



Token Sale Terms

January 2018



SOFTWARE USER AGREEMENT AND TERMS OF TOKENS USE

This Software User Agreement and Terms of Tokens Use (the “Agreement”) defines terms of use of FXC smart contract and tokens on the decentralized distributed Ethereum blockchain Network (the “Network”). In order to use the Network, User (as defined below) must be at least 18 years old.

1. NATURE AND USE OF SMART CONTRACT AND TOKENS.

FXC smart contract (“smart contract” or “software”) is a software deployed and working on the decentralized distributed Ethereum blockchain Network at the address [TBA].

This software, initially developed and deployed by FuzeX (the “Company”), is the property of FuzeX.

FXC tokens (“tokens”) are part of the software and ensure its interaction with the Network.

User is an individual or entity who uses the Network and the Company’s software.

By using the smart contract, including its tokens, User expressly acknowledges and represents that User carefully had reviewed and accepted this Agreement between User and the Company and User agrees to be bound by the terms and conditions set out below.

This Agreement is deemed to be executed in the Republic of Korea between User and the Company on the date and time User starts using the Software.

2. DISCLAIMER AND LIMITATION OF LIABILITY.

THE SOFTWARE, INCLUDING TOKENS IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS’ COMPANY OR COPYRIGHT HOLDERS FOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (HEREINAFTER “COMPANY PARTIES”) BE LIABLE FOR ANY CLAIMS, DAMAGES, OR OTHER LIABILITIES, WHETHER IN AN ACTION OF CONTRACT, TORT, OR OTHERWISE, ARISING FROM, OUT OF, OR IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR TOKENS. IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR LOST PROFITS OR ANY

SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OUT OF, OR IN CONNECTION WITH USE OF THE SOFTWARE OR THE NETWORK.

3. PURPOSE OF THE SMART CONTRACT AND TOKENS.

The tokens are to be used in the FuzeX ecosystem and its software API for connecting customers and businesses via business offers("API").

Tokens provide software interaction with the Network by exchanging on Network tokens (also known as "Ether" or "ETH") and with the API by exchanging on offers.

The Company does not operate or maintain the Network or API, and as such, it has no responsibility or liability for the Network and the API or any ability to control third parties' use of the Network or API. The Company does not guarantee or ensure either exchange of tokens on the Network or use with the API.

Tokens are not intended to be a currency, digital currency, security, Commodity, or any other kind of financial instrument. Using software, including tokens, is not intended to produce any financial income. Tokens should not be exchanged or sold for money or for any kind of financial instruments or tangible goods.

Users are responsible for protecting access to their information to the Network, including without limitation, User names, passwords, account information and details, other identifying information, etc. The Company and the Company Parties shall not be responsible for any positive or negative outcome resulting from use of the software or the Network.

Users are responsible for any and all calculation, reporting, collection and remittance of taxes, and for other compliance with law in connection with the use of the software or the Network.

4. PROHIBITED USES.

By use of the Network, User warrants and agrees that the software and the Network shall only be used for legal purposes in compliance with law and not for any abusive or illegal purposes, such as bullying, cyberstalking, interference with or appropriation of information transmitted on the Network, engaging in or financing terrorism, fraud

or other unfair or deceptive practices, money laundering, intellectual property infringement, trade in prohibited materials or services, criminal activity, Ponzi schemes, or other similar, different, or related activities. Use of the software or the Network by User for any such activities shall result in the automatic and immediate termination of all rights granted to User under this Agreement and authorize the Company, in its sole discretion, to immediately suspend User's account and block and/or freeze any transactions or funds connected with User and terminate User's rights to use the software and/or the Network.

5. DESCRIPTION OF THE SOFTWARE.

Code of the software is open sourced and will be published on <https://github.com/fuzex>. Due to the nature of the Network, code of the working software cannot be changed after deployment. The maximum number of tokens implemented in the software is 2,000,000,000. The software does not permit change to the number of implemented tokens after the smart contract is deployed on the Network.

6. TOKEN EXCHANGE.

FuzeX provides exchange of tokens for business offers and for ETH using smart contract and other software developed by the Company. The Company does not guarantee the availability of such an exchange at any time, nor does it guarantee the exchange of offers of Ether for tokens. Exchanges are provided by the Company on an "as is" basis. The Company will not provide any refund of the exchanges under any circumstance.

7. Dispute Resolution.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be governed and interpreted by the laws of the Republic of Korea and settled by arbitration in accordance with the IACC Arbitration Rule (see https://github.com/Cryptonomica/arbitration_rules) in the version in effect at the time of the filing of any claim. (see also https://github.com/Cryptonomical/arbitration_rules/tree/master/Arbitration_Rules/IACC). The courts of the Republic of Korea shall at all times maintain personal and exclusive jurisdiction with respect to any arbitration for the resolution of such disputes. Unless the parties agree otherwise in

writing:

this Agreement shall be governed and interpreted by the laws of Republic of Korea;
all arbitration shall be held in the Republic of Korea;

use of electronic communication or transmission technologies
(i.e. teleconference, Skype, WhatsApp or other such technologies) shall not
change the applicable arbitration jurisdiction, regardless of the
location of participating parties in such communication;
the English version of this Agreement shall be the controlling
language and the language to be used in the arbitral proceeding; and
the arbitral tribunal shall decide *ex aequo et bono*.

Any dispute arising out of or related to this Agreement is solely between
User 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 a 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. By use of the
software and/or the Network, User hereby consents to the governing law of the
Republic of Korea and the exclusive
jurisdiction of the courts of the Republic of Korea in connection with
the enforcement of any arbitration.

8. Force Majeure.

The Force Majeure (Exemption) clause of the International Chamber of
Commerce (ICC Publication No. 421) is hereby incorporated herein.

9. Severability.

If any term, clause or provision of this Agreement is held
unlawful, void, or unenforceable, then that term, clause, or provision
will be severable from this Agreement and will not affect the
validity or enforceability of any remaining part in this Agreement.

10. Entire Agreement.

This Agreement sets forth the entire understanding between User and the Company with
respect to the subject matter hereof, and merges and supersedes any and all prior
agreements, discussions, and understandings, express or implied, concerning such
matters.

11. Other Provisions.

This agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at info@fuzex.com and immediately stop using this software. Do not use the FuzeX Ecosystem software until you have agreed with and have acknowledged this agreement and terms of use. This Agreement may not be assigned, licensed, or transferred, by User to any other person or entity. The Company reserves the right to assign this Agreement without restriction.

12. Modification of Terms.

The Company reserves the right to add, remove or change any provision of the terms of use of the software and the Network in its sole discretion. User of the Network will receive notice of such changes (by posting on the website or electronic communication) and any use of the software or the Network following receipt of such change indicates acceptance of such change and any and all subsequent transactions following such change will be subject to the changed terms of use.

13. ELECTRONIC COMMUNICATION

User acknowledges that communications from the Company may be in electronic form such as e-mail or other electronic media and may be posted on the website. User agrees to accept such communication as being 'in writing' and in satisfaction of the Company's obligation to give notice hereunder, and User consents to receiving notices under this Agreement in such form.

14. INDEMNIFICATION

User agrees to indemnify and hold FuzeX harmless from and against any and all claims, loss and expenses, including attorneys' fees, arising out of or related to User's use of the software or the Network, including any violation of this Agreement.