



P O Z E S S

TERMS & CONDITIONS

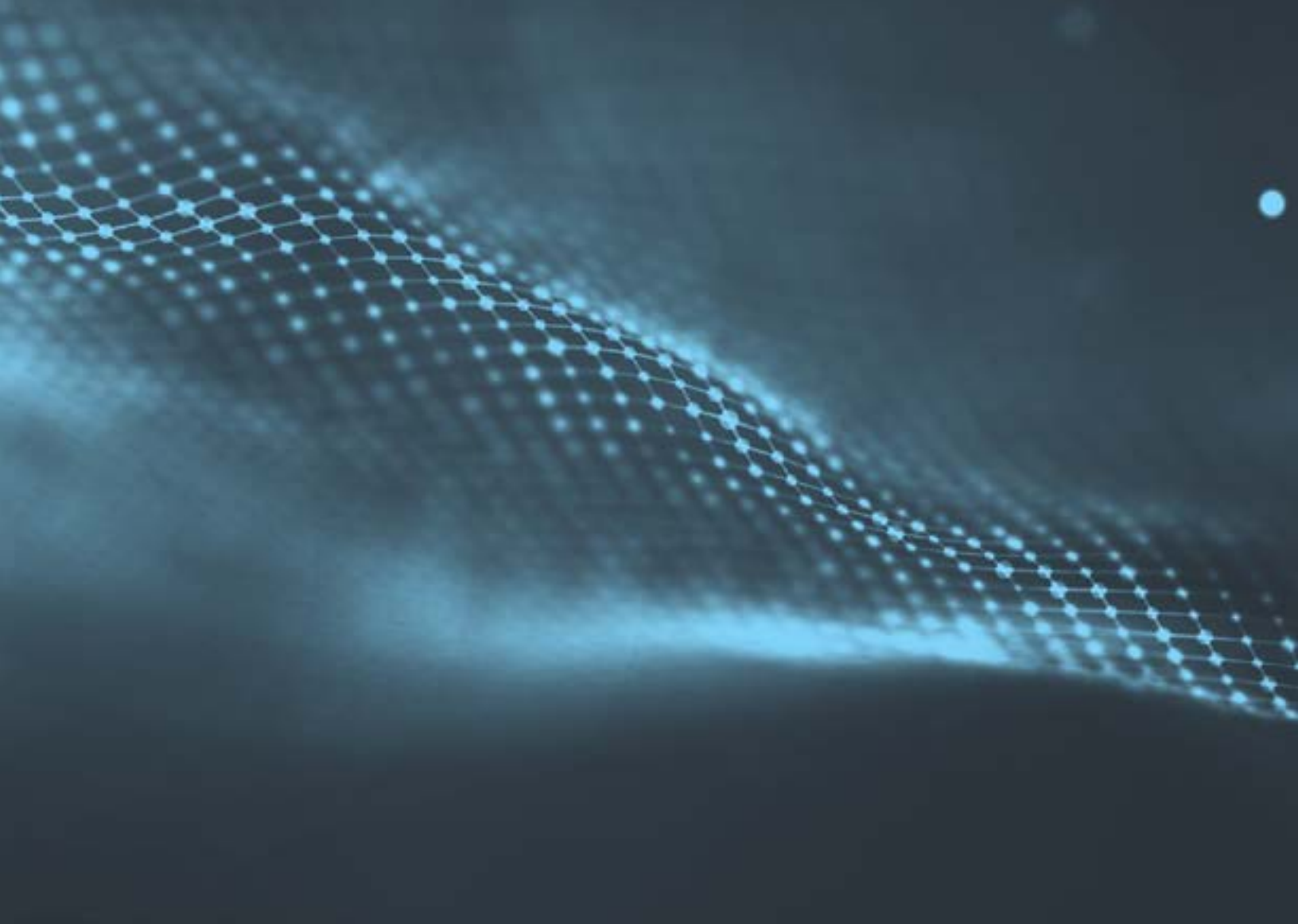
#1 Cryptocurrency Social Fashion Marketplace on Blockchain



POZESS

DISCLAIMER

By accessing, creating an account or by using the services rendered across the Pozess Website, and/or participating to the Pozess Token Sale as defined by this Terms & Conditions (T&C), Terms of Token Sale (TOS), The White Paper, and by the Privacy Policy, you are expressly accepting our terms and conditions of this T&C and that Pozess processing your personal data for the purposes exposed in this Privacy Policy. The Privacy Policy is part of the T&C for this Website, but has its own binding obligations apart from those provided in this document. If you do not agree with any of the terms of this T&C, then please do not use our Website and/or participate to the Pozess Token Sale.



1 | TERMS & CONDITIONS

These terms and conditions (hereinafter Terms) constitute the legal relationship and legally binding agreement between Pozess Limited, a Belize Company ("Pozess", "Company", "we" or "us") and each of Acquirer ("Purchaser", "Participant", "You", "Buyer") (hereinafter together Parties), in respect of the Token Generation Event of Pozess (hereinafter TGE).

By registering at KYC and AML platform to participate in TGE, each Acquirer confirms that he fully agrees to all the terms and conditions contained in this document.

If the Acquirer does not agree to the terms and conditions contained in this document, then the Acquirer may not participate in the TGE nor acquire PZS Tokens (The token issued by Pozess).

If you have any questions regarding these Terms, please contact Pozess at – support@pozess.com

ACQUISITION OF PZS TOKENS INCLUDES VARIOUS RISKS. BEFORE ACQUIRING ANY TOKENS YOU SHOULD CONSIDER ALL INFORMATION IN THESE TERMS, INCLUDING THE RISK FACTORS DESCRIBED IN ANNEX A BELOW, THE WHITE PAPER AND OTHER DOCUMENTS REFERRED TO IN THESE TERMS.

Your acquisition of PZS Tokens during this TGE is subject to these Terms. Neither these Terms nor any documents referred to in these Terms constitute a prospectus of any sort, nor a solicitation or recommendation for investment, nor an initial public offering, nor an offering of shares or equity, nor do they pertain to an offering of securities in any form or manner.

The issue of PZS Tokens is not and may not be construed as any kind of assurance, guarantee or promise that the Project will be successfully developed and/or that any of the services described as being part of the Project will be launched or offered.

These Terms govern exclusively the TGE of PZS Tokens and shall not apply or regulate the implementation of the Project or the provision of any services described as being part of the Project.

Pozess has the right to amend these Terms at any time by publishing a respective notice together with the amended version of the Terms at the Website. Pozess can also amend these Terms if there is any change in the laws or regulations, or any new or amended interpretation of such laws or regulations, or any action by any regulator or public authority which may, directly or indirectly, affect the TGE, the Project, Pozess and/or the Acquirers. The Acquirer's continued use of the Website after any amendments or alterations of these Terms shall constitute the Acquirer's consent hereto and acceptance hereof.

1.1 DEFINITIONS

“Accepted Currency” means ETH, BTC or FIAT.

“Acquirer” means you, i.e. the person registering to the TGE, transferring Accepted Currency and receiving PZS Tokens in return following the entry into an Agreement with Pozess.

“Affiliate” means, in relation to Pozess, its past, present and future employees, members of management bodies, officers, directors, parent companies, subsidiaries, shareholders, agents, representatives, service providers, legal successors and assigns.

“Agreement” means an agreement on the terms and conditions set out in these Terms, which shall be deemed to have been entered between you, the Acquirer, and Pozess from the moment you have accepted these Terms.

“Dispute” means any dispute, claim, suit, action, cause of action, demand or proceeding arising out or in connection with this Agreement, or the breach, termination or invalidity thereof, or otherwise in connection with the acquisition of PZS Tokens.

“KYC-AML”platform” means online platform where persons can register for TGE. KYC- AML platform is administered by Pozess.

“Pozess” means Pozess Limited, Registration Nos. 171,894 a company incorporated under the International Business Act Chapter 270 under the laws of Belize.

“Pozess Actions” means services and actions provided by Pozess regarding the Project as described in the White Paper

“Pozess Team” means the persons assigned by Pozess.

“Pozess Advisors” means the persons assigned by Pozess to act as advisors of our TGE

“ECA” means any early contribution agreement containing a future right to a specified number of PZS Tokens.

“ERC20” means the Ethereum Request for Comment No. 20 smart contract standard setting the initial guidelines for a blockchain token that can be offered through, and available on, the Ethereum network in a standardized format in order to be tradable with other blockchain tokens on Ethereum.

“Ethereum” means the smart contract protocol, virtual machine and decentralized network including all its related components and protocol-related projects both present and future, which began operation (Genesis Block) on July 30th, 2015

“PZS Token” or **“PZS”** means a blockchain token created by Pozess in connection with the Project.

“Project” means Pozess Online Fashion Vertical Marketplace and a blockchain based ecosystem, described in more detail in the White Paper.

“Terms” mean these terms and conditions forming the Agreement between you, the Acquirer, and Pozess.

“TGE” means the issue of PZS Tokens as described in White Paper and to which these Terms apply.

“Wallet” means software which enables and facilitates the sending and the receipt of cryptocurrencies.

“Website” means Pozess Website and Landing page with all the necessary information relevant to the TGE. www.pozess.io and www.pozess.com

“White Paper” means the description of the Project as currently envisaged and as may be amended by Pozess from time to time. White Paper shall be made available on the Website.

1.2 TOKEN GENERATION EVENT (TGE)

PZS Tokens can be acquired by the Acquirer from Pozess during the TGE subject to these Terms by transferring Accepted Currency to the Wallet determined by Pozess.

When the TGE starts, Acquirers will be able to transfer Accepted Currency and receive PZS Tokens in exchange. PZS Tokens are created at the end of the TGE.

Qualified Acquirers can participate in the TGE through ECA. Wallet must be ERC20-compatible.

The TGE process is set out in Annex B.

1.3 RESTRICTIONS

The Acquirer must be at least 18 years of age to register for and participate in the TGE. Pozess reserves the right to unilaterally turn down any request of any Acquirer to participate in the TGE, and shall have no obligation to justify or outline the reasons for any rejection.

Although the Website is accessible worldwide, Pozess reserves the right to limit, in its sole discretion and without providing any justification related thereto, the persons and geographic areas which can register and participate in the TGE.

Pozess reserves the right to block the IP addresses from the USA or any other jurisdiction from which participations are not accepted, and shall have no obligation to justify or outline the reasons for any rejection.

1.4 ILLEGAL & PROHIBITED USE

You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity.

You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junkcommunications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the Platforms underlying code or technical mechanisms; cause damage to the Site or Pozess through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

1.5 REGISTRATION AND ACCOUNT

The use of our Services requires you to create an account with Pozess (“Account”). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify Pozess of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You also warrant and represent that you understand that no Account will be fully created until you confirm your email address in a manner deemed suitable by us. Pozess may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Services. If you refuse to provide such information or it will be determined that you may not use our Services for any reason, you will be denied Services. In such case, your purchase of Tokens will be cancelled and you will receive a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify Pozess in the event that you discover or suspect any security breaches or vulnerabilities related to the Site or Services.

1.6 DESCRIPTION OF PZS TOKENS

PZS Tokens are the cryptographic tokens that serve as a proof of participation in the TGE and gives the opportunity to use Pozess Services by using PZS Tokens (after the end of TGE), as described in the White Paper.

By nature, PZS Token is NOT and shall in NO case be understood, deemed, interpreted or construed as:

- equity interest, voting or non-voting securities (or it’s like) in, or claims against, Pozess or any other entity in any jurisdiction;
- equity or debt investment of any kind in any venture;
- stocks, bonds or stocks, bonds or any securities/class of securities;
- any form of financial derivatives;
- any commercial paper or negotiable instrument;
- any form of investment contract between the relevant holder and any other person;
- any commodity or asset that any person is obliged to redeem or purchase; or
- any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;
- the rights under the price difference (margin) contract or any other contract whose purpose or its intended purpose is to ensure profit or avoid losses;
- structural units in the collective investment mechanism / the institution of joint investment structural units (units) in the trust unit investment fund / in the trust investment fund.

1.7 KYC AND AML PROCESS

In order to comply with the “know your customer” and “anti money laundering” (hereinafter KYC-AML) requirements of Pozess, has set up on a KYC-AML process that all prospective Acquirers that wish to participate in the TGE must pass before being able to acquire PZS Tokens, (hereinafter KYC-AML process).

By accepting these Terms, you are deemed to have accepted also the terms of the KYC-AML process. The passing of said KYC-AML process is a condition precedent for any Acquirer being able to acquire PZS Tokens.

By accepting these Terms each Acquirer is deemed to have represented and warranted to Pozess that:

All information provided in the course of the KYC-AML process, is accurate, true and up to date.

Upon request of Pozess, the Acquirer will provide such information and documents that Pozess, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules, agreements it has entered into and/or requirements established by third parties involved in the Project, including its banks. The Acquirer consents to the disclosure by Pozess of such information and documents to any governmental entities or agencies or third parties involved in the Project as determined in the sole opinion of Pozess may be necessary or required to comply with any of the aforementioned.

The Acquirer (i) does not appear on the list of international financial sanctions imposed by the European Union, the United Nations or other international organisations (ii) is not otherwise a party with which Pozess is prohibited to deal with under the laws of Belize, and any other applicable jurisdiction (ii) is not a person identified as a terrorist organization on any other relevant lists maintained by any governmental authority, or (iii) unless otherwise disclosed in the KYC-AML process, is not a PEP¹ or any family member² or close associate³ of a PEP.

1 PEP or Politically Exposed Person is an individual who is or has been entrusted with prominent public functions, for example (a) heads of State, heads of government, ministers and deputy or assistant ministers; (b) members of parliament or of similar legislative bodies; (c) members of the governing bodies of political parties; (d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances; (e) members of courts of auditors or of the boards of central banks; (f) ambassadors, chargés d'affaires and high-ranking officers in the armed forces; (g) members of the administrative, management or supervisory bodies of State-owned enterprises; (h) directors, deputy directors and members of the board or equivalent function of an international organisation.

2 Family members include the following: (a) the spouse, or a person considered to be equivalent to a spouse, of a PEP; (b) the children and their spouses, or persons considered to be equivalent to a spouse, of a PEP; (c) the parents of a PEP.ç

3 Close associates mean: (a) natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with PEP; (b) natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of P

Acquirer's transfer of Accepted Currency to Pozess shall not cause POzess to be in violation of applicable

laws or regulations, including, without limitation, AML, economic sanctions, anti-bribery or anti-boycott laws or regulations.

Acquirer's transfer of Accepted Currency to Pozess is not or will not be derived from, pledged for the benefit of, or related in any way to, (i) the government, an organisation or person in any country designated by applicable laws as supporting international terrorism, (ii) the government, an organisation or person in any country that has been designated as a non-cooperative country or as a money laundering or (iii) directly or indirectly, any illegal activities.

Acquirer acknowledges that Pozess may collect documentation verifying the identity and the source of funds used to acquire PZS Token before, and from time to time after, the date of this Agreement.

Acquirer understands that a breach of the above warranties and representation is a breach of these Terms, and that Pozess may take any action or recourse it deems appropriate, in its sole discretion, to remedy the breach or protect its interests under these Terms.

Acquirer acknowledges and agrees that the KYC-AML process may be conducted by Pozess and/or any third party designated by Pozess.

1.8 PURCHASE OF TOKENS

The User can purchase Tokens by transferring acceptable cryptocurrencies to the wallet address provided by us in your Account or by making USD or Euro payments via bank wire or a third party payment processor indicated on the Site. We may change the methods and forms of payments at any time and at our own discretion.

A transfer the fund for the purpose of purchasing PZS Tokens to your Account will be treated as a deposit and you would be required to manually complete the purchase to receive any applicable discounts and bonuses. However, if you fail to complete your purchase or request a refund of your deposit by the end of token sale as set by the Terms of Token Sale, you would be deemed to have purchased Tokens on the last day of the token sale at a price available then. The number of purchase Tokens shall be determined based on the total amount you used for the purchase of the Tokens with applicable discounts and bonuses available to you, and/or total amount of your transfer you made for the purpose of purchasing Tokens if you fail to make a purchase during the time when bonuses were offered. Prior to distribution of Tokens, you are required to provide an address of the third party digital wallet ("External Wallet"), where your purchased Tokens would be distributed to and complete necessary steps to connect your External Wallet to the Account according to the instructions placed by Pozess in your Account prior to the distribution of the Tokens. The External Wallet must support the ERC-20 tokens standard. For any assistance with the setup of the External Wallet, Purchaser shall contact support@Pozess.io. Following the successful purchase, the information about purchased Tokens will be reflected within 72 hours in your Account after the receipt of a confirmed payment. The confirmation of the payment depends on the processing time of the transaction, which is out of Pozess's control. Tokens can only be purchased during the official token sale by accepting the respective Terms of Token Sale, these Terms and Privacy Policy.

1.9 DISTRIBUTION OF TOKENS

Tokens purchased by the User will be issued and distributed according to the respective Terms of Token Sale. On the date of distribution, purchased Tokens will be distributed by Company to the External Wallet of the Purchaser if one is provided, or become available for withdrawal in the Account. Failure to provide a correct address of the External Wallet will result in the loss of purchased Tokens, which shall be the sole responsibility of the Purchaser. Failure to provide the External Wallet or to complete its set up, will delay the withdrawal of the purchased Tokens, which shall be a sole responsibility of Purchaser.

Purchaser shall be responsible for implementing reasonable measures for securing the External Wallet, vault or other storage mechanism Purchaser decides to use to receive and hold Tokens outside of the Account, including any required private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased Tokens. Pozess shall not be responsible for any such losses.

1.10 OTHER REPRESENTATIONS AND WARRANTIES OF THE ACQUIRER

In addition, by transferring Accepted Currency to Pozess for the acquisition of PZS Tokens, you as the Acquirer are deemed to have represented and warranted to Pozess that:

You have read, understand and accept these Terms (including all Annexes).

You understand the restrictions and risks (as listed in, but not limited to in Annex A below) associated with the acquisition, possession and use of PZS Tokens as set forth in these Terms, and acknowledge and assume all such restrictions and risks.

You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens and blockchain-based software systems to make an informed decision to acquire PZS Tokens.

You have obtained sufficient information about PZS Tokens, the Project and Pozess to make an informed decision to acquire PZS Tokens. You understand and acknowledge that the acquisition of PZS Tokens is not made with an investment purpose and that the PZS Token does not in any way represent an investment of any kind.

You understand and accept that none of the information contained in these Terms is intended to form the basis for a solicitation or recommendation for an investment of any kind whatsoever. Pozess does not provide any investment service or advice. Any statements about the growth of the rate of PZS Token are just a predictions of the potential growth, and not a promise of such growth of the rate of PZS Token, not a promise of profit and not a proposal for investment.

You understand and accept that the Project is based on the White Paper, but that the White Paper is of a descriptive, preliminary and non-binding nature.

You are of legal age, you are not PEP or his family member or close associate and are legally permitted to participate in the TGE and have verified that by doing so you are not violating any law in your jurisdiction and

you agree and warrant that you are solely responsible if any such law or laws are violated.

You understand and accept that PZS Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive dividends, other payments, intellectual property rights or any other form of participation in or relating to the Project and/or Pozess and its Affiliates, and that PZS Tokens are not and are not intended to be a security, commodity, or any kind of financial instrument or investment product.

You understand that PZS Tokens are not legal tender, are not backed by any government, and accounts and value balances are not subject to any form of deposit insurance or securities insurance in any jurisdiction.

You understand that acquiring PZS Tokens is final upon the transfer of the Accepted Currency and there will be no refunds or cancellations except as specifically provided in these Terms.

Your acquisition, possession and use of PZS Tokens and related software does not violate but complies with all applicable laws, regulations and judicial acts applicable in your jurisdiction and to you, including, but not limited to, (i) legal capacity and any other requirements in your jurisdiction for the acquisition of PZS Tokens and entering into this Agreement with Pozess, (ii) any value transfer, foreign exchange and/or regulatory restrictions applicable to the acquisition of PZS Tokens or transfer of Accepted Currency, and (iii) any governmental or other consents that may need to be obtained.

You are not acquiring PZS Tokens for any illegal purposes.

If you are a representative of a legal entity, you represent and warrant that you have obtained all necessary permissions of the regulating body of the legal entity and state authorities, if applicable and needed in your jurisdiction for participation in the TGE and accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity.

You will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, possession or use of PZS Tokens, and to the extent permitted by law, you agree not to hold Pozess, or any of its Affiliates, liable and you will compensate Pozess and any of its Affiliates for any tax liability associated with or arising from the acquisition, possession or use of PZS Tokens or any other action or transaction related to the Project.

You do not have your habitual residence, you do not act on the behalf or benefit of person with habitual residence or the legal entity you are representing is not founded in any country listed on the List of Sanctions other applicable sanctions lists or in Afghanistan, Belarus, Bosnia, Burundi, Central African Republic, Comoros, Congo, Eritrea, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Libya, Myanmar, North Korea, Puerto Rico, Somalia, Sudan North, Sudan South, Syria, Yemen, Zimbabwe, Philippines, Cuba, Mali, Tunisia, United States of America, any other USA possessions or any country where the sale of PZS Tokens would constitute a public offering of securities or the sale of PZS Tokens would in any way be restricted.

Your actions comply with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction (ii) any foreign exchange or regulatory restrictions applicable to such actions.

You will cooperate fully and timely with Pozess in the investigation of any violation of Terms or unauthorized use of PZS Tokens.

You acknowledge that Pozess may outsource any of its obligations related to client identification and money laundering and terrorist financing prevention to any third-party service providers, and you grant your irrevocable and unconditional consent to such outsourcing and the transfer and disclosure of information regarding you to such third party service providers.

1.11 INDEMNIFICATION

To the fullest extent permitted by applicable law, you will compensate Pozess and its Affiliates for, and indemnify, defend and hold harmless Pozess and its Affiliates from and against, all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your acquisition, possession or use of PZS Tokens, (ii) your obligations, representations and warranties under these Terms, (iii) your violation of these Terms, and/or (iv) your violation of any rights of any other person or entity.

1.12 EXCLUSION OF WARRANTIES

To the fullest extent permitted by law, no warranty, guarantee or similar assurance whatsoever is expressed or implied with regard to PZS Tokens or the Project. PZS Tokens are acquired, possessed and used and any services developed in connection with the Project are used at the sole risk of the Acquirer and on an 'as is', 'under development' and 'as available' basis.

1.13 NO RELIANCE

The Acquirer acknowledges to have had an opportunity to (i) review these Terms and its Annexes, and (ii) obtain any additional information concerning PZS Tokens and Pozess to enter into these Terms and acquire PZS Tokens.

The Acquirer acknowledges that in making a decision to acquire PZS Tokens, the Acquirer has relied solely upon these Terms and its Annexes and independent investigations made by the Acquirer.

The Acquirer is not relying on Pozess with respect to the legal, tax and other economic factors involved in entering into these Terms and understands that the Acquirer is solely responsible for reviewing the legal, tax and other economic considerations involved with acquiring PZS Tokens with its own legal, tax and other advisers.

1.14 NO DISTRIBUTION

The Acquirer is acquiring PZS Tokens for its own account, use and benefit and not with an investment purpose nor with a view to distribute, assign, sell or otherwise transfer PZSTokens.

The Acquirer acknowledges and agrees that, to the maximum extent permitted by any applicable law, he will not hold Pozess and its Affiliates liable for any direct, indirect, special, incidental, consequential or exemplary damages (including but not limited to loss of income, revenue and profits, or goodwill, or data) or injury

whatsoever caused by or related to the acquisition, possession or use (or inability to use) of PZS Tokens or the use (or inability to use) of any of the services developed in the course of execution of the Project under any cause of action whatsoever of any kind in any jurisdiction.

1.15 LIMITATION OF LIABILITY

The Acquirer acknowledges and agrees that, to the fullest extent permitted by any applicable law, the risk of acquiring, possession and using PZS Tokens rests entirely with the Acquirer.

The limitations set forth in this clause do not and will not limit or exclude liability of Pozess for fraud or intentional or grossly negligent misconduct.

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE POZESS TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE POZESS TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE POZESS TOKENS CALCULATED IN THE U.S. DOLLARS AT THE TIME OF PAYMENT REGARDLESS OF THE CURRENCY USED FOR PAYMENT.

(b) THE LIMITATIONS SET FORTH IN SECTION 13(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

1.16 NOTICE

Notice to Pozess shall be sent by email to support@pozess.com

Notice to you shall be by email to the email address you provide to us.

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 any possible Dispute, and (iii) the specific relief that you are seeking.

1.17 GOVERNING LAW & JURISDICTION

These Terms will be governed by and construed in accordance with the laws of Belize, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

Any Dispute shall first be endeavoured to be settled through amicable negotiations in good faith by the Parties by sending a written claim to support@pozess.com.

If the Acquirer and Pozess cannot agree how to resolve the Dispute within thirty (30) days after the date a notice is received by the applicable Party, then the Dispute shall be solved in the courts of Belize and no other court.

Disputes resulting from the TGE shall be submitted to Pozess within forty eight (48) hours after the TGE ends.

1.18 DISPUTE RESOLUTION & ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or 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) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's 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).

(b) 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.

(c) Federal Arbitration Act. These Terms affect interstate commerce and the enforceability of this Section 1.14 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law

(d) Notice Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to the support team at support@pozess.com. Notice to you shall be sent to the email address provided by you in your Account.

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 Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 16, commence an arbitration proceeding or, to the extent specifically provided for in Section 16(a), file a claim in court.

(e) Process. Any arbitration will occur in Belize. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in Belize will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(f) Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

1.19 TAXATION

Pozess makes no representations concerning the tax implications of participating in the TGE or receiving and holding PZS Tokens.

The Acquirer bears the sole responsibility for determining or assessing the tax implications of participation in the TGE, receiving and holding PZS Tokens in all respects and in any relevant jurisdiction.

By participating in the TGE, receiving and holding PZS Tokens, to the extent permitted by applicable law, the Acquirer agrees that no other party (including, without limitation Pozess and its Affiliates) may be held liable for any loss arising out of, or in any way connected to, any tax liability the Acquirer may incur in connection with participation in the TGE, receiving and holding PZS Tokens.

1.20 LICENSE

We grant you a limited, nonexclusive, nontransferable license (“License”) to access and use our Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by

these Terms is prohibited. All other rights are expressly reserved by Pozess and our licensors, including that to any content or functionality as presented on the Site or Services. "Pozess," "Pozess.io", all logos related to Services or displayed on the Site are trademarks or registered marks of Pozess or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of Pozess.

1.21 SEVERABILITY

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will 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. Such unlawful, void or unenforceable clause or provisions shall be replaced by valid and enforceable clause or provisions, which most closely achieve the commercial intent and purpose of this Agreement.

1.22 MISCELLANEOUS

These Terms constitute the entire agreement between the Parties relating to the acquisition of PZS Tokens from Pozess and supersede any other agreements (except (i) signed ECA to which these Terms serve as annex (ii) any required statements or information provided by Pozess and/or its Affiliates.

Pozess may assign its rights and obligations under these Terms. The Acquirer cannot assign or transfer this Agreement in whole or in part without the previous written consent of Pozess.

Pozess's failure to exercise or enforce any right or provision of these Terms will not be construed or understood as a waiver of such right or provision.

Pozess 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 our reasonable control.

This Agreement and the transactions envisaged therein does not create any form of partnership, joint venture, or any other similar relationship between the Parties. Except as otherwise provided herein, these Terms are intended solely for the benefit of the Parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

To the extent this document conflicts with the Website or any other document, including but not limited to the White Paper, this document prevails. If Parties have signed ECA, the ECA prevails.

Pozess has the right to enter into agreement with any Acquirers on special conditions (including commercial conditions) which may be different from those stipulated in this Terms.

ANNEX A - Risks related to the acquisition, possession and use of PZS Tokens

Participating in the TGE carries significant financial risk. The risks presented and listed herein are to no extent exhaustive. In addition to the risks included in this Annex, there are other non-listed, unknown, unanticipated and unforeseeable risks associated with your acquisition, possession, and use of PZS Tokens and the Project in general. Pozess expressly disclaims any and all responsibility for any loss or damage of any kind whatsoever arising directly or indirectly from or in relation to any such risks, whether or not described in this Annex.

Each Acquirer acknowledges and accepts peruse, comprehend and consider carefully the risks described below in addition to the other information stated herein before deciding to participate in the TGE.

Risk of Losing Access to PZS Tokens Due to Loss of Private Key(s), Custodial Error or your Error

You will use your own account (hereinafter Address) on the network, with a private key associated with this Address and a password. This password is used to encrypt your private key. PZS Tokens will be transferred to your Address.

You understand and accept that you must keep this password and private key safe. You further understand and accept that, if your private key, backup seed and/or password is lost or stolen, you will not be able to generate a new password or recover your private key.

You understand and accept that, if you lose your private key and password and/ or your backup seed, the PZS Tokens associated with the Address cannot be recovered and will be in any case most likely be permanently lost.

Risk of Incompatible Wallet

You understand and accept that you will transfer ETH from a Wallet that technically supports PZS Tokens.

Most importantly, you understand and accept that, you have control over the private key(s) corresponding to the address from which your transfer is being sent.

You understand and accept that failure to be so may result in you not gaining access to your acquired PZS Tokens.

You understand and accept that, sending ETH directly from an Exchange (e.g. Kraken, Bittrex, Bitfinex etc.) or a wallet, where you do not control the private key can result in loss of ETH and/or PZS Tokens, and that you are solely responsible for any losses due to not being in control of the private key.

Risk of Mining Attacks

You understand and accept that the blockchain used for the Project is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Every successful attack constitutes a risk to the Project, to the expected proper execution and sequencing of token transactions, and to the expected proper execution and sequencing of contract computations.

Risk of Hacking and Security Weaknesses

You understand and accept that, third parties may attempt to maliciously interfere with the Project, the PZS Tokens and/or the through the TGE collected funds in a variety of ways, which may have material adverse consequences on PZS Tokens, the Project and which may result in theft or loss of PZS Tokens and which may impact Pozess's ability to develop the Project.

You furthermore understand and accept that the Project, the underlying software applications and software platform may be exposed to attacks by malicious third parties which could result in theft or loss of your PZS Tokens and/or your ETH, or alternatively PZS Tokens and/or funds owned by Pozess and therefore negatively affecting Pozess's ability to develop the Project.

Risk of Similar Projects

You understand and accept that, it is possible that third parties may utilise or develop the same or similar code and protocol underlying the Project and attempt to replicate, duplicate or mimic the Project.

You understand and accept that, such an action could negatively impact the Project and PZS Tokens, including but not limited to the value and utility of PZS Tokens.

Risks Associated With Markets for PZS Tokens

Neither Pozess nor the Project will or intends to provide, facilitate or guarantee any sale and purchase mechanism or valuation for PZS Tokens. Any third-party exchange mechanisms or exchange platforms may be new and unproven, subject to little or no regulatory oversight, and more susceptible to fraud or manipulation.

Any third-party valuations may be extremely volatile and change to zero.

The market price of PZS Tokens could drop and you could suffer economic losses. Liquidity

PZS Token is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. The circulation and trading of PZS Tokens on secondary markets are not what Pozess is responsible for or pursues. Trading of PZS Tokens merely depends on the consensus on its value between the relevant market participants.

Nobody is obliged to redeem or purchase any PZS Tokens from you. Nor does anyone guarantee the liquidity or market price of PZS Token to any extent at any time.

Risks Associated With Software Weakness

You understand and accept that the underlying software application and software platform (e.g. the Ethereum blockchain) for PZS Tokens and the blockchain and Project are still in an early development stage. As PZS Tokens are based on the Ethereum protocol, any malfunction, breakdown and abandonment of the Ethereum protocol may have material adverse consequences for PZS Tokens and the Project. As such, PZS Tokens are subject to technical advances which could present risks to PZS Tokens and the Project. There are no guarantees that the creation of Tokens will be uninterrupted or error-free, and you understand and accept that the software can contain weaknesses, vulnerabilities or bugs, resulting in complete loss of ETH and/ or Tokens.

Regulatory Measures

You understand and accept that blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations to, or introduce new regulations applicable to, blockchain technology based applications (e.g. KYC/AML regulations, data protection laws, etc.), which may make the current configuration of the Project untenable and/or illegal and which may, inter alia, result in substantial modifications of the Project, including its termination and the loss of PZS Tokens.

Risk of Abandonment / Lack of Success and Risk of Dissolution of Pozess

You understand and accept that the creation and issue of PZS Tokens and the development of the Project 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 assurance or warranty that, even if the Project is partially or fully developed and launched, you will be able to use the PZS Tokens that you hold.

In addition, you understand and accept that following abandonment of the Project it may no longer be viable for Pozess to operate and that it therefore may dissolve voluntarily.

Risks Arising From Taxation

You understand and accept that, you are solely responsible for complying with any tax laws, regulations and mechanics applicable on the acquisition, possession and use of PZS Tokens. Your acquisition, possession and use of PZS Tokens, may result in (adverse) tax consequences to you, including but not limited to withholding taxes, income taxes and tax reporting requirements, under your sole responsibility. You therefore must seek your own tax advice.

Risks Arising From Funding in ETH

You understand and accept that, unfavorable fluctuations in the value of ETH or the Ethereum network during or after this TGE, may result in Pozess not being able to further fund or continue the Project, or not in the manner that it was originally envisaged.

Risks Arising From Cryptography

You understand and accept that, cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including PZS Tokens. This could result in the theft, loss, disappearance, destruction or devaluation of PZS Tokens held by any person. To a reasonable extent, the Pozess will be prepared to take proactive or remedial steps to update the protocol underlying PZS Tokens in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. The future of cryptography or security innovations is unpredictable while Pozess will try its best to accommodate the continuing changes in the domains of cryptography and security.

ANNEX B – PZS TGE

TGE - TOKEN GENERATION EVENT

Private SALE (50% Bonus)	Pre-ICO SALE (25% Bonus)	ICO Phase I 20% Bonus	ICO Phase II 15% Bonus	ICO Phase III 10% Bonus	ICO Phase IV 5% Bonus
321,000,000 Fixed Token Edition	106,250,000 Fixed Token Edition	135,600,000 Fixed Token Edition	74,842,000 Fixed Token Edition	68,040,001 Fixed Token Edition	34,020,000 Fixed Token Edition
1 ETH = 1428 PZS					
50% Bonus	25% Bonus	20% Bonus	15% Bonus	10% Bonus	5% Bonus
12 Weeks	4 Weeks	4 Weeks	4 Weeks	2 Weeks	2 Weeks

Total Available	1 174 209 525
Tokens For Sale	739 752 001
Tokens For Symbol	PZS
Token Value 1 PZS	\$ 0.07 or 0.0007 ETH
Soft Cap	2 500 000 USD
Hard Cap	40 000 000 USD
Date of Pre-Sale Start	March 1, 2019
Date of Crowdsale End	June 30, 2019



POZESS