

PLASMA USER TERMS AND CONDITIONS

This Fuzion - User Terms and Conditions, which includes terms under which Fuzion provides its services to users (these "**Terms**"), effective upon the effective date of its publication on the website at <https://Fuzion.app> or any subsidiary sites, sets out the terms and conditions of your use of the Fuzion platform (the "**Platform**"). The provisions of these Terms will govern your use of the Platform (as defined below) and of the Services (as described below), and you should therefore take time to read these Terms carefully.

The Platform is intended for users who are at least 21 years old, or otherwise of sufficient legal age and capacity in their jurisdiction to contract. By participating on this site (of any Fuzion created product) or using our Services, you agree to be bound by these terms and all of the terms incorporated herein by reference. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM OR THE SERVICES AND DOING SO IS AT YOUR OWN RISK.** Fuzion and the team it represents takes no responsibility for any customer actions and interactions.

Fuzion (and its associated products) functions solely as an intermediary technology platform, and the Services solely comprise provision of (but not limited to) (a) tools and custom contract modules for third party issuers to exchange tokens, launch their own Projects and manage community relationships, and (b) a user interface allowing Projects and users to connect and communicate information regarding Projects, and Fuzion is not a party to a user's participation in any Project.

Users are wholly responsible for their decision to engage with third party issuers or any particular Project on the Platform. The relationship and dealings between a user and a user, or a user and the relevant Project shall be governed by the relevant legal agreement or contract entered into directly between the parties, and Fuzion is not a party to the direct contractual relationship between a user and a Project; accordingly Fuzion does not assume any responsibilities or liabilities whatsoever in this regard. Fuzion shall in no circumstances be construed as a seller, introducer or promoter of any digital tokens or any Project or interaction between parties.

1. GENERAL

- 1.1. By using the Platform or connecting your wallet ("**Account**"), you agree to comply with and be legally bound by these Terms. If you do not agree to any of the terms set forth in these Terms, or any subsequent modification to these Terms, you may not access or use any of the Service.
- 1.2. To be eligible to use the Services, and by connecting your wallet, You represent and warrant that you are 21 or older and in particular, you shall:
 - (a) provide true, accurate, current, and complete in all respects information about yourself requested during any KYC or AML or Account creation (including without limitation name, date of birth, email address, credit card details, and other details) should it be requested;
 - (b) maintain and promptly update from time to time as necessary your information where there are changes;
 - (c) maintain the security of your wallet and account and accept all risks of unauthorised access to your Account and the information you provide to us;

- (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account;
 - (e) not buy, sell, rent or lease access to your Account or username; and
 - (f) not share your Account password or seed phrase with anyone.
- 1.3. We may amend or modify these Terms by posting such amended or modified Terms on the Platform or by notifying you about the changes via email. By continuing to access or use the Services once the amended Terms are effective, you agree to be bound by its terms.
- 1.4. We reserve the right to (a) modify or discontinue any portion of the Services, and (b) suspend or terminate your access to the Services, at any time, and from time to time, without notice to you in certain, limited circumstances described herein. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein.

2. KYC/AML COMPLIANCE

- 2.1. For Fuzion products that require KYC or AML, All users and third party issuers are required to comply with all "Know Your Customer" ("**KYC**") and "Anti Money Laundering" ("**AML**") laws and regulations in all applicable jurisdictions, and provide all documentation/information as requested by Fuzion. This may include, without limitation verification of user identity with multi-factor authentication, layered security, obtaining proof of address (utility bill or bank statement), screening identifying information against trusted third-party source such as international databases, analysing whether there is logical inconsistency between identifying information provided.
- 2.2. Fuzion and its products, reserves the right, at its sole discretion, to reject any users or third party issuers, reject any Project or withdraw the listing of any Project on the Platform in the event that it deems any such Project's AML or KYC policies to be deficient or detrimental to the interests of any parties involved in any manner whatsoever.
- 2.3. By using the Services and accessing the Platform, you represent and warrant that your use of the Services complies with all KYC and AML laws of all applicable jurisdictions.

3. LICENCE

- 3.1. We hereby grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable and non-assignable license, subject to the terms herein, to access and use the Platform solely for the purpose of connecting with Projects and/or users on the Platform. Any other use of the Platform is expressly prohibited. You agree to use the license subject to the charges and fees as detailed further in this document.
- 3.2. All other rights in the Platform are reserved by us. We reserve all rights in the Platform and you agree that these Terms does not grant you any other rights in or licenses to the Platform. You will

not otherwise copy, transmit, distribute, sell, license, de-compile, reverse engineer, disassemble, modify, publish, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the content available on the Platform or any derivative works thereof, in whole or in part for commercial or non-commercial purposes.

- 3.3. If you violate any portion of these Terms, your licence to access and use the Services may be terminated pursuant to these Terms without requirement of a notice. In addition, we reserve the right to enforce all remedies available at law and in equity for any such violation.

4. TOKEN

- 4.1. The Platform comprises a native interoperable utility token which functions as the native governance token and incentive which would be distributed to encourage users to exert efforts towards contribution and participation in the ecosystem on the Fuzion platform and or any of its sub products. .
- 4.2. As part of the platform's goal to become fully decentralized and controlled by the community, the token would allow holders to propose and vote on governance proposals to determine future features of the Fuzion platform, for example the projects which may get launched on the platform, or proposals for marketing/publicity/project contributions. The right to vote is restricted solely to voting on features of the Fuzion platform; it does not entitle holders to vote on the operation and management of Fuzion, its affiliates, or their assets or the disposition of such assets to token holders, or select the board of directors of these entities, or determine the development direction of these entities, nor does it constitute any equity interest in any of these entities or any collective investment scheme; the arrangement is not intended to be any form of joint venture or partnership.
- 4.3. As a security deposit, potential third party projects will be required to deposit a minimum amount of tokens before the proposal goes to voting.
- 4.4. As part of the user engagement the platform reserves the right to a rewards program, which will be distributed as rewards to incentivise community members to contribute to projects as well as in the governance/project selection process. For example, users which actively participate in governance, share information, help with project due diligence or development work would receive benefits or rewards to encourage such participation.
- 4.5. By requiring each user to stake a meaningful amount of token before it may access platform services that require it, launch projects, or contribute to projects/voting, it becomes economically inefficient to attempt to attack or manipulate the system. The stake also acts as a guarantee of proper conduct on the part of the user (will be slashed for malicious behaviour).
- 4.6. The token has the following features:

- (a) it does not have any tangible or physical manifestation, and does not have any intrinsic value (nor does any person make any representation or give any commitment as to its value);
- (b) it cannot be exchanged for cash (or its equivalent value in any other digital asset) or any payment obligation by Fuzion or any of its affiliates;
- (c) it does not represent or confer on the token holder any right of any form with respect to Fuzion or any of its affiliates), or its revenues or assets, including without limitation any right to receive future dividends, revenue, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary right in any entity (including all forms of intellectual property or licence rights), right to receive accounts, financial statements or other financial data, the right to requisition or participate in shareholder meetings, the right to nominate a director, or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the Fuzion platform or Fuzion;
- (d) it is not intended to represent any 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;
- (e) it is not intended to be a representation of money (including electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment;
- (f) it is not a loan to Fuzion or any of its affiliates, is not intended to represent a debt owed by Fuzion or any of its affiliates, and there is no expectation of profit;
- (g) it does not provide the token holder with any ownership or other interest in Fuzion or any of its affiliates; and
- (h) it does not provide any economic or legal right over or beneficial interest in the assets of Fuzion or any of its affiliates, or any Project.

5. USE OF SERVICES; RELATIONSHIP

- 5.1. You acknowledge and agree that the Platform and associated products merely functions as an intermediary providing a user interface connecting third parties and related supporting Services, allowing users to obtain information regarding Projects and for Projects to launch their own IDO projects on the Platform. Fuzion does not actively introduce users to Projects or *vice versa*. Further, Fuzion does not act as a fiduciary or custodian in relation to any funds which you may place with a Project, and any claim relating to these funds are solely against the relevant third party issuer for the Project which bears sole responsibility for such funds.
- 5.2. Creating an Account on the Platform is free. The Platform reserves the right to charge fees in the future, including without the limitation the following:
 - (a) Fuzion may charge project participants fees of 0.5% to 1% of the value of the transaction; and
 - (b) Depending on the Project's requirements, Fuzion may charge third party issuers of Projects a separate fee for technical support.

- 5.3. Prior to charging any fees, the fee schedule will be published on Platform and Fuzion will allow users to review such fees before accepting them. The Platform works with a variety of payment service providers, and Fuzion cannot be responsible for their actions, omissions or performance. Projects and users are each separately responsible for paying any additional value added taxes, income taxes or other taxes or fees associated with their activities on the Platform.
- 5.4. Further, transactions on the Platform may require interaction with the relevant blockchain network, and such transaction will require virtual "gas" fees to be paid to third-party miners/validators on such relevant blockchain network as consideration for their services in confirming such blockchain transactions. All such fees and costs shall be borne by you.
- 5.5. The content provided on the Platform by third party issuers may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide users with as complete and accurate information as possible, information may be changed or updated from time to time without notice. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we shall have no liability for such decisions.
- 5.6. From time to time, the Platform may contain references or links to third-party materials (including, without limitation, websites) and third-party applications which are not controlled by us. Such information, links, and third-party applications are provided as a convenience to you. Such links should not be considered endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Platform, including without limitation content, property, goods or services available on the linked sites or services.
- 5.7. In connection with your use of the Services, and your interactions with other users, and third parties you agree and represent you will not engage in any illegal, unauthorized, or improper activity. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.
- 5.8. Fuzion may, at its sole discretion and without any prior notification suspend, restrict, or terminate your access to any or all of the Services and/or Platform, and/or deactivate or cancel your Account if:
 - (a) we are so required by an enforceable subpoena, court order, or binding order of the court or government authority; or
 - (b) we reasonably suspect you of using your Fuzion Account in connection with illegal, unauthorized, or improper activity; or

- (c) we are required to do so in order to comply with KYC/AML laws and regulations; or
- (d) you violate any of these Terms.

- 5.9. Fuzion shall not be responsible for any content or other services provided by any third party issuer, or for any payments to be made by any Project to users. Such obligations shall be the exclusive liability of the relevant user and third party issuer under their direct contractual relationship.
- 5.10. All information provided by or on behalf of Fuzion is for informational purposes only and should not be construed as legal, tax or financial advice. In particular, the Platform's proprietary curation scoring system and report are provided to users for informational purposes only, and users should refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of Fuzion. You acknowledge, agree, and understand that you are solely responsible for assessing whether to participate in any Project. Before you decide to make any financial, legal, or other decisions relating to any Project, you shall conduct all appropriate due diligence and seek all appropriate legal, tax or financial advice from independent professionals in connection with the same. You acknowledge and agree that Fuzion does not, in any way, supervise, direct, control, or evaluate any Project and accordingly cannot be responsible for any Project.
- 5.11. Fuzion assumes no liability or obligations under or related to any third party issuer, Project, or any acts or omissions by any user or any third party issuer.
- 5.12. You agree to immediately notify Fuzion if you become subject to any legal or regulatory investigation or action, or if you becomes aware of any third-party claim regarding the Platform or any Project.
- 5.13. You acknowledge and agree that Fuzion assumes no obligations to help any user or third party issuer enforce any claims it might have towards any other user or third party issuer on the Platform, which may arise from their direct contractual engagements entered into on the Platform or based on any information provided by any party on the Platform.
- 5.14. Under the direct arrangement between third party issuers of Projects and users, third party issuers are required to use its best efforts to perform the following:
- (a) provide regular updates regarding process of the Projects, and timeline for delivery of associated products or services;
 - (b) work diligently and in good faith to deliver promised products and services;
 - (c) use all Project funds appropriately and complete the project as promised; and
 - (d) provide true and accurate information to all users, without any misrepresentations regarding any relevant matter.

The third party issuer promoting a Project is solely responsible for fulfilling promises of goods or services in relation to Projects launched. Where third party issuers are unable to satisfy the terms of their direct arrangement with users, they may be subject to legal action by users.

6. USER REPRESENTATIONS AND WARRANTIES

By registering to the Platform and opening of an Account, you shall represent and warrant to Fuzion as well as the Projects as follows:

- 6.1. you have read carefully and agree in full to the contents of these Terms and the whitepaper published on the Website;
- 6.2. these Terms comprise legal, valid and binding obligations on you, enforceable against you by Fuzion in accordance with the terms hereof;
- 6.3. these Terms and the consummation of the transactions hereinunder will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of it under: (a) any contract or agreement to which you are a party or by which you are bound; (b) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over you; or (c) any applicable law, statute, ordinance, regulation or rule; or (d) (if you are a legal entity) any provision of your constituting documents, by-laws or resolutions;
- 6.4. you are not a citizen, resident (tax or otherwise), permit holder or green card holder of the United States, China, Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime, nor are you under the control of any national or resident of these countries;
- 6.5. you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
- 6.6. you understand and agree that any cryptographic tokens, blockchain technology or Projects relating to distributed ledger technology related projects are new and relatively untested and outside of the control of Fuzion. There are various risks involved, for example cyber security risks, unfavourable regulatory action, or unclear legal/tax status of cryptographic tokens and Projects;
- 6.7. you understand and agree that we do not represent or warrant that the Services or the Platform is free of security vulnerabilities or secure from a hacker or other malicious attack, which may result in the loss of the user's confidential information or any other data;
- 6.8. you are fully aware and understand that there are risks associated with the Platform, the Services and Projects. In particular, Fuzion does not guarantee or represent that contributions to

any Project will be used as promised, that issuers of Projects will deliver on their promises, or that the Project will achieve any commercial goals/targets; Fuzion undertakes no duty to investigate claims made by issuers of Projects and accordingly does not endorse, guarantee, make representations, or provide warranties regarding the quality, safety, morality or legality of any Project;

- 6.9. you agree and acknowledge that Fuzion is not liable for any 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, and loss of use or data), arising out of or in connection with the usage of Platform and/or the Services;
- 6.10. you shall not (and shall not permit or authorise any other person to):
- (a) use the Platform in any manner that is not expressly authorised by these Terms;
 - (b) use the Platform (i) for any illegal, unauthorised or otherwise improper purposes or (ii) in any manner which would violate these Terms or breach any laws, regulations, rules or orders (including those relating to sale of securities, virtual assets, data privacy, data transfer, international communications or the export of technical or personal data) or violate the rights of third parties (including intellectual property rights and rights of privacy or publicity);
 - (c) remove any legal, copyright, trademark or other proprietary rights notices contained in the Platform or on any materials received or is given access to in connection with these Terms or the Services;
 - (d) advertise or provide products or services competitive with the Platform or access the Platform for competitive analysis or disseminate performance information relating to the Platform;
 - (e) sell, lease, share, transfer or sublicense the Platform or the Services, directly or indirectly, to any third party;
 - (f) use the Platform in a manner that, as determined by Fuzion in its sole discretion, constitutes excessive or abusive usage;
 - (g) interfere with, disrupt, degrade, impair, overburden or compromise the integrity of the Platform or any underlying software, any of Fuzion's systems or any of Fuzion's networks relating to the Platform (including by probing, scanning or testing their vulnerability);
 - (h) disobey any requirements, procedures, policies or regulations of networks in respect of the Platform as notified by Fuzion to you;
 - (i) attempt to gain unauthorised access to the Platform or Fuzion's other products and/or services, any of Fuzion's systems or any information not permitted by these Terms;
 - (j) use the Platform to transmit any (i) content that is illegal, tortious, defamatory, vulgar, obscene, racist, ethnically insensitive, or invasive of another person's privacy, (ii) content that promotes illegal or harmful activity, or gambling or adult content, (iii) viruses, worms, defects, Trojan horses, or any other malicious programs or code or items of a destructive nature or (iv) materials that could harm minors in any way;
 - (k) copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify or create derivative works of the Platform or any underlying software, any of Fuzion's systems or other products or services;

- (l) make any representations, warranties or commitments regarding the Platform on behalf of Fuzion; or
- (m) take any action that would subject the Platform to any third-party terms, including without limitation any open source software licence terms.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Platform and any Services, including their design elements or concepts and any and all underlying software and intellectual property, including, but not limited to any registered trademarks, are the property of Fuzion, and are protected by copyright, patent, trade secret and other intellectual property laws.
- 7.2. Fuzion retains any and all rights, title and interest in and to Platform and Services (including, without limitation, all intellectual property rights), including all copies, modifications, extensions and derivative works thereof. Your right to use the Platform and Services is limited to the rights expressly granted in these Terms. No licences to use any of trademarks or any other Fuzion brands are to be inferred or assumed pursuant to the use of any Services. All rights not expressly granted to you are reserved and retained by Fuzion.
- 7.3. You expressly agree not to duplicate, copy, transmit, distribute, license, reverse engineer, modify, publish, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the intellectual property of Fuzion without the express prior written consent of Fuzion.
- 7.4. You agree and grant Fuzion a worldwide, perpetual, irrevocable, royalty-free, sublicensable and transferable right and license to use, reproduce, communicate, distribute, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute any source code, designs, creative ideas, suggestions, proposal, plans, data or any other material or content submitted to the Platform, or incorporate such content into any form, medium or technology without compensation or further reference to you. You are solely responsible for all such content and you agree that these will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. This license will survive the termination of these Terms.

8. NO WARRANTY, LIMITATION OF LIABILITY

- 8.1. **TO THE FULLEST EXTENT PERMISSIBLE BY LAW, Fuzion DOES NOT WARRANT THAT THE PLATFORM OR ANY OF THE SERVICES AVAILABLE THROUGH IT WILL BE UNINTERRUPTED OR FREE FROM ERRORS. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN MATERIALS OR SERVICES AVAILABLE THROUGH THE WEBSITE OR THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY.WE MAKE NO REPRESENTATION OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR NON-INFRINGEMENT OF ANY CONTENT ON THE WEBSITE OR SERVICES AVAILABLE THROUGH IT. FUZION DOES NOT GUARANTEE THAT SMART CONTRACTS ARE**

INDEPENDENTLY AUDITED, AND USING THE PLATFORM IS COMPLETELY AT THE USER'S OWN RISK.

- 8.2. IN NO EVENT SHALL Fuzion, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY THE Fuzion INDEMNIFIED PARTIES), BE LIABLE FOR 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, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH ANY ACCEPTANCE OF OR RELIANCE ON THESE TERMS OR THE WEBSITE, OR WITH THE USE OF THE PLATFORM AND/OR THE SERVICES, OR ANY ACTION TAKEN IN THE BEST INTEREST OF THE PLATFORM (AT THE SOLE DISCRETION OF Fuzion).**
- 8.3. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. Fuzion SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Fuzion DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE. Fuzion ALSO SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR UNDERTAKING IN ANY FORM WHATSOEVER TO ANY ENTITY OR PERSON, INCLUDING ANY REPRESENTATION, WARRANTY OR UNDERTAKING IN RELATION TO THE TRUTH, ACCURACY AND COMPLETENESS OF ANY OF THE INFORMATION SET OUT IN THESE TERMS OR THE WEBSITE.**
- 8.4. Fuzion shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- 8.5. Electronic transmissions of data including the internet are public media and any use of such media is public not private. Information related to or arising from such use is either public or the property of those collecting the information and not personal or private information. Fuzion does not warrant and cannot ensure the security or confidentiality of any information you transmit to the Platform. Accordingly, any information you transmit to the Platform is transmitted at your own risk.
- 8.6. In the event of a dispute between any user and any third party issuer, you shall, to the fullest extent permitted by law, release the Fuzion Indemnified Parties from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
- 8.7. Each user and third party issuer acknowledges and agrees that the total aggregate liability of the Fuzion Indemnified Parties (whether arising under contract, negligence, tort, breach of statutory duty or otherwise) to any user or third party issuer shall not exceed an amount equal to US\$100.

8.8. Nothing in these Terms is intended to affect your rights under law. Each user and third party issuer acknowledges and agrees that these Terms allocate the risks between Fuzion and such user or third party issuer (as the case may be), and Fuzion only agrees to provide the Services in reliance upon this allocation of risk and the exclusion of damages as set forth in these Terms.

9. INDEMNITY

9.1. By using the Platform, you agree, to the fullest extent permitted by law, to indemnify and hold Fuzion, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of these Terms, your use of the Platform or any of the Services, your violation of any rights (including intellectual property rights) of any third party, your non-compliance with applicable laws or regulations in the jurisdiction in which you are accessing the Platform or the Services, or any action taken by Fuzion as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred. You agree to defend, indemnify and hold harmless Fuzion and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Platform or any breach by you of these Terms.

9.2. In particular, each third party issuer shall indemnify and hold the Fuzion Indemnified Parties harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

- (a) any harmful or malicious hidden code which disrupts, disables, damages, corrupts, harms, or otherwise impedes the Platform or the Project, viruses, worms, traps, back doors, access codes or trap door devices;
- (b) technical flaws, disturbances, economic exploits or issues in or with respect, or attacks on the Project, including without limitation any double spend attack, denial of service attack, transaction malleability attack, timejacking attack, delay routing attack, Sybil attack, eclipse attack, refund attack, balance attack, punitive and feather forking attack, or blockchain rollback;
- (c) any fraudulent false or materially misleading information provided to Fuzion, or any omission of material information;
- (d) any civil or criminal inquiry or investigation by any governmental authority into the third party issuer or the Project, or any products, services or digital token in connection therewith, or the promoters or issuer of said Project; or
- (e) any other incident, occurrence, fact or event that has (either individually or in the aggregate), or which Fuzion (in its sole discretion) believes may have an adverse effect on the Project, or any products, services or digital token in connection therewith, or the promoters or issuer of said Project.

10. MISCELLANEOUS

- 10.1. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.
- 10.2. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, Sections pertaining to suspension or termination, Fuzion Account cancellation, debts owed to Fuzion, general use of the Platform, disputes with Fuzion, and general provisions, shall survive the termination or expiration of these Terms.
- 10.3. The language in all parts of these Terms shall in all cases be construed as a whole, according to its fair meaning, and not strictly against Fuzion. The parties agree, to the fullest extent permitted by applicable law, to waive any applicable rule requiring the construction of these Terms or any provision hereof against Fuzion as the party drafting these Terms. Section headings in these Terms are for convenience only and are not to be construed as a part of these Terms or in any way limiting or amplifying the provisions hereof.
- 10.4. These Terms constitute the entire agreement between the parties with respect to the subject matter herein, and shall replace and supersede all prior agreements, negotiations, or understandings, whether written or oral, with respect to the subject matter herein, and may not be contradicted by evidence of any prior agreement.
- 10.5. These Terms, and any rights and licenses granted hereunder, are not transferred or assigned by you, but may be assigned by Fuzion without restriction.
- 10.6. Save as expressly provided to the contrary in these Terms, a person who is not a party to these Terms has no right to enforce or to enjoy the benefit of any term of these Terms. Notwithstanding any term of these Terms, no consent of any party who is not a party to these Terms shall be required for the waiver, variation or termination of any part of these Terms.
- 10.7. If you have any feedback, questions, or complaints, contact us via email at [*]. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Fuzion Account, and the issue on which you have feedback, questions, or complaints.
- 10.8. The laws of Panama (with the exclusion of its conflicts of law rules that might lead to the application of any other law) will govern the validity and construction of these Terms.

- 10.9. Any controversy, claim, dispute or disagreement that may arise between (a) any user or third party issuer and (b) Fuzion out of or in relation to these Terms shall be settled by arbitration in Panama.
- 10.10. Fuzion may use cookies, or other technologies, on this Platform. Cookies are small files or records that Fuzion may place on your web browser for collecting information about your activities on the Platform, preparing reports, assessing trends, and otherwise monitoring the way in which the Platform is being used. This is intended to enhance convenience for you, and to assist Fuzion to run an efficient operation. By accepting these Terms, you confirm your consent to Fuzion's use of cookies, and other such technologies, for these purposes.
- 10.11. You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorised to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or Services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability.
- 10.12. You understand that by using this Platform or any Services provided on the Platform, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Platform and any service at your sole risk and that Fuzion and its affiliates shall have no liability to you for content that may be deemed offensive, indecent, or objectionable
- 10.13. Fuzion is an independent party for all purposes. You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and Fuzion as a result of your use of this Platform and/or the Services.
- 10.14. These Terms constitute the entire agreement between you and Fuzion with respect to the subject matter hereof and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms), and every nature between and among you and Fuzion.
- 10.15. Your unauthorised use of this Platform may give rise to a claim for damages and/or be a criminal offence.

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