



FOXCASINO

ICO TERMS AND CONDITIONS

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FoxCasino Initial Coin Offering (ICO) of FXN tokens (FXN) hosted on the foxcsn.com website

Terms and Conditions

Last Updated: October 24, 2017

The following Terms and Conditions (“Terms”) govern the sale of the digital cryptographic Ethereum Platform-based assets – FXN tokens (hereby referred to as “FXN” or “tokens”).

The following terminology applies to these Terms, and any and all other agreements between you and us: “Client,” “Customer,” “User,” “Buyer,” “Investor,” “You,” and “Your” refer to you, the person accessing FoxCsn.com, the website managed by FoxCasino, and accepting our Terms. “The Company,” “FoxCasino,” “foxcsn.com,” “Ourselves,” “Website,” “Platform,” “We,” “FoxCasino Team,” “Team”, and “Us” collectively refer to the internet website foxcsn.com and the FoxCasino Team, the Platform owners, developers, directors, and employees. “Party” refers to either you or us, and together the “Parties”.

In these Terms, unless otherwise specified, words indicating the singular shall be understood to include the plural and vice versa and words indicating gender include all genders.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ICO (hereby referred to as “ICO”, “Sale”, or “Campaign”) in which the token (FXN) is sold.

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PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

BY AGREING TO THESE TERMS, AND BY PURCHASING FXN TOKENS USING THE FOXCSN.COM WEBSITE, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND HAVE FULL CAPACITY TO CONTRACT UNDER APPLICABLE LAW; ONLY TRANSACTING ON FOXCSN.COM WITH LEGALLY-OBTAINED FUNDS THAT BELONG TO YOU; NOT FURTHERING, PERFORMING, UNDERTAKING, ENGAGING IN, AIDING, OR ABETTING ANY UNLAWFUL ACTIVITY THROUGH YOUR RELATIONSHIP WITH US OR THROUGH YOUR USE OF FOXCSN.COM; AND, COMPORTING WITH AND OBEYING ALL APPLICABLE LAWS.

FOXCASINO RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

BY PURCHASING TOKENS FROM US DURING THE ICO PERIOD, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS TO FOXCSN.COM FOR ANY REASON, INCLUDING BUT NOT LIMITED TO BREACHES OF OUR TERMS, AT OUR SOLE AND ABSOLUTE DISCRETION. THE USE OF FOXCSN.COM CONSTITUTES A VIOLATION OF OUR TERMS OF SERVICE WHERE PROHIBITED BY APPLICABLE LAW.

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1. General

1.1. ICO is a crowdfunding process by which FoxCasino Team will receive financial means for the development of a FoxCasino web-based platform.

1.2. FXN is cryptographic token, issued by FoxCasino, and published in Ethereum platform (Ethereum) public blockchain.

1.3. FoxCasino Team organize the ICO, to issue FXN tokens, to do all conversion from cryptocurrencies/tokens to fiat money and back, to organize buyback and refund payment processing.

1.4. FoxCasino is not an investment advisor and shall not be understood and interpreted as such. FoxCasino is not a security.

1.5. FXN is/are not cryptocurrency, regardless of what legal meaning word “cryptocurrency” has, unless and to the extent the meaning of FXN tokens are described and defined by these Terms.

2. Pre-ICO and ICO Overview

2.1. The Pre-ICO begins at 12:00:00 MSK (UTC +3:00) on November 20, 2017.
The ICO begins at 12:00:00 MSK (UTC +3:00) on December 18, 2017

2.2. The Pre-ICO ends at 23:59:00 MSK (UTC +3:00) on December 3, 2017.
The ICO ends at 23:59:00 MSK (UTC +3:00) on December 31, 2017

2.3. The Team reserves the right to extend the sale duration for any reason, including the unavailability of the website <https://foxcasino.com> or other unforeseen security or procedural issues.

2.4. The maximum total amount of FXN tokens to be issued is 10,000,000.

2.5. 70%, or 7,000,000, of Available tokens are for sale open to the public.

2.6. 5%, or 500,000, of Available tokens are reserved for Pre-ICO.

2.7. 10%, or 1,000,000, of Available tokens are reserved for bonus or bounty.

2.8. 15% or 1,500,000 of Available tokens are reserved for the Team.

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- 2.9. The sale will finish at the designated end date above, or when all the tokens have been sold.
- 2.10. The Team also reserves the right to shorten the sale duration for any alternative reason.
- 2.11. The Team warrants that it will not purchase the FXN tokens in its own sale. Furthermore, The Team warrants that it will not purchase FXN from any third party, or acquire FXN in any manner, or acquire future control of FXN, during the period of the ICO.
- 2.12. Except to the extent paid as compensation for work performed for FoxCasino, neither the founders nor the existing investors of FoxCasino will receive Retained Tokens from FoxCasino or any amount of the Ether or Bitcoin that is used to purchase Tokens from FoxCasino during the Sale Period.
- 2.13. The ICO will be conducted by FoxCasino, through the following website: FoxCsn.com.

3. Acquisition of FXN Tokens

- 3.1. You agree to purchase and we agree to sell, on the terms set forth herein, FXN tokens. We can provide a refund of the purchase price according our terms and conditions.
- 3.2. Tokens will be created and provided to Buyers after completion of the ICO.
- 3.3. Tokens distributed in recognition of financing received by FoxCasino during the ICO will constitute 100% of the total number of Tokens generated.
- 3.4. The price of the FXN token is nominated in US dollars (USD).
- 3.5. The cost of the FXN tokens may fluctuate during Campaign due to changes in exchange rates.
- 3.6. On the Pre-ICO, 1 FXN token will be provided for the equivalent of \$ 0.50 USD.

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- 3.7. On day 1 of the ICO, 1 FXN token will be provided for the equivalent of \$ 1 USD +(bonus reward).
- 3.8. After the end of Crowdfunding, it would be possible to submit a request for purchase of the FXN tokens. However, we cannot guarantee that these requests would be fulfilled.
- 3.9. The following cryptocurrencies are eligible for the purposes of FXN purchase:
- Ethereum (ETH)
- 3.10. All FXN Tokens will be of equal value and functionality.
- 3.11. Within 7 (seven) days after the ICO is over, investors will be able to withdraw their tokens to their Ethereum wallet or keep them in their personal account till FXN starts trading on exchanges. All raised funds will be received and kept in multisignature wallets.
- 3.12. The minimum amount of FXN Tokens for a single act of purchase is 10 (ten).
- 3.13. On FoxCsn.com website, FoxCasino Team will disclose on a daily basis, the total number of Tokens sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing FXN pool at the time of their FXN purchase.

4. Refund Policy

- 4.1. After the end of ICO any participant can submit a request for refund of the invested funds. All refunds are subject to availability of the funds and new purchase orders that would be placed after the end of Crowdfunding. All refunds would be done in US Dollars. The exchange rates of all accepted coins/tokens would be published on FoxCsn.com after the end of ICO. All transaction costs would be paid by Buyers.

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5. Intellectual Property

5.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

5.2. In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming FXN tokens. These terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these terms.

5.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the website and to use the FXN tokens strictly in accordance with these Terms. As a condition of your use of the website and FXN tokens you warrant to FoxCsn.com that you will not use the website and FXN tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the FXN tokens in any manner that could damage, disable, overburden, or impair the website Site or interfere with any other party's use and enjoyment of the website, FXN tokens or any other products offered thereto. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website and/or FXN tokens and/or other services provided thereto. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer FXN tokens to third parties.

5.4. All content included on the website, including the FNX tokens, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the website is the property of FoxCasino and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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6. Security

6.1. You will implement reasonable and appropriate measures designed to secure access to (I) any device associated with the email address associated with your account, (II) private keys required to access any relevant Ethereum address, and (III) your username, password and any other login or identifying credentials.

6.2. In case you suspect a security breach in any of the above mentioned, you will inform us immediately so we can take all required and possible measures to secure your account, FoxCasino and systems as whole.

6.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

7. Privacy

7.1. FoxCasino respects the privacy of its Users by not requesting any information that Terms of Service for FoxCasino ICO is unnecessary for the use of the service or to comport with our obligations under applicable law. You accept that FoxCasino will generally comply with all reasonable legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries; to respond to legal process; to respond to the order of a court of competent jurisdiction and those exercising the court's authority; and, to protect FoxCasino and our users.

8. Taxes

8.1. All your factual and potential tax obligations are your concern and FoxCsn.com is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

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8.2. 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.

9. Access to services

9.1. FoxCsn.com reserves the right, in its sole discretion, to terminate your access to the website and its related services or any portion thereof at any time, without notice, in particular due to legal grounds originating in ant-money laundering and know your client regulation and procedures.

10. Users from the United States

10.1. The website and its products are not offered for use to the citizens of the United States of America (“USA”) regardless of their location, and are not offered to natural or legal persons, having their seat or habitual residence in the USA.

10.2. All activities of the website and its products are executed out of the Dubai.

10.3. By participating in the Campaign, making payments, or receiving and holding FXN tokens you represent and warrant that you are not a US resident or citizen.

10.4. Due to the FoxCsn.com products being offered on the Internet (meaning both the world wide web and the Ethereum blockchain) FoxCsn.com understands that there is a possibility that there might be a certain “flow back” of FoxCsn.com products into the USA or to the citizens of the USA.

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FoxCsn.com consequently explicitly prohibits persons from paragraph 10.1 from using FoxCsn.com products and website. FoxCsn.com shall not be held liable for any legal or monetary consequence arising of such use. Such persons using FoxCsn.com products and website despite the prohibition shall on first request indemnify and hold harmless FoxCsn.com from any legal or monetary consequence arising of their breach of this terms as described in this paragraph.

11. Notices

11.1. We may provide any notice to you under this Agreement by: (I) posting a notice on the website; or (II) sending an email to the email address then associated with your account. Notices we provide by posting on the website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

11.2. To give us notice under this Agreement, you must contact us by email to ask@foxcsn.com. We may update this email address for notices to us by posting a notice on our website. Notices to us will be effective one business day after they are sent.

11.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

12. Risks

12.1. Use of FoxCsn.com and use of FXN tokens may carry financial risk. FoxCsn.com and FXN tokens, therefore, are to be used as experimental software utilities only.

12.2. Digital currency and digital assets are highly experimental and risky. The conversion service available on FoxCsn.com to convert to or from Bitcoin and alternative digital currencies attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes.

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FoxCasino typically regards digital currency payments as “accepted” when one block confirmation has been registered, however, due to varying security between blockchains, FoxCasino reserves the right to require additional block confirmations to reduce risk of fraudulent double spending attempts or errors related to forks. FoxCsn.com may occasionally accept a payment with zero confirmations, though this decision is at FoxCsn.com sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by FoxCsn.com of that payment. The User’s payment must be received by FoxCasino within a period of 20 minutes in order to receive the guaranteed exchange rate. Please contact FoxCasino for more information on exchange rates.

12.3. (a) Legal risks regarding securities regulations. There is a risk that in some jurisdictions FoxCasino might be considered to be a security, or that it might be considered to be a security in the future. FoxCsn.com has avoided making FXN tokens available to natural and legal persons from such jurisdictions, however FoxCsn.com does not give warranties or guarantees that FoxCasino token is not a security also in all jurisdictions, where it was made available. Each user of FXN tokens shall bear its own legal or financial consequences of FoxCasino being considered a security in their respective jurisdiction. Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of FoxCsn.com to provide FXN tokens could in some jurisdictions be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that FXN tokens are not legal in certain jurisdiction, FoxCsn.com will either a) cease operations in that jurisdiction, or b) adjust FXN tokens in a way to comply with the regulation should that be possible and viable.

(b) Risks associated with the Ethereum protocol. FoxCasino token is based upon the Ethereum protocol. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the FXN token to malfunction or function in an unexpected or unintended manner. Ethereum, the native unit of account of the Ethereum Protocol may itself lose value in ways similar to FXN token, and also other ways. More information about the Ethereum protocol is available at <https://www.ethereum.org/>

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- (c) Risks associated with users' credentials. Any third party that gains access to the user's login credentials for the website or private keys may be able to dispose of the user's FXN tokens. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices.
- (d) Risk of unfavorable regulatory action in one or more jurisdictions. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and FoxCasino could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like FoxCasino, which could impede or limit their existence, permissibility of their use and possession, and their value.
- (e) Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your token wallet, the website or the availability of FXN tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
- (f) Risk of security weaknesses in the FoxCasino source code or any associated software and/or infrastructure. There is a risk that the FoxCasino, or other third parties may unintentionally introduce weaknesses or bugs into the FoxCasino source code interfering with the use of or causing the loss of FXN tokens.
- (g) Risk of weaknesses or exploitable breakthroughs in the field of cryptography. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Ethereum platform and FoxCasino, which could result in the theft or loss of tokens.
- (h) Risk of low or no liquidity. Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that FXN tokens will be subject to exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and FoxCsn.com does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure.

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- (i) Risk of uninsured losses. Unlike bank accounts or accounts at some other financial institutions, funds held using FoxCasino or Ethereum network are entirely uninsured.
- (j) Risk of malfunction in the Ethereum network or any other blockchain. It is possible that the Ethereum network or any other network, to which FoxCasino is interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of FoxCasino.
- (k) Unanticipated risks. Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that FoxCsn.com cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

13. Force Majeure

13.1. The Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

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14. FXN tokens are provided "as is". We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the FXN tokens, including any warranty that the FXN tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

15. Liability

15.1. FoxCsn.com and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if FoxCsn.com has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of this website and/or its products or another linked website.

15.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the FXN tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the FXN tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any FoxCasino token.

15.3. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of FXN tokens contrary to these terms.

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If we or our affiliates are obligated to respond to a thirdparty subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

15.4. The information, software, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. FoxCsn.com and/or its suppliers may make improvements and/or changes in the website at any time.

FoxCsn.com makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the FXN tokens, the website, information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law, FXN tokens, the website, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. FoxCsn.com hereby disclaims all warranties and conditions with regard to the FXN tokens, the website, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

16. THIS AGREEMENT DOES NOT CREATE ANY THIRD-PARTY BENEFICIARY RIGHTS IN ANY INDIVIDUAL OR ENTITY.

17. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN YOU AND US REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS REPRESENTATIONS, UNDERSTANDINGS, AGREEMENTS, OR COMMUNICATIONS BETWEEN YOU AND US, WHETHER WRITTEN OR VERBAL, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. WE WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECT TO, ANY TERM, CONDITION OR OTHER PROVISION WHICH IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS AGREEMENT (WHETHER OR NOT IT WOULD MATERIALLY ALTER THIS AGREEMENT) AND WHICH IS SUBMITTED BY YOU IN ANY ORDER, RECEIPT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHER DOCUMENT.

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18. IF YOU DISAGREE WITH ANY OF THESE TERMS, OR BELIEVE THAT ANY SHOULD NOT APPLY TO YOU, IMMEDIATELY NAVIGATE AWAY FROM THE WEBSITE.
19. IF YOU HAVE ANY FURTHER QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT ASK@FOXCSN.COM

