Company under any obligation to recover any FLUZCOINs and the Company hereby excludes (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) FLUZCOINs. The Company shall not be responsible or liable for any losses, costs, or expenses relating to any lost access credentials.

## **Personal Information**

29. The Company may determine, in its sole and absolute discretion, that it needs to undertake due diligence on certain prospective purchasers of FLUZCOINs. As part of the Company's due diligence process it may request that you send the Company certain information about you.

30. You agree to provide the Company with such information promptly upon request, and you acknowledge and accept that the Company may refuse to sell FLUZCOINs to you until you provide such requested information in a form that is satisfactory to the Company and until the Company has determined that it is permissible to sell you FLUZCOINs under applicable laws or regulations.

## **Taxes**

31.The Purchase Price is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of FLUZCOINs, including, but not limited to: sales, use, value added, and any other taxes that may be applicable. It is also your sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction where you may be liable to pay tax. The Company is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, use, value added, or any other tax arising from your purchase of FLUZCOINs.

## **Representations and Warranties**

32.By purchasing FLUZCOINs, you hereby represent and warrant to the Company and agree and acknowledge that:

(a)You have read and understood these Terms;

(b)YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING FLUZCOINs, OWNING FLUZCOINs, TRANSFERRING FLUZCOINs, SELLING FLUZCOINs AND USING FLUZCOINs FOR THE PROVISION OR RECEIPT OF SERVICES ON THE PLATFORM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN SCHEDULE 1 HERETO;

(c)You have sufficient understanding of technical and business matters (including those that relate to the FLUZCOIN and the Platform), the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic FLUZCOINs, FLUZCOIN storage mechanisms (such as FLUZCOIN wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the FLUZCOINs;

(d)You understand the restrictions and risks associated with the creation of FLUZCOINs as set forth herein, and acknowledge and assume all such risks;

(e)You have obtained sufficient information about the Company, the Company's

officers and agents and representatives and about the FLUZCOINs to make an informed decision to purchase the FLUZCOINs;

(f) You understand that the FLUZCOINs confer only the potential future right to receive FLUZCOIN and confer no other rights of any form with respect to the Platform, the Company, or any affiliate thereof including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(g) The FLUZCOINs do not constitute shares or equities in any form in any jurisdiction;

(h) The Available Information, the undertaking and/or the completion of the FLUZCOIN Sale, or future trading of the FLUZCOINs on any exchange or market (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by you as an indication of the merits of the Company, the FLUZCOINs, the FLUZCOIN Sale, the Platform and/or the Available Information;

(i) The distribution or dissemination of the Available Information any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession of the Available Information are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Company;

(j) In the case where you wish to purchase any FLUZCOINs, the FLUZCOINs are not to be construed, interpreted, classified or treated as: (i) any kind of currency or commodity; (ii) debentures, stocks or shares issued by any person or entity (whether the Company or otherwise); (iii) rights, options or derivatives in respect of such debentures, stocks or shares; (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; (v) units in a collective investment scheme; (vi) units in a business trust; (vii) derivatives of units in a business trust;

(k) Your purchase of FLUZCOINs complies with applicable law and regulation in your jurisdiction or in any jurisdiction the laws of which you may be subject to including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the FLUZCOINs and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to

such purchase, and (iii) any governmental or other consents that may need to be obtained;

(l) Your purchase of FLUZCOINs shall be made in full compliance with any and all applicable legal and tax obligations to which you may be subject in any relevant jurisdiction;

(m) If you are purchasing FLUZCOINs on behalf of any entity, you are authorised to accept these Terms on such entity's behalf and that such entity will be responsible for any breach of these Terms by you or any other employee or agent of such entity (references to "you" or "You" in these Terms refer to you and such entity, jointly);

(o) You are not (i) a citizen or resident of a geographic area in which access to or use of the FLUZCOINs, the offer for sale of the FLUZCOINs, the sale of the FLUZCOINs and/or the acceptance of delivery of the FLUZCOINs is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to the U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the FLUZCOINs and the Platform. If you are registering to purchase hold sell or use the FLUZCOINs or the Platform on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation, and (ii) you are duly authorized by such legal entity to act on its behalf;

(p) You live in a jurisdiction that allows the Company to offer and sell the FLUZCOINs and does not prohibit you from participating through a FLUZCOIN sale without requiring any local authorisation;

(q) Making a contribution and receiving FLUZCOINs under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

(r) If your country of residence or other circumstances change such that the above

representations are no longer accurate, that you will immediately cease using the FLUZCOINs

(s) Any contribution to be made by you for the purchase of FLUZCOINs is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

(t) You shall not use the FLUZCOINs to finance, engage in, or otherwise support any unlawful activities;

(u) Your Payment Currency shall be transferred to the Company from a digital wallet that: (i) is registered in your name or in the name of a person who is duly authorised by you to transfer the Payment Currency and is eligible to do so under clause 5; or (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory";

(v) If you are an individual, you are at least 18 years of age and have sufficient legal capacity to accept these Terms and enter into a binding agreement with the Company;

(w) The acceptance by you of these Terms and the entry into a binding agreement with the Company will not result in any violation of, be in conflict with, or constitute a material default under: (i) any provision of your constitutional or organisational documents (if applicable); (ii) any provision of any judgment, decree or order to which you are a party, by which you are bound or to which any of your material assets are subject; and/or (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound; and

(x) You are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory wide sanction imposed by any country or government or international authority.

### **Waiver, Release and Indemnity**

33.You hereby irrevocably and unconditionally waive, release and discharge the Company and its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, joint ventures, predecessors, successors and assigns (the "Company Parties") from all and any Claims which you have or may at any time have against any of the Company Parties.

34.To the fullest extent permitted by applicable law, you also release the Company and the Company Parties from all and any responsibility, Losses, Claims, of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

35.To the fullest extent permitted by applicable law, you will fully and effectively indemnify, defend and hold harmless the Company and the Company Parties from and against any and all Claims and Losses that arise from or relate to: (i) your understanding and interpretation of and/or reliance on the Available Information; (ii) your purchase possession, transmission and/or use of FLUZCOINs; (iii) your responsibilities or obligations under these Terms; (iv) your violation of these Terms; (v) your violation of any rights of any other person or entity; (vi) any failure or inability of the Company to develop or deliver or deploy the FLUZCOIN (vii) your use or inability to use at any time the FLUZCOINs or the Platform; (viii) any security risk or security breach or security threat or security attack or any theft or loss of data including but not limited to hacker attacks, losses of password, losses of private keys, or anything similar; (ix) any mistakes or errors in code, text, or images involved in the FLUZCOIN Sale or in any of the Available Information; (x) any information contained in or omitted from the Available Information; (xi) the volatility in pricing of FLUZCOINs in any countries and/or on any exchange or market (regulated, unregulated, primary, secondary or otherwise); and (xii) your failure to properly



secure any private key to a wallet containing FLUZCOINs.

36.The Company reserves the right to exercise sole control over the defence, at your expense, of any Claim subject to the indemnity by you contained in clause 35 (the "Indemnity"). The Indemnity is in addition to, and not in lieu of, any other indemnities set forth in the White Paper or in any written agreement between you and the Company.

37.You agree and acknowledge that the Company is not liable for any direct indirect special incidental consequential or other losses of any kind in tort contract or otherwise (including but not limited to loss of revenue income or profits or loss of use or data or loss of reputation or loss of any economic or other opportunity of whatsoever nature or howsoever arising) arising out of or in connection with any acceptance of or reliance on the Available Information or any part thereof by you.

#### **Limitation of Liability**

38.TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REPUTATION LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE PURCHASE, SALE OR USE OF THE FLUZCOIN OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE BASIS (EVEN IF THE PARTIES OR ANY OF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE); AND (II) UNDER NO CIRCUMSTANCES WILL THE

AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER LEGAL OR EQUITABLE BASIS, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE FLUZCOINS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE ACQUISITION OF FLUZCOINS. THE LIMITATIONS SET FORTH HEREIN WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

39. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of clause 39 may not apply to you.