



P O Z E S S

TERMS OF TOKEN SALE

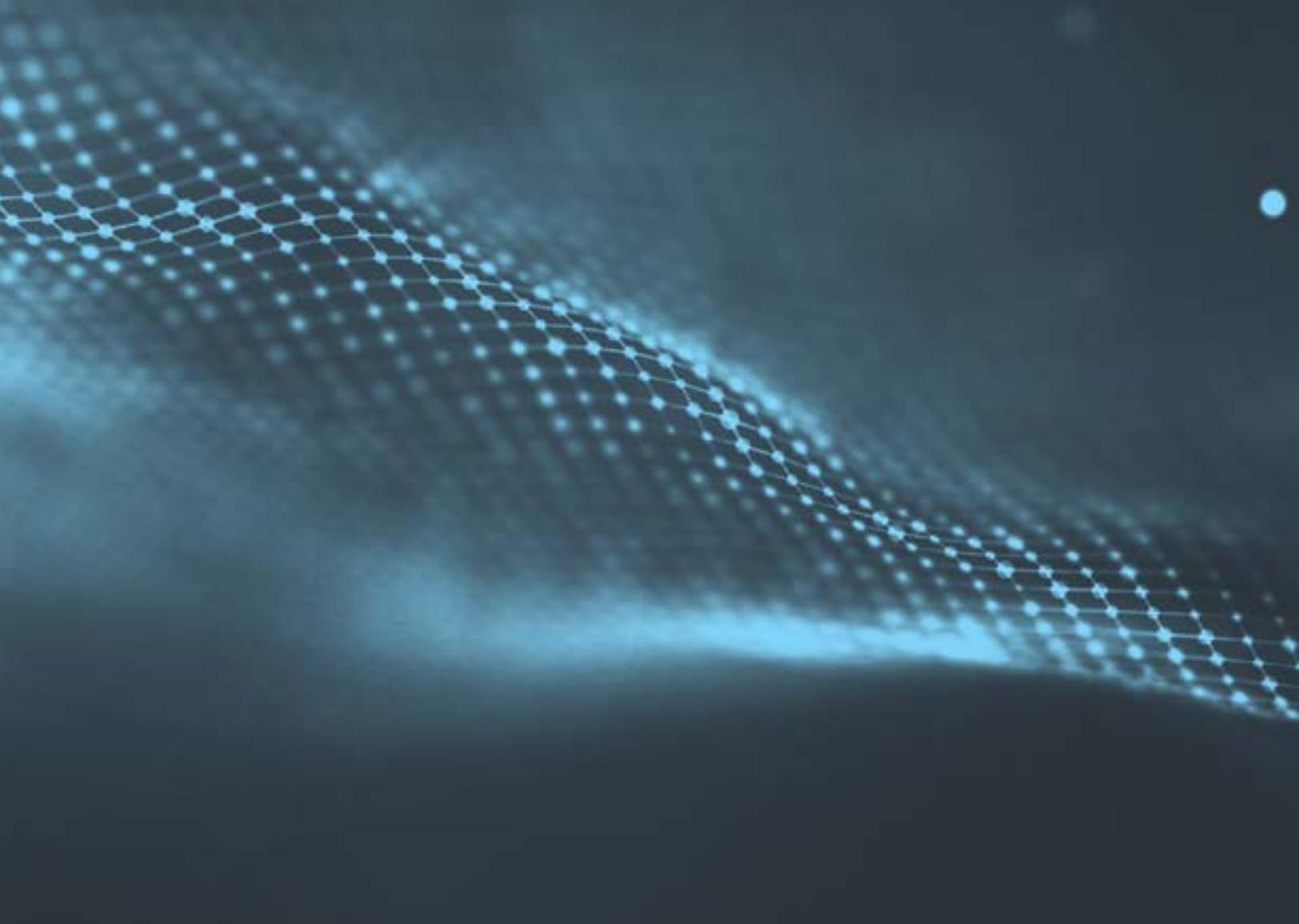
#1 Cryptocurrency Social Fashion Marketplace on Blockchain



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 of Token Sale (TOS), Terms & Conditions (T&C), The White Paper and by the Privacy Policy collectively known as Terms of Use, you are expressly accepting our terms and conditions 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 TOS, then please do not use our Website and/or participate to the Pozess Token Sale.



1 | TERMS OF TOKEN SALE

These Terms Of Token Sale (hereinafter TOS) 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). You accept these Terms when you purchase Pozess's PZS tokens ("PZS Tokens").

By registering at KYC and AML platform to participate in TGE or use Pozess services or any other features, technologies or functionalities offered by Pozess Limited or heirs, successors, or assigns on the Pozess website at <https://Pozess.io> or <https://Pozess.com> ("Site") or through any other means (collectively, "Services"), 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 or use any of Pozess services.

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 within 45 days after end of the TGE. Pozess reserves the right to create tokens and distribute them at anytime before the end of the token sale.

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 PURCHASE OF PZS TOKENS

Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of PZS Tokens at the price listed on <https://Pozess.io> ("Site") depending on the time of purchase.

1.4 SCOPE OF TERMS

(a) Unless otherwise stated herein, these Terms govern purchase of PZS Tokens from the Company during sale period from November 2018 to May, 2019 ("Sale Period"). A Sale Period may be terminated sooner if a hard cap as provided on the Site is reached ("Hard Cap"). Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during such period. Company may request to provide evidence of payment from Purchaser. No payment will be accepted after the Sale Period is over or when the Hard Cap is reached.

(b) Any use of PZS Tokens will be governed primarily by other applicable terms and policies,[which will be available on the Site or affiliated sites upon the distribution of the PZS Tokens] (collectively, "Pozess Terms of Use"). The Pozess Terms of Use may change from time to time at the Company's sole discretion with the amended Pozess Terms of Use posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Pozess Terms of Use shall control with respect to any issues relating to the use of Pozess Tokens.

1.5 THE PROCESS OF PURCHASE

(a) Purchase of PZS Tokens requires a creation of the Account on the Site.

(b) A transfer of funds 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 claim available discounts or bonuses.

However, if you fail to complete your purchase or request a refund of your deposit by the end of Sale Period, if any, you would be deemed to have purchased PZS Tokens on the last day of the token sale at a price available then. The number of purchased PZS Tokens shall be determined based on the total amount you used for the purchase of the PZS Tokens with applicable discounts and bonuses available to you, and/or total amount of your transfer you made for the purpose of purchasing PZS Tokens if you fail to make a purchase during the time when bonuses were offered.

At the Company's sole discretion, Company may decide to enable the auto buy feature within the token sale platform Site, at which time all deposits will automatically and immediately purchase PZS tokens using the amount deposit. The token sale platform Site will indicate such enablement, and no additional notice is required.

(c) Prior to distribution of PZS Tokens, you are required to provide an address of the third party digital wallet ("External Wallet"), where your purchased PZS Tokens would be distributed to and complete necessary steps to connect your External Wallet to the Account. 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.com.

(d) Following the successful purchase, the information about purchased PZS Tokens will be reflected within 72 hours in your Account. Failure to provide the information and/or meet the 72 hour timeline for any reason does not invalidate the purchase. The purchased PZS Tokens would be available for withdrawal upon distribution by PZS as set forth in Sections 4 and 5 of these Terms.

1.6 DATE OF DISTRIBUTION

Within 45 business days following the end of token sale, the PZS Tokens will be distributed by Company to purchasers. Failure to meet this deadline does not invalidate any of the conditions of this agreement. The company reserves the right to distribute tokens upon its discretion at any time during the token sale prior to the date of distribution.

1.7 RECEIPT OF TOKENS

On the date of distribution, purchased PZS 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 PZS 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 PZS 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 sufficient precautions to secure the receipt and holding of the 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 PZS Tokens. Company shall not be responsible for any such losses.

1.8 REFUNDS AND CANCELLATIONS

The purchase of PZS Tokens from Company is final upon the distribution of PZS Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of PZS Tokens, purchaser may request a refund within 15 days of depositing funds by contacting Company at support@pozess.com. No cancellation or refunds shall be allowed after this period and the sale shall be considered as final. In addition, Company reserves the right to cancel any PZS Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In case of a refund, Company will issue 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, price difference, and processors fees from the refund amount, if any.

1.9 ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing PZS Tokens, holding PZS Tokens, and using PZS Tokens, as disclosed in the Whitepaper. In case of questions regarding these risks, you shall contact the sales team at support@pozess.com. BY PURCHASING PZS TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

1.10 REPRESENTATION AND WARRANTIES

In connection with the purchase of the PZS Tokens, you represent to Company the following:

(a) You have full legal capacity, power and authority to accept these Terms and to perform your obligations hereunder.

(b) You are aware of the Terms of Use of the PZS Tokens and have acquired sufficient information about the PZS Tokens to reach an informed and knowledgeable decision to acquire the PZS Tokens.

(c) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the PZS Tokens.

(d) You understand that the PZS Tokens confer only the rights described in the Whitepaper, and confer no other rights of any form with respect to PZS, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(e) You are not purchasing PZS Tokens for any uses or purposes, including but not limited to any investment, speculative or other financial purposes, which are not specified in the Whitepaper.

(f) You understand that the PZS Tokens are not digital currency, a security, commodity or any other kind

of financial instrument and have not been registered under the securities law of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which you reside.

(g) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the PZS Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the PZS Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(h) Your purchase, payment for, and continued beneficial ownership of the PZS Tokens will not violate any applicable laws of your jurisdiction.

(i) You shall comply with any applicable tax obligations in all relevant jurisdictions arising from the purchase of PZS Tokens.

(j) If you are purchasing Tokens on behalf of any entity, you are authorized to 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 (references to "you" in these Terms refer to you and such entity, jointly).

1.11 RELIANCE AND WAIVER

You acknowledge and agree that by purchasing PZS Tokens, you have not relied on any statement, representation, guarantee, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (including Company, Company's Parties or anyone else) other than as expressly set out in these Terms. You irrevocably and unconditionally waive all claims, rights and remedies that, but for this clause, you might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud.

1.12 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.

1.13 TERMS OF USE

The PZS Token sale terms and conditions are as set forth in the set of documents collectively known as



Terms of Use located on the Site, which terms are incorporated hereto by reference.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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
10 Weeks	6 Weeks	4 Weeks	4 Weeks	2 Weeks	2Weeks

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	Mar 1, 2018
Date of Crowdsale End	June 31, 2019



POZESS