

# TERMS OF USE



Effective Date as of April 12, 2023

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

## 1. INTRODUCTION

The website <https://fozeus.com/>, 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 of Use) set forth below. By visiting the Site and viewing its contents, you accept the Terms of Use 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.

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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

We offer diverse communication channels within Fozeus Socialfi, enabling seamless interaction among users. Through our platform, you can engage with others via text-based messages, conduct audio conversations, participate in video calls and chats, as well as effortlessly share images and video files. These varied communication tools are designed to facilitate meaningful connections, allowing users to engage in real-time discussions, visually connect, and exchange multimedia content, fostering a vibrant and interactive community experience.

## 5. PRICE

We provide our services to you without charging any direct fees. However, it is important to note that you are responsible for any associated expenses incurred from your use of our services, including carrier data plans, internet fees, and other applicable charges or taxes. Your usage of our services may result in additional costs determined by your individual service providers or applicable local regulations. We advise users to be aware of and manage any associated expenses related to their use of our services on Fozeus Socialfi.

## 6. PRODUCT PURCHASES

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including discounts, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

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Fozeus may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice.

In addition, if you purchase any of the products or services offered by affiliated companies and certain other businesses through the Site, you agree to comply with the applicable terms for any affiliated companies and certain other businesses with which you have access to through the Site. Fozeus does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. By accessing or using the product or services through our Site, you accept the terms and conditions relating to such product or service and you undertake to release Fozeus and its representatives from any liability for any claims, costs, losses or damage of any kind arising from or arising in connection with the products or services accessed through our Site.

### **7. YOUR USE OF THE SITE**

You must be at least 13 years old or the minimum age required by applicable laws to use Fozeus SocialFi. 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.

### **8. YOUR ACCOUNT**

We may require you to register for an account (including setting up a username and password), and you may be required to be logged in to the account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Fozeus immediately of any unauthorised use of your account or password, or any other breach of security. You may be held liable for losses incurred by Fozeus or any other user of or visitor to the Site due to someone else using your username, password or account as a result of your failing to keep your account information secure and confidential. Fozeus cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **9. DURATION; RENEWAL AND TERMINATION**

You have the autonomy to discontinue your usage of our services at your discretion by either deleting or deactivating your account. Our system reserves the right to modify, suspend, or terminate your access or utilization of our services in accordance with the conditions outlined in our Community Guidelines. Such actions may be taken based on adherence to our community standards, and any violation of these guidelines could result in alterations to, suspension of, or termination of access to our services.

### **10. 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.

## TERMS OF USE



### 11. 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 of Use, 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.

### 12. COPYRIGHT

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### 14. 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.

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### 15. 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.

### 16. 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 and Cookie 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.

### 17. 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 deleted from the Terms of Use although the remaining provisions of the Terms of Use remain in full force.

### 18. 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.

### 19. CONTACT

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