

TERMS OF USE



Effective Date as of October 8, 2023

The use of our website is governed by specific terms of use which we ask you to read.

1. INTRODUCTION

The website <https://fozeus.io/>, any subdomains, emails, mobile applications or application programming interfaces (the 'Site') are made available by Fozeus company (hereinafter Fozeus), to provide online access to information about our products, services, and opportunities we provide. Throughout the Site, the terms “we”, “us” and “our” refer to Fozeus.

Access to and use of the Site is governed by the terms of use (Terms of Use) set forth below. By visiting the Site and viewing its contents, you accept the Terms of Use without any limitation or reservation whatsoever, to the extent permitted by law.

2. DISCLAIMER

We have carefully checked all the information on the Site and we do our best to keep it as up-to-date as possible. Nevertheless, we are unable to give any guarantee regarding the completeness, up-to-dateness or accuracy of the nature or content of the information, services and products provided on the Site whatsoever. Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site, should be taken to indicate that all information on the Site has been modified or updated. Any action based on any information on the Site are entirely at your own risk and expense.

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We attempt to ensure that the Site is continuously accessible but will not be liable for any consequences however caused because the Site for whatever reason is not available at a given moment. The Site may be temporarily or permanently taken out of operation by us without prior notice.

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4. INDEMNITY

You agree to indemnify and hold Fozeus, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Fozeus by any third party due to or arising out of or in connection with your use of the Site or any willful misconduct on your part.

5. LIMITATION OF LIABILITY

To the extent permitted by law, in no event will Fozeus be liable to you for any direct, indirect, consequential, exemplary, or incidental damages, including but not limited to lost profits or revenues, loss resulting from business interruption or any other loss even if Fozeus has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Fozeus is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any Site, Fozeus's aggregate liability shall in no event exceed an amount greater of one dollar or any amounts actually paid in cash by you to Fozeus for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Site.

Any action concerning any dispute you may have with respect to the Site or the Services must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

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10. DOWNLOADING FILES

Fozeus cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

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12. YOUR ACCOUNT

We may require you to register for an account (including setting up a username and password), and you may be required to be logged in to the account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Fozeus immediately of any unauthorised use of your account or password, or any other breach of security. You may be held liable for losses incurred by Fozeus or any other user of or visitor to the Site due to someone else using your username, password or account as a result of your failing to keep your account information secure and confidential. Fozeus cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

13. PRIVACY

Information transmitted via the Site or by e-mails to Fozeus will be deemed not confidential, unless you specifically say otherwise. Fozeus will process your personal data when you use the Site or communicate via email with Fozeus. Such processing of personal data is in accordance with Fozeus Privacy Policy and Cookie Policy. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

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14. AMENDMENTS AND APPLICABLE LAW

Fozeus reserves the right to amend these Terms of Use at any time. Such amendments are equally binding on you and you should therefore regularly visit this page to read the latest Terms of Use which you are bound by. The Terms of Use are governed by and interpreted according to the laws of Republic of Estonia and, in accepting them, you agree to any disputes connected with the Terms of Use or the implementation thereof being decided by the Harju County Court, Republic of Estonia. Notwithstanding the foregoing, Fozeus shall always have the right to institute legal proceedings in any court of competent jurisdiction whether under these Terms of Use or any other agreement.

If a competent court rules that particular provisions of these Terms of Use are not legally valid or not practicable, the invalidated provisions of the Terms of Use will be deemed to have been deleted from the Terms of Use although the remaining provisions of the Terms of Use remain in full force.

15. CONTACT

For any further questions about the Site or regarding these Terms of Use please contact via e-mail: support@fozeus.io. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.