

Please read carefully these Terms and Conditions (“Terms”) before using the website <https://gozo.io/> (“Website”) or buy the GOZO Tokens, as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you must not access or use the Website or buy the GOZO Tokens.

Please note that this document is not intended to and should not be relied upon or construed as a legal opinion or legal advice regarding any specific issue or factual circumstance, including but not limited to a basis for any investment decision. No data presented hereinafter constitutes an offer or solicitation to buy or subscribe for debentures, stocks or shares issued by any person or entity; units in a collective investment scheme; or any other security or class of securities, nor shall be interpreted in that way.

## 1 DEFINITIONS

“**Accompanying Documents**” shall mean other GOZO Token Generation Event regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to, Tokens Purchase Agreement, Privacy Policy) effective at the moment of the Website use. In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.

“**Account**” shall mean users digital account on the Website, which is created by user to use the Website and check users GOZO Tokens.

“**Affiliates**” shall mean any persons or entities that have any relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company.

“**Blockchain**” shall mean a type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

“**Company**” (also referred to as “We”, “Us”) shall mean a company (including its Affiliates) to be incorporated in the jurisdiction of Republic of Estonia called Gozo Travel OÜ, being the initiator of the GOZO TGE, not being neither a financial or investment entity, nor a partner, employer, agent or adviser for any User.

“**Cryptocurrency**” shall mean digital currency, represented by Stellar (XLM), Ethereum (ETH) and Bitcoin (BTC), used by Users to purchase GOZO Tokens.

“**Stellar Smart Contract**” shall mean a digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of Gozo Tokens (GOZO) by a User.

“**Platform**” – a decentralized network, called “Gozo Platform” which allows to collect 100% of field data from any part of the world, based on a crowdsourcing collaborative model.

“**User**” (also referred to as “You”) shall mean any person, who uses the Website, Platform or purchases GOZO Tokens.

“**GOZO Token**” shall mean cryptographic GOZO tokens, issued by the Company and can only be used through the platform for the services concerned and offered by the Company. The mentioned GOZO Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. The GOZO Tokens are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

**“Token Generation Event (TGE)”** shall mean a restricted offering of GOZO Tokens (which consists of Private Sale, Public Pre-Sale, and Public Token Sale) to eligible Users, when a User is able to purchase GOZO Tokens.

**Website** – the website maintained and owned by the Company at <https://gozo.io/>.

**Whitepaper** – one of the Accompanying Documents published by the Website owner on the Website, describing technical details of GOZO TGE, as well as respective GOZO Tokens pricing and sale period.

## 2 GENERAL PROVISIONS

2.1 These Terms and all Accompanying Documents constitute a legally binding agreement between the Company and any and all Users as defined herein in Section 1.

2.2 These Terms are effective at the time the User begins using the Website. It is hereby understood and presumed, that by the fact of the Website use and GOZO Tokens purchase during the TGE the respective User fully read, understood and irrevocably accepted these Terms. If any User does not agree with these Terms in general or any part of them, such User’s only recourse is to withhold from using the Website and/or purchase of GOZO Tokens. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.3 The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Company’s sole discretion. The User’s continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User’s consent hereto and acceptance hereof. If at any point the User does not agree to any portion of the then-current version of the Terms, he/she shall not use the Website and purchase GOZO Tokens. In any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms in the “Last updated” Section.

2.4 By using this Website each User covenants, represents, and warrants that (under the applicable law and law of the country of User’s residence):

2.4.a he/she is of an age of majority to enter into these Terms and all Accompanying Documents (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website;

2.4.b he/she has the full capacity to contract, under applicable law and law of the country of User’s residence, with the Company and in doing so will not violate any other agreement to which he (she) is a party;

2.4.c he/she has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, cryptocurrency and Blockchain-based systems, functional understanding of storage and transmission mechanisms associated with other cryptographic tokens, as well as full understanding of their framework;

2.4.d he/she is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrency and Blockchain-based systems, and is solely responsible for any evaluations based on such knowledge;

2.4.e if he/she is a corporation, governmental organization or other legal entity, he (she) has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;

2.4.f he/she will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism.

2.5 A User shall not use the Website if under the applicable law and/or law of the country of User's residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of GOZO Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

2.6 Before using the Website and/or purchasing any GOZO Tokens (GOZO) a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and the TGE procedures. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he (she) has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms.

### 3 USER'S ACCOUNT AND WEBSITE REGISTRATION

3.1 For the purpose of proper use of the Website and GOZO Tokens (GOZO) balance check, User should register on the Website and create an individual Account with Your respective login and password. You are given access to an Account following Your provision of all information required by the Company, authorization by the Company and upon Your successful creation of an Account. You agree that You will not create an account for anyone other than yourself.

3.2 You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policies available on the Website.

3.3 You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Company of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or the Company may suffer as a result of Your failure to do so.

3.4 You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on Platform at any time if You violate these Terms or any other Accompanying Documents of the Company, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

3.5 You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "**Content**") that you submit, post or display on or via the Website.

3.6 The Company reserves its right to implement verification or token purchase limitation services on the Website at any time to verify certain eligibility requirements set forth by the Company or to limit

certain residents from purchase of GOZO Tokens (GOZO). Such measures might include, but not limited to: IP address verification or restriction, application of online verification systems and checkboxes, etc. For this purpose, the Company reserves its right to engage any third parties at its own discretion. Any of the verification or token purchase restriction measures might be modified by the Company at any time.

3.7 By creating an Account, You also consent to receive electronic communications from Company (e.g., via email or by posting notices to the Website). These communications may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information We think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

## 4 TAXES

4.1 The Company makes no representations concerning the tax implications of the sale of GOZO Tokens (GOZO) or the possession or use of them. The User bears the sole responsibility to determine if the purchase of GOZO Tokens (GOZO) with cryptocurrency or the potential appreciation or depreciation in the value of GOZO Tokens (GOZO) over time has tax implications for the User in the User's home jurisdiction. By purchasing GOZO Tokens (GOZO), and to the extent permitted by law, the User agrees not to hold the Company liable for any tax liability associated with or arising from the purchase of GOZO Tokens (GOZO).

4.2 All fees and charges payable by You are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, You will provide Us any information we reasonably request to determine whether we are obligated to collect VAT from You, including your VAT identification number. If any deduction or withholding is required by law, You will notify Us and will pay Us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 5 INTELLECTUAL PROPERTY RIGHTS

5.1 The Company has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the GOZO Tokens (GOZO) and his activities generally.

5.2 Unless otherwise indicated by the Company, all copyright and other any intellectual property of the Company, all content and other materials contained on the Website or provided in connection with the Platform, including, without limitation, the intellectual property rights for the Platform and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, coordination, expression and other content connected to the Platform (hereinafter – the "**Platform Materials**") are the proprietary property of the Platform or our licensors, clients or suppliers and are protected by international

copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

5.3 These Terms permit you to use Platform Materials for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Platform Materials. There are no implied licenses under these Terms and all Accompanying Documents, and any rights not expressly granted to the User hereunder are reserved by the Company.

## 6 THIRD-PARTY CONTENT

6.1 The pages of the Website may contain links to third-party websites and services. Such links are provided for User's convenience. However, their presence does not mean that they are recommended by the Company and the Company does not guarantee their safety and conformity with any User expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or respective service. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## 7 PURCHASE LIMITATIONS

7.1 The marketing and sale of the GOZO Tokens (GOZO) are being made in the permitted jurisdictions on the basis that the GOZO Tokens (GOZO) do not constitute a security, financial instrument or otherwise regulated investment in those jurisdictions, such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of the GOZO Tokens (GOZO) in the permitted jurisdictions.

7.2 The GOZO Tokens (GOZO) are not regulated in the permitted jurisdictions and is not required to be registered with, or licensed or authorized by, relevant authorities in the permitted jurisdictions.

7.3 If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to the User only to the extent permitted by applicable law. The User understands and agrees that it is the User's obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the website, and that the User should not accept any liability for any illegal or unauthorized use of the website.

7.4 Gozo does not offer to buy or sell the GOZO Tokens (GOZO), and refuses all transaction from the User from the following jurisdictions: The People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan, the United States, including the State of New York, Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States.

## 8 DISCLAIMERS

8.1 You understand and acknowledge that GOZO Tokens (GOZO), Blockchain-based technologies, Stellar, and other associated and related technologies are not exclusively controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these Terms and/or the Accompanying Documents. As such, the purchase of GOZO Tokens (GOZO) carries with it a number of risks. Prior to purchasing GOZO Tokens (GOZO), You should carefully consider the risks listed herein. If any of the following risks are unacceptable to You, You should not purchase GOZO Tokens (GOZO). By purchasing GOZO Tokens (GOZO), and to the extent permitted by applicable law, You are agreeing

not to hold the Company or any Affiliates liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of GOZO Tokens (GOZO), including losses associated with the risks set forth herein.

8.2 By using the Platform, the User represents/warrants and accepts that:

8.2.a It is possible that due to a number of reasons outside of the Company's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, decreases in token or Cryptocurrency utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the Stellar Protocol, GOZO Tokens (GOZO), Blockchain-based technology, Stellar and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

8.2.b The regulatory landscape with respect to Cryptocurrencies and cryptographic tokens is evolving. There may be uncertainty in the regulatory treatment of GOZO Tokens (GOZO) in jurisdictions where the TGE is conducted. There may be restrictions on the sale and purchase of Cryptocurrencies in certain jurisdictions, including outright prohibition or a requirement that the sale or purchase must take place on a regulated exchange or trading venue. There is, therefore, a risk that purchasers of the GOZO Tokens (GOZO) cannot access a regulated exchange or trading venue in their jurisdiction, or any other jurisdiction, and may, therefore, find it difficult to sell the GOZO Tokens (GOZO)

8.2.c Any cryptocurrency that possess value in public markets, such as ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A purchaser of GOZO Tokens (GOZO) should be prepared to expect similar fluctuations, both down and up, in the price of Gozo Tokens (GOZO) denominated in respective cryptocurrency (GOZO). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Company cannot and does not guarantee market liquidity for GOZO Tokens (GOZO). By purchasing GOZO Tokens (GOZO), You expressly acknowledge and represent that You fully understand that they may experience volatility in pricing and will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of GOZO Tokens (GOZO).

8.2.d Any and all purchases of GOZO Tokens (GOZO) are final and non-refundable. By purchasing the GOZO Tokens (GOZO), the User acknowledges that neither Company nor any other of its affiliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any GOZO Tokens (GOZO) that are not used or remains unused for any reason.

8.2.e Should You proceed to purchase any GOZO Tokens (GOZO) and the product fails to be suitable for the special or particular purpose as intended by You, Company or its Affiliates will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Gozo Tokens (GOZO)).

8.2.f It is possible that the Platform will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project and dissemination of equity. Such a lack of interest could impact further development of the Platform and potential use of it. Therefore, the success of the mentioned project cannot be predicted.

8.2.g The User recognizes that the Platform is currently under development and may undergo particular changes in the future. The User acknowledges that any expectations regarding the form and functionality of the Platform held by the User may not be met upon release of the mentioned

project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Platform.

8.2.h It is possible that even if the TGE threshold is met, the insufficient funds will not feasibly develop Platform, possibly causing the effect that the Users may not be able to participate in any intended or implied projects. By holding GOZO Tokens (GOZO), the User acknowledges that he (she) understands that while every effort will be made to develop and launch the Platform, it is possible that it will never be realized due to the aforementioned reasons.

8.2.i There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology, Stellar and related technologies.

8.3 The Company and the respective Platform development team do not support any unfair or fraudulent practices and confirm their intention to further develop and elaborate the Company's project. However, there are some risks, associated with cryptocurrency and digital tokens market, the User understands and accepts that while the Platform development team will make reasonable efforts to maintain the mentioned project.

8.4 Company or its Affiliates make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.

8.5 We will take reasonable steps to exclude any viruses or defects from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties, defects will be corrected and accordingly no liability is accepted for defects and viruses. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of any of the services related to the TGE. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

8.6 The Company and/or Platform development team or any of its Affiliates is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice. The TGE is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

8.7 The marketing and sale of the GOZO Tokens (GOZO), are being made in the permitted jurisdictions on the basis that the GOZO Tokens (GOZO), do not constitute a security, financial instrument or otherwise regulated investment in those jurisdictions such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of the GOZO Tokens (GOZO) in the permitted jurisdictions. In addition, GOZO Tokens (GOZO), are not regulated in the permitted jurisdictions and is not required to be registered with, or licensed or authorized by, relevant authorities in the permitted jurisdictions.

8.8 The Company and/or Platform development team or any of its Affiliates is not a stock or any other investment instruments exchange. GOZO Tokens (GOZO) are not securities and shall not in any case be considered as such, and the offer of GOZO Tokens (GOZO) have not been registered

with any government entity. GOZO Tokens (GOZO) do not represent any share, stake, debt or security or equivalent rights, including, but not limited to, any right to receive future revenue or profit shares or intellectual property rights of Company, or any voting or governance rights or any other right to influence the development or operation of Company, and do not represent any ownership right of Company.

## 9 LIMITATIONS OF LIABILITY

9.1 This Website and the GOZO Tokens (GOZO) are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of GOZO Tokens (GOZO) and their use.

9.2 The User hereby expressly understands and agrees, that:

9.2.a to the maximum extent permitted by the applicable Law, the Company or its Affiliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the GOZO Tokens (GOZO) or their use by the User, regardless of the basis, upon which the liability is claimed;

9.2.b the Company and any of its Affiliates shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the GOZO Tokens (GOZO) cryptocurrency;

9.2.c the Company shall not provide to the User any refund possibility (payout liquidity) for the purchased GOZO Tokens (GOZO);

9.2.d the Company shall not guaranty in any way that the GOZO Tokens (GOZO) might be sold or transferred during or after the TGE;

9.2.e it is User’s obligation to ensure compliance with any legislation relevant to his/her country of residency concerning use of this Website and use and buying of the GOZO Tokens (GOZO);

9.2.f the Company should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the GOZO Tokens (GOZO);

9.2.g the User is solely responsible for any applicable taxes imposed on tokens purchased hereunder;

9.2.h the Company does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components;

9.2.i the Company shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

9.3 IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO

YOUR COUNTRY OF DOMICILE CONCERNING USE OF THE WEBSITE, AND THAT YOU SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE WEBSITE. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON GOZO TOKENS (GOZO) PURCHASED HEREUNDER.

**9.4 Force Majeure Events.** We shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control (each, a "**Force Majeure Event**").

## 10 INDEMNITY

10.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

10.2 User shall not have any claim of any nature whatsoever against Company for any failure by Company to carry out any of his obligations under these Terms as a result of causes beyond his control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Company, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

## 11 APPLICABLE LAW AND ARBITRATION

**Please read the following paragraph carefully because it requires you to arbitrate disputes with us and it limits the manner in which you can seek relief.**

All questions concerning the construction, validity, enforcement and interpretation of these Terms and all Accompanying Documents shall be governed by and construed and enforced in accordance with the laws of Estonia ("**Applicable Law**"). To resolve any dispute, controversy or claim arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) calendar days following written notification of such controversy or claim to the other Party. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, it shall be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – "**IACC**"). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

## 12 WAIVER

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party 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 (a) waive your and Company's respective rights to have any and all

disputes arising from or related to these Terms resolved in a court, and (b) waive your and Company's respective rights to a jury trial.

## 13 TERMINATION AND SUSPENSION

13.1 Notwithstanding anything contained herein, We reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Website, including (but not limited to) in case of your breach of these Terms or if the Company believes You have committed fraud, negligence or other misconduct.

13.2 You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or our suspension of your access to the Website.

13.3 In the event of any Force Majeure Event, breach of these Terms and all Accompanying Documents, or any other event that would make provision of given by Us commercially unreasonable for the Website, We may, in our discretion and without liability to You, with or without prior notice, suspend your access to all or a portion of our services/website. We may terminate your access to the Website in our sole discretion, immediately and without prior notice, and delete all related information and files without liability to You, including, for instance, in the event that you breach any term of these Terms.

## 14 MISCELLANEOUS

14.1 **Entire Agreement.** These Terms is intended to fully reflect the terms of the original agreement between the parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

14.2 **Assignment.** The Company may, at its sole discretion, assign its rights and/or delegate its duties under these Terms and all Accompanying Documents. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Company, which the latter may withhold at its sole discretion, shall be void.

14.3 **Severability.** If any term, provision, covenant or restriction of these Terms and all Accompanying Documents is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

14.4 **Electronic Notices.** The User agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures, that the Company provides in connection with use of the Website. The User agrees that the Company may provide these communications by posting them via the Website, by emailing them to User at the email address User provides.

**14.5 State Policies.** The Company and its Affiliates strictly follow AML (Anti-Money Laundering), KYC (Know Your Customer) and other banking or government policies and regulations in respective jurisdictions. Each and any User fully agrees to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority. Please see our Privacy Policy and for the information regarding how We collect and use information. These documents are part of these Terms, so please make sure that You read it.

**14.6 Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

## 15 CONTACT

If you have any questions regarding the use of the Website or regarding these Terms, you should send us an e-mail at [tgesupport@gozo.io](mailto:tgesupport@gozo.io).