

FUJICOM IT SOLUTIONS

Website Terms of Service

Last Modified: May 17, 2023

Access to this site (www.fujicompany.io), websites powered by, or linked to this site, and related applications or services (collectively the “Website”), is provided by FUJICOM IT SOLUTIONS. (“FUJI”). If you are seeing these terms of service through a website powered by FUJI such as a third-party security token sale or token distribution website, you are agreeing to FUJI’s terms of service relating to services provided to you and such third party as further detailed below. These services include:

- Creating a single sign-in Investment Account with FUJI to access a security token sale and issuance website you entered in the past or wish to enter into in the future.
- Creating and sharing your investor profile for your Investment Account with information relating to your identity and investment profile necessary to participate in a sale or distribution by a third party or otherwise use the services provided.
- Reviewing and managing your investments and participation in sales.
- Accessing other FUJI services.

For purposes of these Terms of Service, FUJI shall mean and include FUJI affiliates, and FUJI and FUJI’s affiliates’ respective directors and employees. In these Terms of Service, may refer to Website users, prospective customers, and our current customers collectively as “you” or “User”.

Each time you use or cause access to the Website, you agree to be bound by the following terms and conditions (“Terms of Service”). Please read these Terms of Service carefully before using the Website. These Terms of Service govern your use of and access to the Website, all related products and services that we may offer from time to time (collectively, the “Services”). Your access, link to, or use of this Website will constitute your acceptance of the Terms of Service. If you do not agree to these Terms of Service, you should not use the Website. The Terms of Service may be amended from time to time with or without notice to you. Modifications shall become effective immediately upon being posted. Accordingly, please continue to review the Terms of Service whenever accessing, linking to, or using this site. Your access, link to, or use the site or any service on this site, after the posting of modifications to the Terms of Service, will constitute your acceptance of the Terms of Service, as modified. If, at any time, you do not wish to accept the Terms of Service, you may not access, link to, or use the site.

By agreeing to the Terms of Service, you agree to the terms of our Privacy Policy (“Privacy Policy”) found at www.fujicompany.io, which is expressly incorporated into these Terms of Service. All personal data provided to us as a result of your use of the Website will be handled in accordance with our Privacy Policy.

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, FUJI’s LIABILITY TO YOU IN CONNECTION WITH THE SITE IS LIMITED, AND YOU BEAR ALL RISKS ASSOCIATED WITH ANY INVESTMENTS THAT YOU MAKE.

DISPUTES UNDER THESE TERMS OF SERVICE WILL BE RESOLVED BY BINDING ARBITRATION AS FURTHER DETAILED IN SECTION 13. ADDITIONALLY, BY ACCEPTING THESE TERMS OF SERVICE, YOU AND FUJI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If you do not agree to the terms and conditions of this Terms of Service, you should immediately cease all usage of this Website. This Website may not be accessed or used by anyone under the age of 13, and Investment Accounts may not be accessed, used, or created by anyone under the age of 18.

By agreeing to these terms, the user assumes responsibility for all risks. Agrees that FUJI is not responsible for the loss, hacking, theft of your personal account and existing assets and information.

Terms used in the text of the Offer

1. Platforms FUJICOM is an Internet resource and is a collection of information and computer programs contained in an information system that ensures the availability of such information on the Internet at the following network address: www.fujicompany.io. The purpose of the platform is to establish contacts between entrepreneurs and qualified investors, as well as simplify the process of raising capital for an early stage of business.
2. User — A User who has passed the registration procedure on the Platform and has his own personal account placed in the Database on the Platform in order to search for investments or in order to search for startup projects.
3. A startup is a User who has his own Personal Account located in the Database of the Platform for searching for investments. A startup can be either a temporary organization aimed at finding a new business model or investment, or an idea without a ready-made business model and without a registered organizational form.
4. Investor is a User who has his own Personal Account located in the Database of the Platform for searching for startup projects.
5. Personal Account — the personal page of a Startup or Investor on the Platform, accessible to all Users of the Platform.
6. Buttons with the words "buy", "sell", "invest" - are access to the game mechanism, imetrating the purchase, sale, investment of something or somewhere.
7. A token is a non-cryptocurrency unit of account designed to represent a digital balance in some asset.
8. The Platform database is a collection of Personal Accounts of Startups and Investors on the Platform.

9. The User's Personal Account is a system for accounting for transactions in a distributed database and for the balance of game currency and tokens on the Platform for settlement transactions of the Parties, located in the User's Personal Account.
10. The activity of the Platform is aimed at the implementation of game mechanisms that involve the purchase, sale, investment of something or somewhere. Areas of activity of the Platform – Social Media Applications Development & Management, IT Infrastructure, Cloud Service & Datacenters Providers, Computer Systems Housing Services, Data Entry Services, Data Management & Cyber Security Services, Data Classification & Analysis Services, Cyber Risk Management Services, Computer Systems & Communication Equipment, Software Design, Education & Training Computer Software.
11. KYC refers to the “know-your-customer” process that FUJI has put in place before entering into a business relationship or conducting transactions with its Users. As part of this process, FUJI may do anything that it deems necessary in order to identify Users, verify their identity, scrutinize and investigate User transactions, or comply with any applicable law or regulation.

1. General Terms

- a) Description. The Website: (i) provides you as a User with general information about our products and services; (ii) provides a platform (“Platform”) for third party token issuers (“Issuers”) to (a) simulate making purchases, sales, investments in a playful way, distribution, and administration of tokens, stablecoins, cryptocurrencies, or other digital assets and (b) to provide other offerings or services to you; and (iii) enables you as a User to participate in such offering or services provided by the Issuer.
- b) Personal Account Security. You are responsible for the security of your Personal Account and are fully responsible for all activities that occur through the use of your credentials. You agree to immediately reset your login credentials then notify the Issuer and us support@fujicompany.io if you suspect or know of any unauthorized use of your login credentials or any other breach of security with respect to your Investment Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials.
- c) Accuracy of Information. When creating a Personal Account or providing information related to the services offered on this Website, you will provide true, accurate, current, and complete information as we request. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. You understand that FUJI relies on the information you provide to ensure it complies with all applicable laws and regulations. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Investment Account if activities occur on your Investment Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of FUJI, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then we may terminate your Investment Account immediately without notice to you and without any liability to you or any third party.

- d) **Identity Checks.** YOU ACKNOWLEDGE THAT WE WILL CHECK YOUR BACKGROUND AND IDENTITY IN CONNECTION WITH CERTAIN USES OF THE WEBSITE OR ISSUER'S OFFERINGS AND SERVICES. YOU HEREBY AUTHORIZE US TO, DIRECTLY OR THROUGH THIRD PARTIES, MAKE ANY INQUIRIES AND CONDUCT ANY INVESTIGATION WE CONSIDER NECESSARY OR HELPFUL TO VERIFY YOUR IDENTITY AND TO TAKE ANY ACTIONS WE DEEM NECESSARY OR HELPFUL BASED ON THE RESULTS OF SUCH INQUIRIES AND INVESTIGATIONS. YOU FURTHER AUTHORIZE ANY AND ALL THIRD PARTIES TO WHICH ANY SUCH INQUIRIES OR INVESTIGATIONS MAY BE DIRECTED TO FULLY RESPOND TO SUCH INQUIRIES OR INVESTIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, IN OUR SOLE DISCRETION, DENY YOU THE RIGHT TO USE THE WEBSITE OR INVESTMENT ACCOUNT. FUJI, ITS EMPLOYEES, AGENTS, AND AFFILIATES SHALL HAVE NO LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION. WE USE A THIRD PARTY, ONFIDO, TO PROCESS YOUR IDENTITY CHECK.
- e) **Additional Terms.** We may require you to agree to additional terms and/or policies from time-to-time in connection with your use of the Website or related services ("Additional Terms"). Such Additional Terms may include terms that govern your rights in connection with any offerings or services provided by Issuer. Except as expressly stated otherwise in such Additional Terms, any Additional Terms are hereby incorporated into and subject to this Agreement, and this Agreement will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

2. Rights and obligations of the Contractor.

- 1. The Contractor has the necessary rights to the Content of the Administration (including that related to computer programs, databases, etc., inherent in the Platform), brand name, trademarks (if any).
- 2. The Contractor performs the current management of the Platform, determines its structure, design, restricts or allows the User access to the Platform, exercises other rights belonging to it.
- 3. In terms of ensuring the possibility of interaction between Users, including providing Users with the opportunity to independently perform certain actions within the framework of the Platform, the Contractor is the party that only organizes the technical possibility of such interaction. The transfer, storage and provision of access via the Internet to information provided by Users (graphic images and other materials) are carried out without changing such materials on the part of the Contractor.
- 4. The Contractor decides on the order of advertising on the Platform, participation in partner programs, etc.
- 5. The Contractor has the right to:

- 5.1. Change the design of the Platform, its content, the list of Services at any time, change the scripts used, software, Administration Content and other objects used or stored on the Platform, any server applications, with or without User notification;
- 5.2. Delete any Content without any reason and without warning, including Content that, at the discretion of the Administration, violates and/or may violate the laws of another country, the rights of other Users or third parties, harms them or threatens their safety;
- 5.3. At its discretion, delete any information (including the User's Personal Messages, comments on the User's photos, statuses, other information and other materials), including those posted by the User on the Platform in violation of the laws of another country;
- 5.4. To suspend, restrict or terminate the User's access to all or any part of the Platform, communities, groups on the Platform, to remove community created by the User at any time without explanation, with or without notice him;
- 5.5. To remove a User Account at its sole discretion, including if User performs actions that violate the laws of another country;
- 5.6. To send Users messages (including e-mail messages, sms messages, etc.), which are the notifications about the introduction of new or the abolition of the old services, approval or publication of a new version of the Proposal, on new private message, comments, etc. that contain advertising information about the Services of the Performer;
- 5.7. To change the cost of services. The Contractor is obliged to notify the User of changes in the cost of services by posting relevant information on the Platform;
6. The Contractor does not deal with the consideration and resolution of disputes and conflict situations arising between Users. However, at his discretion, he can assist in resolving the conflicts that have arisen. The Administration has the right to suspend, restrict or terminate the User's access to the Platform in case of receiving motivated complaints from other Users about the incorrect behavior of a particular User on the Platform.

3. FUJI Account Registration and Requirements

2. Registration

All Users must apply for a FUJI Account at (<https://fujicompany.io/register>) before using FUJI Services. When you register a FUJI Account, you must provide the information identified in this paragraph 3 or otherwise as requested by FUJI, and accept these Terms, the Privacy Policy, and other FUJI Platform Rules. FUJI may refuse, in its discretion, to open a FUJI Account for you. You agree to provide complete and accurate information when opening a FUJI Account, and agree to timely update any information you provide to FUJI to maintain the integrity and accuracy of the information. Each User (including natural person, business or legal entity) may maintain only one main account at any given time.

3. Eligibility

By registering to use a FUJI Account, you represent and warrant that: (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using the FUJI Platform or the FUJI Services; (iv) you do not have an existing FUJI Account; (v) you are not resident, located in or otherwise attempting to access the FUJI Platform or the FUJI Services from, or otherwise acting on behalf of a person or legal entity that is resident or located in, a Restricted Location. For the purposes hereof, "Restricted Location" shall include the locations as designated by FUJI Operators from time to time as a "Restricted Location" for the purposes hereof; (vi) if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity and to access and use the FUJI Platform and FUJI Services on behalf of such legal entity; and (vii) your use of the FUJI Platform and the FUJI Services will not violate any and all laws and regulations applicable to you or the legal entity on whose behalf you are acting, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

Please note that there are legal requirements in various countries which may restrict the products and services that FUJI Operators can lawfully provide. Accordingly, some products and services and certain functionality within the FUJI Platform may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the FUJI Platform and the FUJI Services in each country from which the FUJI Platform and the FUJI Services are accessed by you or on your behalf. FUJI Operators reserve the right to change, modify or impose additional restrictions with respect to the access to and use of the FUJI Platform and/the FUJI Services from time to time at their discretion at any time without prior notification.

4. User Identity Verification

Your registration of an account with FUJI will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through FUJI, or for other lawful purposes stated by FUJI. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. **AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, FUJI RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT**

INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF FUJI SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO FUJI DURING YOUR USE OF FUJI SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE FUJI TO CONDUCT INVESTIGATIONS THAT FUJI CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR FUJI FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

5. Account Usage Requirements

The FUJI Account can only be used by the account registrant. FUJI reserves the right to suspend, freeze or cancel the use of FUJI Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify FUJI immediately. FUJI assumes no liability for any loss or damage arising from the use of FUJI Account by you or any third party with or without your authorization.

6. Account Security

FUJI has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for FUJI Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your FUJI Account and personal information.

You should be solely responsible for keeping safe of your FUJI Account and password, and be responsible for all the transactions under your FUJI Account. FUJI assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a FUJI Account, you hereby agree that:

- i. you will notify FUJI immediately if you are aware of any unauthorized use of your FUJI Account and password or any other violation of security rules;
- ii. you will strictly abide by all mechanisms or procedures of FUJI regarding security, authentication, trading, charging, and withdrawal; and
- iii. you will take appropriate steps to logout from FUJI at the end of each visit.

4. Personal data.

1. Information about the User posted in his Personal Account contains (may contain) his personal data. At the same time, such personal data of the User are publicly available, and any User of the Platform can get acquainted with them.
2. As a result of a malfunction of the Platform, a virus or hacker attack, technical problems and other circumstances, the User's personal data may become available to other persons. The User understands this and agrees that he will not make claims to the Contractor in this regard.
3. By posting his personal data on the Platform, the User confirms that he does it voluntarily, and also that he voluntarily provides them to the Contractor for processing.
4. The personal data provided, namely the name and email address, are used by the Platform for notifications (for example, about important events related to the User's account).
5. The Platform has the right to transfer aggregated information about users to third parties without disclosing their identity and personal information.
6. The Platform may grant access to the user's personal data only in exceptional cases, such as:
 - access to the technical part for our contractors and contractors to develop and support the service;
 - in case of sale of all or part of the business share;
 - disclosure of information at the request of judicial and other state bodies.
7. The Platform uses cookies stored on the user's computer in accordance with the browser policy. Platform pages may use javascript codes from other systems (for example, web analytics or advertising systems), they may also use cookies. If the User does not agree with the terms of this Offer, please leave the site and delete all your cookies.

5. Cost and payment procedure

1. The User has the right to make an operation to purchase a token in any way available to him in order to replenish his Personal Account for subsequent use of the services.
2. On the Platform, an internal game currency is used for mutual settlements – a Coin, which is a conditional unit of settlement on the Platform and is a virtual currency (that is, it does not have a physical embodiment and /or an analogue).
3. The Contractor may unilaterally change the exchange rate of the Coin in relation to the base currency, as well as in relation to the conditional currency used by payment systems, without prior notice to the User.

6. License to Use; Prohibition on Diverting Service Data

We grant you a personal, limited, non-exclusive, revocable, non-transferable, and non-sub-licenseable license to use the Website pursuant to these Terms of Service. We may provide certain portions of the Website under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time or that are otherwise the subject of an agreement between you and such licensors.

We are providing the Website to you only for your internal use and only for the purposes related to certain services provided to you by FUJI. You may not sell, lease, or provide, directly or indirectly, the Website or any portion of the Website to any third party without our written permission. You acknowledge that all proprietary rights in the Website are owned by us or by any applicable third party service providers selected by us providing us with all or part of the Website, or providing you with access to the Website, or their respective licensors, and are protected under copyright, trademark, and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights, or other rights in or to the Website, except those specifically set forth in these Terms of Service. You will protect and not violate those proprietary rights in the Website and honor and comply with our reasonable requests to protect our contractual, statutory, and common law rights in the Website. If you become aware of any violation of our proprietary rights in the Website, you will notify us in writing.

As between FUJI and you, FUJI retains all ownership and other rights associated with the Website generated data (“Data”).

You may not divert Data from the Website, either internally or externally, except as specifically authorized by FUJI. FUJI is not liable to you for any diverted, repackaged, or disseminated Data. FUJI reserves the right to audit your usage of Data in adherence to FUJI requirements and limitations specified within these Terms of Service on an annual basis for the purposes of establishing and verifying that you have not diverted, repackaged or disseminated Data.

7. Issuer’s Offerings and Services

None of the information contained in the Website constitutes a recommendation by FUJI or its affiliates to purchase, participate, or otherwise use the securities, offering, tokens, or services of Issuers. FUJI does not recommend or provide investment advice relating to your decision to buy or sell any Issuer’s tokens, investments, securities, futures, options, or other financial instruments or other assets nor provides any investment advice or service. FUJI is not a party to the offering, sale, transaction, or agreement you enter into with the Issuer. You should refer to your agreement with the Issuer for information relating to above. The information contained in the Website has been prepared without reference to any particular User’s investment requirements or financial situation. The information and services provided on the Website are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or regulatory or self-regulatory organization or where FUJI is not authorized to provide such information or services. Some products and services described in the Website may not be available in all jurisdictions or to all customers.

8. Electronic Communications

Visiting the Website and/or related services or sending emails to FUJI constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

9. Referrals to Third Parties

By providing information on this Website and requesting FUJI to refer you to third party service providers, you authorize us to share information you provided to us necessary for us to make such referrals and the third-party service provider to provide such service.

10. Testing Environment

If you attempt to or otherwise use any testnet, services labeled as “beta” or “demo”, or sandbox services on our Website or linked websites (collectively “Testing Environments”), you agree to use the test credentials and data provided by us, or otherwise provide fake information. You will not provide any real or otherwise personally identifiable information (e.g., SSN), sensitive financial information (e.g., username or password), or any information which you do not own or you are not authorized to use in our Testing Environments. As further detailed in Section 10 (No Warranty) All Testing Environments are provided “as is” and “as available” without any warranty and you should consider all tokens and funds at risks of loss. For avoidance of doubt, this section does not relate to any Website services relating to Issuer’s offerings or services.

11. No Warranty

The Website is provided by FUJI on an “as is” and on an “as available” basis. FUJI disclaims all warranties, express, implied, or statutory, including without limitation: implied warranties of merchantability and fitness for a particular purpose or course of performance or dealing and any warranties that materials on the Website are non-infringing. FUJI makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website in terms of its correctness, accuracy, reliability, or otherwise. FUJI does not warrant that the system, services, or any component thereof will meet the requirements of the user or that the operation of the system, service, or any component thereof, will be uninterrupted or error free. FUJI does not warrant that the Website will be secure; that the Website or the server that makes the Website available will be virus-free; or that information on the Website will be complete, accurate or timely. If you download any materials from this Website, you do so at your own discretion and risk. FUJI does not undertake any obligation to correct or update any information contained on this Website. FUJI shall have no liability for any interruptions in the use of this Website. Some jurisdictions do not allow the exclusion of implied warranties; therefore, the above-referenced exclusion is inapplicable in any such jurisdiction. FUJI does not own nor control the third-party website that linked you to the registration pages comprising the Website.

FUJI software, software-related services, and Website provided do not constitute (i) a solicitation or offer for sale of investment by FUJI or (ii) recommendation by FUJI that you should invest in a token or investment offering or such offering is suitable to you. FUJI has not reviewed such offerings and makes no representations or warranties about Issuer’s offerings or services. FUJI is not a party to any transaction you may determine to enter into directly with its customer or any Issuer, investor or other users of the Website. Any discussion of FUJI’s customers or FUJI’s customer’s securities is purely informational for description of FUJI’s software services only and makes no attempt to provide risks or complete discussion of the risks or a FUJI’s offering or investment. You should neither construe any of the information contained on this Website as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make the information available through this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you

may want to consult your business advisor, legal, tax, or accounting advisors concerning any contemplated transactions. You should consult directly with such Issuer and review all documents and disclosures provided by the Issuer and consult with your counsel and other advisors before making an investment decision.

12. Limitation of Liability

You expressly understand and agree that, to the full extent permitted by applicable laws, in no event will FUJI, our past, present or future parent, affiliates or subsidiaries, or any of their respective officers, directors, members, managers, employees, service providers, agents, contractors, successors, or assigns be liable to you or any third party be liable for damages, losses, and expenses of whatever nature and however arising, including without limitation direct or indirect, special, incidental, consequential, exemplary, or punitive damages or losses or expenses, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible loss arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation, or transmission, computer virus, or line or system failure, even if FUJI or its representatives are advised of the possibility of such damages, losses, or expenses. Hyperlinks to or from other internet resources are accessed at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements; the content, accuracy, opinions expressed, and other links provided by these resources are not endorsed by FUJI. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability, or any other basis. Your sole remedy for dissatisfaction with the site and/or information contained on the site is to stop using the site. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of FUJI to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict liability, or otherwise) at any time shall be the lesser of \$100USD or the aggregate cumulative amount paid by you to FUJI up to and including the time of the incurrence of such liability, if any, to access the Website. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

13. Indemnification

You agree to indemnify, defend, and hold harmless FUJI, its parents, subsidiaries, affiliates, officers, and/or employees from any claim or demand, including damages, losses, liabilities, penalties, fines, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and costs) (collectively "Losses"), arising out of (i) your use or misuse of the Services and this Website, (ii) any violation by you of this Agreement, our Privacy Policy or any other policy posted on the Website applicable to your use of the Website or the Services; (iii) any feedback you provide to us; and (iv) any violation of the rights of a third-party. FUJI reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you based on a third-party claim and, in such case, you agree to cooperate with FUJI in the defense of such matter or settlement of any Losses.

14. Dispute Resolution

- a. General. In the interest of resolving disputes between you and FUJI in the most expedient and cost-effective manner, you and FUJI agree that any dispute arising out of or in any way related to this Agreement or your use of the Site or Services will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Site, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND FUJI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.
- b. Arbitrator. Any arbitration between you and FUJI will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA.
- c. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by UAE Mail (“Notice”). FUJI’s address for Notice is: UAE, Dubai, Aspin Tower, Wave Business Center, 7 Floor, Office 10 or by email at support@fujicompany.io. Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, then you or FUJI may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or FUJI must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- d. No Class Actions. YOU AND FUJI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and FUJI agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.
- e. Modifications to this Arbitration Provision. Fuji reserves the right to make any changes to this Agreement.

15. Website Use

Unauthorized use of the Website and systems, including, but not limited to, unauthorized entry into FUJI’s systems or misuse of any information is strictly prohibited. You may not use this Website in any manner that could damage, disable, overburden, or impair any FUJI site or service or interfere with any other party’s use and enjoyment of any FUJI site or service. You may not

attempt to gain unauthorized access to any FUJI site or service, computer systems, or networks connected to any FUJI site or service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to this Website that are contrary to applicable laws or regulations.

Your “Information” means any information and materials you provide to FUJI or other users in connection with your registration for or use of the Website. You are solely responsible for your Information. You hereby represent and warrant to FUJI that (a) you will not be false, inaccurate, incomplete, or misleading information; (b) you will not be fraudulent or your use or attempted use will not involve the sale of counterfeit or stolen items; (c) you and your information will not infringe FUJI’s or any third party’s copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy; (d) you and your information will not violate any state, federal, or local law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (e) you and your information will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) you and your information will not be obscene or contain child pornography or be harmful to minors; (g) you and your information will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (h) you will not decipher, decompile, disassemble, or reverse engineer any of the software or source code comprising or making up the Website; (i) you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any activity conducted thereon; (j) you will not delete or alter any material FUJI makes available on the Website; (k) you will not frame or link to any of the materials or information available on the Website; (l) you will not access, tamper with, or use non-public areas of the Website, FUJI’s (and its hosting company’s) computer systems and infrastructure, or the technical delivery systems of FUJI’s service providers; (m) you will not restrict, discourage, or inhibit any person from using the Website; (n) you will not use the Website, without FUJI’s prior express written consent, for any unauthorized purpose; (o) you will not gain unauthorized access to the Website, other Users’ Investment Accounts or to other computers or websites connected or linked to the Website; (p) assist or permit any person in engaging in any of the activities described above, and (q) will not create liability for FUJI or cause FUJI to lose (in whole or in part) the services of its partners or service providers.

16. Termination of Agreement

1. Suspension of FUJI Accounts

You agree that FUJI shall have the right to immediately suspend your FUJI Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the Digital Assets or funds in all such accounts, and suspend your access to FUJI for any reason including if FUJI suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that FUJI shall not be liable to you for any permanent or temporary modification of your FUJI Account, or suspension or termination of your access to all or any portion of FUJI Services. FUJI shall reserve the right to keep and use the transaction data or other information related to such FUJI Accounts. The above account controls may also be applied in the following cases:

- a) The FUJI Account is subject to a governmental proceeding, criminal investigation or other pending litigation;
- b) We detect unusual activities in the FUJI Account;
- c) We detect unauthorized access to the FUJI Account;
- d) We are required to do so by a court order or command by a regulatory/government authority.

2. Cancellation of FUJI Accounts

In case of any of the following events, FUJI shall have the right to directly terminate these Terms by cancelling your FUJI Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your FUJI Account on FUJI and withdraw the corresponding FUJI Account thereof:

- a) after FUJI terminates services to you;
- b) you allegedly register or register in any other person's name as a FUJI User again, directly or indirectly;
- c) the information that you have provided is untruthful, inaccurate, outdated or incomplete;
- d) when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your FUJI Account or by other means;
- e) you request that FUJI Services be terminated; and
- f) any other circumstances where FUJI deems it should terminate FUJI Services.

17. Proprietary Rights and Digital Millennium Copyright Act

FUJI Inc. and this Website's marks are trademarks and service marks referenced herein are trademarks and service marks of FUJI Inc. You are prohibited from using any marks for any purpose without the written permission of FUJI Inc.

FUJI respects the intellectual property rights of others. We will review all claims that we receive of copyright infringement. If we deem that any content is in violation of applicable laws, we will remove it. Please notify FUJI of any claimed infringement by emailing us at support@fujicompany.io with the following:

- 1. A description of the copyrighted work and the URL on which it appears;
- 2. Your contact details, including email address;
- 3. A good faith statement that you believe our use of the work is not authorized;
- 4. A statement, made under the penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf; and

5. An electronic or physical signature of the copyright owner or a person authorized to act on their behalf.

18. We can terminate this agreement at will

Notwithstanding anything contained in this Agreement, we reserve the right, at our sole discretion and without notice, to restrict, suspend, or terminate these Terms of Service and your access to all or any part of the Website, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

19. Governing Law

We control and operate the Services from the UAE. We do not represent that the Website or other materials on the Services are appropriate or available for use in other locations. Persons who choose to access the Services from other locations do so on their own initiative, and are responsible for compliance with all local laws, if and to the extent local laws are applicable.

Additionally, if we choose to terminate any provision in accordance with the termination provision, that termination shall not affect the termination of other provisions. If we fail to act on, or enforce, any provision in this agreement, this shall not be construed as a waiver of that, or any other, provision. We will only grant waivers to specific provisions, for specific instances, in writing. These Terms of Service constitute the entire agreement between you and us with respect to this website and supersedes all previous or contemporaneous agreements. The section headings are merely provided for convenience and shall not be given any legal import. These Terms of Service will inure to the benefit of our successors, assignees, licensees, and sublicensees.

20. Miscellaneous legal provisions

This Agreement is the entire agreement between you and FUJI with respect to the Website and the Services, and your participation in any transaction conducted on or through the Website or Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and FUJI with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of FUJI. FUJI's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision, or of FUJI's right to enforce such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.

21. Contact Us

FUJI welcomes your questions or comments regarding the Terms of Service: Email us at support@fujicompany.io.

APPENDIX A: E-SIGN DISCLOSURE AND CONSENT

This policy describes how FUJI delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications: You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, “Communications”) that we provide in connection with your use of this Website:

- Terms of service and policies you agree to (e.g., our Terms of Service and Privacy Policy), including updates to these agreements or policies;
- Your personal or financial information, and other Website and Investment Account details, history, transaction receipts, confirmations, and any other Personal Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your use of this Website.

We will provide these Communications to you by posting them on FUJI website, emailing them to you at the primary email address you may provide to FUJI, communicating to you via Website chat, and/or through other electronic communication such as text message or mobile push notification. Hardware and Software Requirements: In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g., Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;