

# TERMS & CONDITIONS



Effective Date as of April 12, 2024

The use of our website is governed by specific terms & conditions which we ask you to read.

## 1. INTRODUCTION

The website <https://fozeus.me/>, any subdomains, emails, mobile applications or application programming interfaces (the 'Site') are made available by Fozeus company (hereinafter Fozeus), to provide online access to information about our products, services, and opportunities we provide. Throughout the Site, the terms "we", "us" and "our" refer to Fozeus.

Access to and use of the Site is governed by the terms of use (Terms & Conditions) set forth below. By visiting the Site and viewing its contents, you accept the Terms & Conditions without any limitation or reservation whatsoever, to the extent permitted by law.

## 2. DISCLAIMER

We have carefully checked all the information on the Site and we do our best to keep it as up-to-date as possible. Nevertheless, we are unable to give any guarantee regarding the completeness, up-to-dateness or accuracy of the nature or content of the information, services and products provided on the Site whatsoever. Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site, should be taken to indicate that all information on the Site has been modified or updated. Any action based on any information on the Site are entirely at your own risk and expense.

We accept no liability whatsoever for any harm, of whatever nature, that might arise from access to or use of the Site and/or the application, processing or other use of the information contained on the Site nor will we be liable for harm (including but not limited to lost profits or revenues, loss resulting from business interruption or any other loss) due to possible viruses which may infect your computer as a result of using the Site or for the loss of software or other data on your information processing system or in any other way.

We do not give any guarantees of any kind whatsoever relating to third-party website, plug-ins and applications to which you gain access via the Site or from which you obtain access to the Site ("Third-party Sites"). Any such Third-party Sites are included solely for convenience and Fozeus is not responsible for the contents of pages on Third-party Sites.

We attempt to ensure that the Site is continuously accessible but will not be liable for any consequences however caused because the Site for whatever reason is not available at a given moment. The Site may be temporarily or permanently taken out of operation by us without prior notice.

## 3. EARNINGS DISCLAIMER

Although we make every effort to accurately represent the services and/or products presented on the Site, we make no assurance, representation or promise regarding future earnings or income, or that you will earn any specific amount of money, or any money at all, or that you will not lose money. You agree and acknowledge that individual outcomes will vary.

# TERMS & CONDITIONS



Earnings or (examples of) income statements are not indicative of typical results and should not be viewed as promises or guarantees of earnings or income. Each individual uses our products and/or services with different backgrounds, disposable income levels, motivation and other factors that are outside of our control. There is no assurance that any prior success or past results regarding earnings or income may be an indication of your future success or results.

You should make decisions based on information provided through services and/or products presented on this website with the understanding that an Internet business and earnings derived therefrom involve unknown risks and may not be suitable for you, and that you could experience significant losses (including, but not limited to, the loss of any monies paid to purchase Fozeus products and/or services and/or opportunities, and/or any monies spent setting up, operating, and/or marketing Fozeus products and/or services) or fail to generate any earnings or income at all. All products and services of Fozeus are for educational and informational purposes only and none of the products and/or services or its related material(s) should be construed as legal or financial advice. We encourage you to undertake your own due diligence regarding your evaluation of any services and/or products presented on our Site, and this includes relying on qualified professional advisors to assist you with your evaluation.

Therefore, we cannot guarantee your success merely upon access or purchase of the products and or services or related material(s). You agree that we are not responsible for any decision you may make regarding any information presented on the Site or any of the services and/or products presented on the Site.

## 4. SERVICES AND WALLETS

Within the Services, you may notice that we use particular Fozeus-specific jargon. Here is what those terms mean whenever we use them on the Services or in our community platforms:

"#IamFOZEAN" is the collection of 10,350 Collectibles that were minted using a smart contract deployed to the Polygon Blockchain at contract address 0x48a9d27e83aa7b92799c9e9907787dbf197137f0.

"Holder" is a person or entity who is a then-current lawful owner of a Collectible from #IamFOZEAN.

Ownership of a Collectible. We have made available, and in the future may continue to make available certain digital collectibles, including ones authenticated using blockchain technology ("Collectibles"). When you lawfully own a Collectible, certain intellectual property rights in the media associated with that Collectible are licensed to you as set forth in the Media License or the Additional Terms.

NFT Collectibles. If your Collectible is a Non-Fungible Token ("NFT"), then the record of your ownership of such Collectible will be recorded on the applicable blockchain such as Polygon. Please note, however, we do not operate, and are not responsible for the operation of, any such blockchain. NFTs on public blockchains may also be eligible to be transferred between wallets via third party marketplaces utilizing smart contract transactions. We do not own or control those marketplaces or the smart contract transactions or wallets used to facilitate such sales, and we are not liable or responsible for your use of such marketplaces, smart contracts or wallets.

External Wallets. You may choose to hold your Collectibles, such as your NFTs, in an external digital wallet (such as a MetaMask Wallet) ("External Wallet"). You must familiarize themselves with the terms & conditions, technology and security protocols of any External

## TERMS & CONDITIONS



Wallet (e.g. saving private keys in a safe place etc.). By using an External Wallet in connection with the Services, you agree that you are using such External Wallet under the terms and conditions of the applicable providers of such External Wallet. External Wallets are not associated with, maintained by, supported by, or affiliated with Company. As such, we do not assume any liability or have any obligations to you with respect to any External Wallet, and we make no representations or warranties regarding how the Services will operate with any specific External Wallet. We reserve the right to refuse to associate an External Wallet with a user's Account in our sole and exclusive discretion. We do not have access to the private keys necessary to decrypt an External Wallet, and we cannot help you access or recover your private keys for your External Wallet, so please keep them in a safe place.

### **5. PRODUCT PURCHASES AND/OR SERVICES**

**Payment.** The Services may permit you to purchase certain products or services through the Services, including to purchase Collectibles, tickets to events organized by or on behalf of Company, or products or services of third parties that are offered through the Services ("Offerings"). You acknowledge and agree that all information you provide with regards to a purchase of Offerings, including, without limitation, credit card, PayPal, or other payment information, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our payment processor, including, without limitation, any credit card you provide when completing a transaction. We reserve the right, with or without prior notice and in our sole and complete discretion, to (a) discontinue, modify, or limit the available quantity of, any Offerings, and (b) refuse to allow any user to purchase any Offering or deliver such Offerings to a user or a user designated address. When you purchase Offerings, you (x) agree to pay the price for such Offerings as set forth in the applicable Service, and all shipping and handling charges and all applicable taxes in connection with your purchase (the "Full Purchase Amount"), and (y) authorize us to charge your credit card or other payment method for the Full Purchase Amount. The Services may allow you to purchase Offerings and designate them to be delivered or provided at a future date. In such instance, you acknowledge and agree that we may charge your credit card or other payment method for the Full Purchase Amount on the date of purchase, rather than on the ultimate date of delivery or provision of the applicable Offering. Unless otherwise noted, all currency references are in U.S. Dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. Payment can be made by credit card, debit card, or through PayPal or other means that we may make available. Orders will not be processed until payment has been received in full, and any holds on your account by PayPal or any other payment processor are solely your responsibility.

**Promotional Codes.** We may offer certain promotional codes, referral codes, discount codes, coupon codes or similar offers ("Promotional Codes") that may be redeemed for discounts on future Offerings, or other features or benefits related to the Services, subject to any additional terms that the Company establishes. You agree that Promotional Codes: (a) must be used in a lawful manner; (b) must be used for the intended audience and purpose; (c) may not be duplicated, sold or transferred in any manner, or made available by you to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by the Company; (d) may be disabled or have additional conditions applied to them by the Company at any time for any reason without liability to the Company; (e) may only be used pursuant to the specific terms that the Company establishes for such Promotional Code; (f) are not valid for cash or other credits or points; and (g) may expire prior to your use.

**Gift Cards.** Tangible and/or digital gift cards containing stored money value may be offered by us for the purchase of Offerings ("Gift Cards"). You acknowledge that the Company does not

## TERMS & CONDITIONS



make any warranties with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By purchasing a Gift Card, you represent and warrant to the Company that use of the Gift Card will comply with these Terms and all applicable laws, rules and regulations, and the Gift Card will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to consumers. Gift Cards cannot be used to purchase other gift cards, reloaded, resold, used for payment outside of the Services, used for unauthorized marketing, sweepstakes, advertising, or other promotional purposes, redeemed for more than face value, transferred for value, redeemed for cash, or returned for a cash refund (except to the extent required by law). Gift Cards do not expire, and the Company will not assess a service fee or dormancy fee with respect to a Gift Card.

**Changes and Pricing.** The Company may, at any time, revise or change the pricing, availability, specifications, content, descriptions or features of any Offerings. While we attempt to be as accurate as we can in our descriptions for the Offerings, we do not warrant that Offering descriptions are accurate, complete, reliable, current, or error-free. If an Offering itself is not as described on the Services, then your sole remedy is to return it (for physical products, in unused condition). The inclusion of any Offerings for purchase through the Services at a particular time does not imply or warrant that the Offerings will be available at any other time. We reserve the right to change prices for Offerings displayed on the Services at any time, and to correct pricing errors that may inadvertently occur (and to cancel any orders in our sole discretion that were purchased with pricing errors). All such changes shall be effective immediately upon posting of such new Offering prices to the Services and/or upon making the customer aware of the pricing error.

**Order Acceptance; Shipment.** Once we receive your order for an Offering, we will provide you with an order confirmation. Your receipt of an order confirmation, however, does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. We reserve the right at any time after receiving your order to accept or decline your order for any reason and in our sole discretion. If we cancel an order after you have already been billed, then we will refund the billed amount. Title and risk of loss for any purchases of physical products pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you), and notwithstanding anything to the contrary, the portion of any order that is partially shipped may be charged at the time of shipment. All orders are shipped using one of our third party couriers. Online tracking may be available at our courier's website (for example, FedEx), though we make no warranties regarding its availability because it is not under our control. While deliveries may be scheduled for a specified arrival, we cannot guarantee delivery by any specific date or time.

**No Refunds.** All purchases on the Services are non-refundable, unless we agree otherwise in writing. We do not provide refunds for any purchases that you might make on or through the Services, including for any Offerings.

**No Delivery to Children.** In furtherance of our policy of not collecting personal information from persons under the age of 13, users are not allowed to give the Company the personal information of any persons under the age of 13 for delivery or shipping purposes or any other reason.

# TERMS & CONDITIONS



## 6. YOUR USE OF THE SITE

You must be at least 13 years old or the minimum age required by applicable laws to use Fozeus NFT. If you are under the specified age, you affirm that you have obtained permission from a parent or legal guardian to use the platform.

Any action that undermines the Site's security, preventing access to the Site, otherwise damage to the Site or the information thereon or causing harm to other users of the Site is expressly prohibited. Fozeus reserves the right to bar any such activity and to take other legal actions to ensure compliance. This includes, but is not limited to, cease-and-desist warnings, court orders, injunctions, fines, damages relief, and so on.

## 7. INDEMNITY

You agree to indemnify and hold Fozeus, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Fozeus by any third party due to or arising out of or in connection with your use of the Site or any wilful misconduct on your part.

## 8. LIMITATION OF LIABILITY

To the extent permitted by law, in no event will Fozeus be liable to you for any direct, indirect, consequential, exemplary, or incidental damages, including but not limited to lost profits or revenues, loss resulting from business interruption or any other loss even if Fozeus has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms & Conditions, Fozeus is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any Site, Fozeus's aggregate liability shall in no event exceed an amount greater of one dollar or any amounts actually paid in cash by you to Fozeus for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Site.

Any action concerning any dispute you may have with respect to the Site or the Services must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

## 9. COPYRIGHT

The copyright to the contents of the Site and all downloads is owned by Fozeus and/or its licensors. All rights are reserved. The information on the Site, including but not restricted to text, presentations, figures, images and sounds, may not be reproduced, transferred, distributed or saved without the prior written consent of Fozeus. Fozeus does, however, grant the right to copy, save, display and reproduce the contents of the Site (or parts thereof) for personal use only, provided that:

- said contents are used exclusively for information purposes and not for commercial and/or political purposes;
- every copy or part thereof bears an acknowledgement of its having come from the Site.

# TERMS & CONDITIONS



## 10. BRANDS AND LOGOS

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## 11. DOWNLOADING FILES

Fozeus cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

## 12. PLATFORMS MADE AVAILABLE VIA THE SITE

Any platforms (including any updates or upgrades to the platform), tools which is made available for download or use from the Site (the 'Platforms') is the work of Fozeus and/or third-party suppliers that is protected by copyright laws. The use of the Platforms is subject to the terms of use and all other written terms and conditions that apply to the Platform as well as to specified services, functions, and offerings provided on, or through, the Site.

You may not incorporate any portion of the Platform into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Software in whole or in part. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Platform, whether in whole or in part. We may offer automatic or manual updates to the Platform at any time and without notice to you. Reproduction or redistribution of the Platforms may lead to the imposition of fines in civil and/or criminal proceedings. Any use, reproduction, or redistribution of the Platforms not in accordance with these Terms of Use and is expressly prohibited. Fozeus hereby excludes all guarantees in relation to the Platforms.

## 13. PRIVACY

Information transmitted via the Site or by e-mails to Fozeus will be deemed not confidential, unless you specifically say otherwise. Fozeus will process your personal data when you use the Site or communicate via email with Fozeus. Such processing of personal data is in accordance with Fozeus Privacy Policy. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## 14. AMENDMENTS AND APPLICABLE LAW

Fozeus reserves the right to amend these Terms of Use at any time. Such amendments are equally binding on you and you should therefore regularly visit this page to read the latest Terms of Use which you are bound by. Notwithstanding the foregoing, Fozeus shall always have the right to institute legal proceedings in any court of competent jurisdiction whether under these Terms of Use or any other agreement.

If a competent court rules that particular provisions of these Terms of Use are not legally valid or not practicable, the invalidated provisions of the Terms of Use will be deemed to have been

## TERMS & CONDITIONS



deleted from the Terms & Conditions although the remaining provisions of the Terms & Conditions remain in full force.

### **15. ADDITIONAL RIGHTS RETAINED**

Should you choose a username or any comparable identifier for your account, we reserve the right to modify it if we deem such action appropriate or necessary. This encompasses instances where the chosen identifier violates someone's intellectual property rights, including patents, copyrights, and trademarks, or impersonates another user.

### **16. CONTACT**

For any further questions about the Site or regarding these Terms of Use please contact via e-mail: [hello@fozeus.me](mailto:hello@fozeus.me). We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.