

DISCLAIMER

Disclaimers

1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO THE MAXIMUM EXTENT THAT THIS DISCLAIMER APPLIES TO YOU AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY THE COMPANY: (A) THE FLUZCOINS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND/OR WARRANTIES AS TO THE FLUZCOINS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE FLUZCOINS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE FLUZCOINS WILL BE CORRECTED; AND (C) THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE FLUZCOINS OR THE DELIVERY MECHANISM FOR FLUZCOINS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

2. The Company does not make or purport to make, and hereby disclaims, any representation warranty undertaking or covenant in any form whatsoever to You and to any entity or person.

3. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in clause 40 may not apply to you.

4. Neither these Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. FLUZCOINS should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

5. No regulatory authority has examined or approved of any of the information set out in these Terms and/or the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or the Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with.

Dispute Resolution. Arbitration

6. PLEASE READ THE FOLLOWING CLAUSES CAREFULLY BECAUSE THEY CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY AND THE COMPANY PARTIES.

7. **Binding Arbitration.** Except for any disputes, Claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either you or the Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) save as expressly provided herein, waive your respective rights to have any and all Disputes arising from or related to these Terms resolved in any court, and (ii) waive your respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court) as provided in these Terms.

8. No Class Arbitrations. Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9. Notice; Informal Dispute Resolution. Each Party will notify the other in writing of any Dispute within thirty (30) days of the date it arises, so that the other Party may attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at ico@FLUZCOIN.io. Notice to you shall be either posted on the Company's website or, if available, will be sent by email to any email address you provide the Company during the FLUZCOIN Sale. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or the Company may, as appropriate and in accordance with clauses 46 to 50 (inclusive) (Dispute Resolution. Arbitration), commence an arbitration proceeding or, to the extent specifically provided for in clauses 46 to 50 (inclusive) (Dispute Resolution. Arbitration), file a claim in court.

10. Process. Any arbitration will occur in Panama and will be in Spanish language. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the Panamanian Law, which is hereby incorporated by reference. The courts of competent jurisdiction located in Panama will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision or award.

Governing Law and Jurisdiction

11. These Terms will be governed by and construed and enforced in accordance with the laws of Panama, without regard to conflict of law rules that would cause the application of the laws rules or principles of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of Panama.

Severability

12. If any term clause or provision of these Terms or any part of any term, clause or provision of these Terms is held unlawful void or unenforceable or becomes invalid or illegal it shall be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

13. If any term clause or provision of these Terms or any part of any term, clause or provision of these Terms is held unlawful void or unenforceable or becomes invalid or illegal it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under these Terms shall not affect the validity and enforceability of the rest of the Terms.

Data Protection.

14. As part of the White-Listing Process, the Company may request certain information from you, such as your User Credentials and additional user information, as well as additional information in order to verify your identity. This may require the

Company to request documents to include, but not be limited to, certified copies of documents verifying: (i) your identity; (ii) your address; (iii) the source of your wealth; (iv) the source of funds used for the purposes of acquiring FLUZCOINs; and (v) any other documents or data from which you can be identified. Your User Credentials, additional user information as well as the items referred to in sub-paragraphs (i) to (v) of this clause 56 shall hereinafter be referred to as your "Personal Data".

15. The Company will not disclose your Personal Data except as expressly permitted under these Terms and otherwise only with your prior consent. However, the Company may be required to disclose your Personal Data and/or certain other information about you to relevant competent authorities to the extent required by law or by an Order of a Court or competent authority. By accepting these Terms, you expressly agree and consent to your Personal Data being disclosed to such third parties to any extent required for the purposes of compliance with applicable law.

16. The Company will process your Personal Data in accordance with the Data Protection Act 2004, as may be amended (the "Data Protection Act"), and you agree that the Company, as the data controller, may directly or through the Company's service providers or agents process your Personal Data for any one or more of the following purposes:

- (a) the purchase of the FLUZCOINs pursuant to these Terms;
- (b) providing you with information about the Company and its products and range of services;
- (c) compliance with relevant 'Know Your Client' and Anti-Money Laundering requirements under applicable law;
- (d) management of enquiries and complaints;
- (e) processing of transactions related to the FLUZCOIN Sale;
- (f) opening, maintaining or operating a bank account in the Company's name;
- (g) subject to clauses 56 to 61 (inclusive) (Data Protection), resolving any disputes with you;

(h)producing summary information for statistical, regulatory and audit purposes; or
(i)any other reasonable purposes in accordance with applicable law.

17. Under the Data Protection Act you have a right to access your Personal Data held by the Company, and it is your responsibility to inform the Company of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to the Company should you wish to enforce these rights.

18. You agree that the Company may, for the purposes set out in clause 58, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms you are authorizing and expressly consent to the processing of your Personal Data by the Company, its agents and/or its service providers, provided that where your Personal Data is processed by entities other than the Company, its agents or its service providers, the Company shall seek your prior written consent in respect of such processing.

19. You acknowledge, accept and understand that these Terms, insofar as they relate to the controlling and processing of your Personal Data by the Company and/or its agents or service providers are only relevant to the processing of your Personal Data for the purposes set out in clause 58, and that you may be requested to sign and/or agree to a separate and additional agreement and/or additional terms and conditions (any of these a "Supplementary Agreement" and together "Supplementary Agreement(s)") in order to access any future Platform or service or application and/or use the FLUZCOINs. Such Supplementary Agreement(s) will govern the Terms under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Platform and/or the FLUZCOINs.

Miscellaneous

20. These Terms and the Available Information constitute the entire agreement between you and the Company relating to your purchase of FLUZCOINs from the Company.

21. The Company may make changes to these Terms from time to time (including during the FLUZCOIN Sale) as reasonably required to comply with applicable law or regulation. If the Company makes such changes, it will post the amended Terms at the following website: <https://FLUZCOIN.io>. It shall be your obligation to ensure you are aware of the latest version of these Terms during the FLUZCOIN Sale. The amended Terms will be effective immediately.

22. The Company may assign its rights and obligations under these Terms without your consent.

23. The Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The Company will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond the Company's reasonable control.

24. Purchasing FLUZCOINs from the Company does not create any form of partnership, joint venture or any other similar relationship between you and the Company.

25. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity.

26. You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Company provides to you, including these Terms, will be provided in electronic form.

27. You and the Company acknowledge that, in accepting these Terms, neither you nor the Company do so on the basis of, and do not rely on, any representation, warranty or other provision except as expressly provided therein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

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Schedule 1

(Risks relating purchasing, holding, selling and/or using FLUZCOINs)

Important Note: You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to participate in the FLUZCOIN Sale. To the best of the Company's knowledge and belief, all risk factors which are material to you in making an informed judgment to participate in the FLUZCOIN Sale have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company and the maintenance and level of usage of the FLUZCOINs could be materially and adversely affected. In such cases, the trading price of FLUZCOINs (in the case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or otherwise)) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your FLUZCOINs or the economic value thereof.

By purchasing, holding and using FLUZCOINs, you expressly acknowledge understand and assume the following risks:

Risk of Losing Access to FLUZCOINs Due to Loss of Private Key(s)

1. A private key, or a combination of private keys, is necessary to control and dispose of FLUZCOINs stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing FLUZCOINs may result in loss of such FLUZCOINs. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your FLUZCOINs. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store FLUZCOINs, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your

FLUZCOINs. Additionally, your failure to precisely follow the procedures set forth in for buying and receiving FLUZCOINs, including, for instance, if you provide an incorrect FLUZCOIN Receipt Address,

Risk of Hacking and Security Weaknesses

2. Hackers or other malicious groups or organizations may attempt to interfere with the Platform or the FLUZCOINs in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and the FLUZCOINs

Risks Associated with Markets for FLUZCOINs

3. The FLUZCOINs are intended to be used solely on the Platform and the Company may not enable or otherwise facilitate any secondary trading or external valuation of FLUZCOINs. This may restrict the contemplated avenues for using FLUZCOINs to the provision or receipt of the FLUZCOIN, and could therefore create illiquidity risk with respect to any FLUZCOINs you own. Even if secondary trading of FLUZCOINs is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to FLUZCOINs (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing the FLUZCOINs as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that

the FLUZCOINs are not offered by the Company or its affiliates on an investment or speculative basis. You further acknowledge that any funds you consider to be invested in the Company, the Platform or the FLUZCOINs will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not be guaranteed by the laws of Panama, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Panama.

Risks Associated with Uncertain Regulations and Enforcement Actions

4. Blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the smart contract implemented in the FLUZCOIN Sale and which may, inter alia, result in substantial modifications to the smart contract, including its termination and the loss of your FLUZCOINs.

5. Additionally, regulation of the business of the Company may be uncertain in various jurisdictions owing to the potential crossovers between the treatment of the business of the Company across financial services and blockchain technology laws and regulations.

6. It is not known what regulatory framework the proposed Platform and associated applications will be caught by, the nature and obligations that will be imposed on Company in order to comply with any such regulatory framework or when/if Company will even be able to apply to be regulated so that it may lawfully carry out its proposed business activities.

Risk of Uninsured Losses

7. Unlike bank accounts or accounts at some other financial institutions, FLUZCOINs are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of value, there is no public insurer or private insurance arranged by the Company, to offer any recourse whatsoever to you.

Risks Associated with Uncertain Regulations and Enforcement Actions

8.The regulatory status of the FLUZCOINs and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Platform and the FLUZCOINs. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the FLUZCOINs. Regulatory actions could negatively impact the Platform and the FLUZCOINs in various ways, including, for purposes of illustration only, through a determination that FLUZCOINs are a regulated financial instrument that require registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risks Arising from Taxation

9.The tax characterization of FLUZCOINs is uncertain. You must seek your own tax advice in connection with purchasing, holding and utilizing FLUZCOINs, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

Risk of Alternative Networks

10. It is possible that alternative networks could be established in an attempt to facilitate services that are materially similar to the FLUZCOIN. The Platform may compete with these alternative networks, which could negatively impact the Platform.

Risk of Insufficient Interest in the Platform or Distributed Applications

11. It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Platform) more generally. Such lack of use or interest could negatively impact the development of the Platform. The creation and issue of the FLUZCOINs and the development of the Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand and accept that there is no warranty or assurance that, even if the Platform is partially or fully developed and launched, you will receive any benefits through the FLUZCOINs that you hold.

Risks Associated with the Development and Maintenance of the Platform

12. The Platform is yet to be developed and may undergo significant changes over time during its development. Although the Company intends for the FLUZCOINs and Platform to follow the specifications set forth in the White Paper, and will take commercially reasonable steps toward those ends (subject to internal business description), the Company may have to make changes to the specifications of the FLUZCOINs or Platform for any number of legitimate reasons. This could create the risk that the FLUZCOINs or Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite the Company's good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and FLUZCOINs and their value.

Risk of Hard Fork

13. The Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release.

14. As part of the development, an upgrade to the FLUZCOIN may be required (hard-fork of FLUZCOIN) and if you decide not to participate in such upgrade, you may no longer be able to use your FLUZCOINs and any non-upgraded FLUZCOINs may lose their functionality in full.

Risk of Dissolution of the Company or Platform

15. It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of the Payment Currency (or other cryptographic and fiat currencies), decrease in the FLUZCOINs' value due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may dissolve.

Risks Arising from Lack of Governance Rights

16. Because FLUZCOINs confer no governance rights of any kind with respect to the Platform or Company or its corporate affiliates, all decisions involving the Platform or Company will be made by Company at its sole and absolute discretion, including, but not limited to, decisions to discontinue the Platform, to create and sell more FLUZCOINs for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the FLUZCOINs you hold (including their value).

Risks Involving Cloud Storage

17.If the Company decides to provide a decentralized cloud storage service to individual and institutional clients, including users and applications, the FLUZCOIN is susceptible to a number of risks related to the storage of data in the cloud. The FLUZCOIN may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyber attack or other malicious activity. Similarly, the FLUZCOIN may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Platform, there is the risk that the FLUZCOIN may become unavailable or interrupted based on a failure of interoperability.

Unanticipated Risks

18.Cryptographic FLUZCOINs such as the FLUZCOINs are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with your purchase, holding and use of FLUZCOINs, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Schedule 1.

Risks identified in the White Paper

19.There are several other risks which have been identified and which are set out in the White Paper (in particular in the 'Legal Considerations, Risks and Disclaimer' section of the White Paper) (the "Risks Identified in the White Paper"). The Risks Identified in the White Paper are deemed to be incorporated by reference into these Terms and you are strongly urged to review and consider the Risks Identified in the White Paper as well as the risks set out above.
