

TERMS AND CONDITIONS

1. AGREEMENT TO TERMS

These Terms of Use form a legally binding agreement between you, whether acting as an individual or on behalf of a business entity (“you”), and **Flusso Dynamics Group Limited Liability Company**. (referred to as “Fusso,” “we,” “us,” or “our”) regarding your access to and use of the website <https://www.flussogroup.com/>, as well as any related media forms, communication channels, mobile applications, or other platforms linked to or associated with it (collectively referred to as the “Site”). We are a company registered in Poland addressed at HOZA St., No. ,68 Apt./Room 210, WARSAW, postcode 06-82-POLAND.

By accessing the Site, you confirm that you have read, understood, and agree to be bound by these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, YOU MUST IMMEDIATELY CEASE USE OF THE SITE.

Additional terms or policies may be posted on the Site from time to time and are incorporated into these Terms by reference. We reserve the right, at our sole discretion, to update or modify these Terms. Notification of such changes will be made by updating the “Last Updated” date, and you agree to waive any right to receive individual notice of each modification. Please ensure you review the applicable Terms whenever you use the Site to stay informed of any updates. Your continued use of the Site constitutes acceptance of any changes to the Terms.

The content available on the Site is not intended for distribution or use in jurisdictions where such actions would violate local laws or regulations or where they would require us to register within that jurisdiction. Those who choose to access the Site from outside permissible locations do so at their own risk and are solely responsible for compliance with applicable local laws.

The Site is intended solely for individuals who are 18 years of age or older. If you are under 18, you are not permitted to use or register for the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specified, the Site and all its elements, including source code, databases, software, website designs, text, audio, video, images, and graphics (collectively, the “Content”), as well as trademarks, service marks, and logos (the “Marks”), are owned, licensed, or controlled by us. They are protected under copyright, trademark, and other applicable **intellectual property laws, both in the United States and internationally**. The Content and Marks are made available on the Site for your personal and informational use only. Without our explicit written permission, no part of the Site, Content, or Marks may be copied, reproduced, distributed, sold, licensed, publicly displayed, or otherwise exploited for any commercial purpose.

Subject to your compliance with these Terms, you are granted a limited license to access and use the Site and download or print portions of the Content for personal, non-commercial purposes only. All rights not explicitly granted to you are reserved by us.

3. USER REPRESENTATIONS

By using the Site, you confirm and warrant that: (1) you possess the legal authority to agree to these Terms of Use; (2) you are of legal age in your jurisdiction; (3) you will not access the Site using automated systems such as bots or scripts; (4) your use of the Site is lawful and authorized; and (5) your activities on the Site comply with all applicable laws and regulations. Should any information you provide be false, incomplete, or outdated, we reserve the right to suspend or terminate your account and deny current or future access to the Site.

4. PROHIBITED ACTIVITIES

The Site is provided for your personal use, and its use for any purpose other than those explicitly approved by us is strictly forbidden. You must not use the Site for any unauthorized commercial purposes or ventures unless expressly permitted by us.

As a user of the Site, you agree not to:

- Collect or compile data or other content from the Site systematically to create a collection, database, or directory without our prior written consent.
- Attempt to deceive, defraud, or mislead us or other users, particularly in efforts to obtain sensitive account information such as passwords.
- Disable, circumvent, or otherwise interfere with the Site's security features, including measures that prevent unauthorized access or copying of Content.
- Make defamatory or harmful statements about us or the Site.
- Use information obtained from the Site to harass, abuse, or harm another individual.
- Misuse our support services or submit false abuse or misconduct reports.
- Create unauthorized links to or frame the Site's content without our consent. • Copy, adapt, or modify the Site's software, including Flash, PHP, HTML, or JavaScript, or attempt to bypass restrictions on the Site.
- Upload or transmit harmful materials such as viruses, Trojan horses, or spamming content that disrupts other users' experience or the Site's functionality.
- Use automated tools like bots, scripts, or data extraction software to interact with the Site without authorization.
- Remove copyright or proprietary notices from any Site Content.
- Impersonate another individual or use someone else's account credentials.
- Transmit materials that act as passive or active data collection mechanisms (e.g., web bugs, cookies) without authorization.
- Overburden the Site's networks or services or interfere with their functionality.

- Harass, intimidate, or threaten our staff or agents involved in providing the Site.
- Violate any applicable laws or regulations in your use of the Site.
- Engage in unauthorized use of the Site, including collecting usernames or email addresses for unsolicited communications or creating accounts under false pretenses.
- Reverse engineer, decompile, or attempt to extract the source code of the Site's software without authorization, except as permitted by law.
- Use unauthorized automated systems like spiders, scrapers, or bots to access the Site.
- Employ a buying or purchasing agent to transact on the Site without approval.
- Sell or redistribute copyrighted materials, counterfeit goods, or unauthorized brand-name products without proper authorization.
- Engage in activities such as gambling, sweepstakes, or lotteries for monetary or material prizes.
- Promote products or services that are prohibited by law, such as illegal drugs, weapons, or pornography.
- Operate predatory financial or consulting services that exploit customers.
- Use the Site to distribute false, misleading, or deceptive information regarding your identity or business.
- Facilitate transactions on behalf of undisclosed merchants or for products or services not authorized in your account.

These restrictions are designed to maintain a safe and lawful environment for all users. Violation of these terms may result in the suspension or termination of your access to the Site.

5. USER-CREATED CONTENT

The Site does not allow users to upload or post material directly. However, we may offer you the ability to generate, submit, publish, display, transmit, or share content and materials with us or on the Site. This could include, but is not limited to, text, written works, videos, audio recordings, images, graphics, comments, suggestions, personal data, or other forms of content (collectively referred to as "Contributions"). Such Contributions may be visible to other Site users and potentially accessible through third-party platforms. By providing Contributions, you acknowledge they will be treated in line with our Privacy Policy. When you create or share Contributions, you confirm and agree to the following:

- Your Contributions, including their creation, distribution, display, transmission, and accessibility, do not and will not violate the intellectual property rights or moral rights of any third party, such as copyrights, trademarks, patents, or trade secrets.

- You are the rightful owner or possess the required licenses, permissions, and consents to grant us, the Site, and its users the rights to use your Contributions as outlined in these Terms of Use.
- You have secured written consent, releases, and permissions from every identifiable individual in your Contributions, allowing their names or likenesses to be included and used in accordance with the Terms of Use.
- Your Contributions are accurate, truthful, and not misleading.
- Your Contributions are not unapproved advertising, spam, pyramid schemes, chain letters, or unauthorized solicitations.
- Your Contributions do not contain material that is offensive, obscene, violent, harassing, or objectionable as determined by us.
- Your Contributions do not incite harm, disparage, or ridicule others.
- Your Contributions comply with all applicable laws, regulations, and rules.
- Your Contributions do not infringe on third-party privacy or publicity rights.
- Your Contributions do not involve or promote child exploitation or material harmful to minors.
- Your Contributions avoid offensive remarks regarding race, ethnicity, gender, sexuality, or disabilities.
- Your Contributions align with these Terms of Use and applicable legal standards.

Any breach of these conditions may result in actions including suspension or termination of your rights to access or use the Site.

6. CONTENT LICENSE

You consent to our right to access, store, process, and utilize any data or personal information you provide, following our Privacy Policy and your specified preferences.

By submitting feedback or suggestions about the Site, you permit us to use and share such input for any purpose without compensation to you.

We do not claim ownership of your Contributions. You maintain full ownership of your Contributions, including related intellectual property or proprietary rights. However, you agree to absolve us of any responsibility for the content or implications of your Contributions and waive any legal claims against us regarding your Contributions.

7. SUBMISSIONS

Any feedback, questions, suggestions, ideas, or other information ("Submissions") you provide about the Site will be considered non-confidential and will become our exclusive property. We will hold all rights, including intellectual property rights, to these Submissions and may use or distribute them for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any moral rights to these Submissions and guarantee they are original or that you hold the

necessary rights to share them. You agree not to pursue claims against us for any alleged infringement related to your Submissions.

8. THIRD-PARTY CONTENT AND LINKS

The Site may contain links to external websites ("Third-Party Websites") or content originating from third parties ("Third-Party Content"), such as articles, media, applications, or other materials. We do not examine or verify the accuracy, appropriateness, or completeness of such Third-Party Websites or Third-Party Content and are not responsible for their content, policies, or practices. The presence of these links or content does not imply endorsement or approval by us.

If you decide to engage with Third-Party Websites or utilize Third-Party Content, you do so at your own risk. These Terms of Use no longer apply once you leave the Site. It is your responsibility to review the applicable terms, policies, and data practices of the Third-Party Websites you visit or applications you use.

Purchases made through Third-Party Websites are solely between you and the external provider. We disclaim any liability for such transactions, including any harm caused by your purchase of third-party goods or services. Furthermore, we are not liable for damages or losses stemming from your interaction with Third-Party Content or websites linked to the Site. By using the Site, you agree to hold us harmless for any consequences related to your dealings with third-party entities.

9. MANAGEMENT OF THE SITE

We retain the authority, though not the obligation, to: (1) oversee the Site for any breaches of these Terms of Use; (2) initiate suitable legal proceedings against any individual who, at our sole discretion, violates these Terms or applicable laws, which may include reporting such actions to relevant authorities; (3) limit, restrict, or remove access to any of your Contributions or portions thereof at our sole discretion and technological feasibility, without notice or liability; (4) remove or disable files and content deemed excessively large or burdensome to our systems, again at our sole discretion; and (5) otherwise manage the Site in a way that safeguards our rights and property and ensures its optimal operation.

10. PRIVACY POLICY

Your privacy and data security are important to us. We encourage you to review our Privacy Policy at <https://www.flussogroup.com/privacy-policy>. By accessing or using the Site, you consent to our Privacy Policy, which is integrated into these Terms. **Please note that the Site is hosted in Germany.** If you are accessing the Site from a region with differing data laws, your use of the Site constitutes your agreement to the transfer and processing of your data in Germany in accordance with its regulations.

11. TERM AND TERMINATION

These Terms of Use are effective as long as you continue using the Site. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES) FOR ANY REASON OR NO REASON, INCLUDING BUT NOT LIMITED TO VIOLATIONS OF THESE TERMS OR APPLICABLE LAWS.

Should your access or participation in the Site be terminated, you are prohibited from registering a new account under any name—whether your own, a fictitious name, or that of a third party. Additionally, we may pursue legal remedies, such as civil or criminal action, if deemed appropriate.

12. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to amend, modify, or remove content from the Site at any time without notice or obligation. We may also suspend or discontinue parts of the Site without warning. While we strive to maintain continuous service, unforeseen issues such as technical problems, maintenance, or updates may cause interruptions. We are not liable for any loss or inconvenience caused by such interruptions, and nothing in these Terms obligates us to ensure continuous operation or provide updates for the Site.

13. GOVERNING LAW

These Terms are **governed by the laws of Switzerland**, excluding the United Nations Convention on Contracts for the International Sale of Goods. If you reside in the EU, you are entitled to legal protections under your country's laws. Both you and **Flusso** agree to submit to the jurisdiction of the **courts in Lugano, Switzerland**. You may also pursue claims in your country of residence to protect your consumer rights.

14. DISPUTE RESOLUTION

Informal Negotiations

To encourage efficient resolution and minimize expenses, you and we agree to attempt informal negotiations for any dispute ("Dispute") related to these Terms for a minimum of 30 days before pursuing arbitration. Written notice is required to initiate these discussions.

Binding Arbitration

Disputes arising from these Terms shall be resolved by an arbitrator in accordance with the Arbitration and Internal Rules of the European Court of Arbitration, part of the European Centre of Arbitration, headquartered in Strasbourg. The arbitration proceedings will occur in Lugano, Switzerland, be conducted in Italian, and apply Swiss substantive law.

Restrictions

Arbitration will be limited to individual Disputes between the parties. To the extent permitted by law, no class-action proceedings or representative claims are allowed.

Exceptions

The following types of disputes are exempt from arbitration and informal negotiations: (a) claims to protect intellectual property rights; (b) disputes involving theft, privacy violations, or unauthorized usage; and (c) requests for injunctive relief. If this clause is deemed unenforceable, disputes shall instead be resolved in the courts specified above, and the parties submit to their jurisdiction.

15. CORRECTIONS

The Site may contain typographical errors, inaccuracies, or omissions, including but not limited to information on descriptions, pricing, availability, and other details. We reserve the right to rectify such errors, inaccuracies, or omissions and to update or amend the information on the Site at any time without prior notice.

16. DISCLAIMER

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE." YOUR USE OF THE SITE AND OUR SERVICES IS ENTIRELY AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, AND NON-INFRINGEMENT.

We make no guarantees regarding the accuracy, completeness, or reliability of the Site's content or any linked sites. WE SHALL NOT BE HELD LIABLE FOR: (1) ERRORS OR INACCURACIES IN CONTENT OR MATERIALS; (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM YOUR ACCESS TO OR USE OF THE SITE; (3) UNAUTHORIZED ACCESS TO OUR SERVERS OR THE PERSONAL AND FINANCIAL INFORMATION STORED THEREIN; (4) INTERRUPTIONS IN SERVICE TO OR FROM THE SITE; (5) BUGS, VIRUSES, TROJANS, OR OTHER MALWARE TRANSMITTED THROUGH THE SITE BY THIRD PARTIES; OR (6) ANY OTHER ERRORS, OMISSIONS, OR DAMAGES RESULTING FROM YOUR USE OF SITE CONTENT.

WE DO NOT GUARANTEE, ENDORSE, OR ASSUME LIABILITY FOR ANY PRODUCTS OR SERVICES PROMOTED BY THIRD PARTIES THROUGH THE SITE OR OTHER WEBSITES LINKED TO IT. ALL TRANSACTIONS WITH THIRD PARTIES ARE YOUR RESPONSIBILITY, AND YOU SHOULD EXERCISE CAUTION WHEN MAKING PURCHASES ONLINE.

17. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE HELD RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR OTHER LOSSES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN INFORMED OF SUCH POTENTIAL DAMAGES.

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF THESE TERMS OR YOUR USE OF THE SITE SHALL BE LIMITED TO \$3,000. CERTAIN STATE AND INTERNATIONAL LAWS MAY NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR DAMAGES, IN WHICH CASE THESE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY BE ENTITLED TO ADDITIONAL RIGHTS.

18. INDEMNIFICATION

You agree to defend and indemnify us, including our affiliates, officers, agents, and employees, from and against any claims, damages, or expenses (including attorney fees) arising from: (1) your use of the Site; (2) your violation of these Terms; (3) breaches of your representations or warranties; (4) your infringement of third-party rights, including intellectual property; or (5) harmful acts you commit against other users of the Site.

We reserve the right, at your expense, to assume control of the defense of any matter subject to indemnification and expect your full cooperation in defending such claims.

We will make reasonable efforts to notify you of any claim or legal action as soon as we become aware of it.

19. USER DATA

We retain data you submit to the Site for operational purposes and general site management. While we regularly back up data, you are solely responsible for any data you provide or activities linked to your account. WE ACCEPT NO RESPONSIBILITY FOR LOSS OR CORRUPTION OF DATA AND WAIVE LIABILITY FOR ANY DAMAGES ARISING FROM SUCH INCIDENTS.

20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By visiting the Site, sending emails, or completing online forms, you consent to electronic communication. You agree that all agreements, notices, and records provided electronically fulfill any legal requirements for written communication. YOU ACCEPT THE USE OF ELECTRONIC SIGNATURES AND RECORDS FOR TRANSACTIONS COMPLETED ON THE SITE, AND YOU WAIVE ANY RIGHTS REQUIRING NON-ELECTRONIC FORMS OR SIGNATURES.

21. MISCELLANEOUS

These Terms and any rules posted by us on the Site constitute the full agreement between you and us. Failure to enforce any part of these Terms does not waive our rights. We may assign our rights and obligations to third parties at any time.

If any part of these Terms is found invalid or unenforceable, it shall not affect the validity of the remaining provisions. These Terms do not create any joint venture, partnership, or agency relationship between you and us. You waive all defenses against the electronic format of these Terms and their non-signature execution.

22. EXCLUSION OF LIABILITY

By using cryptocurrency services, you acknowledge and accept the risks, including potential scams. Flusso and its partners are not responsible for any losses resulting from fraudulent transfers or scams. You assume full responsibility for your decisions and release us from any liability. If you need assistance, contact **Flusso**.

23. CONTACT US

If you have a complaint or require more information about the Site, please contact us at:

Flusso Dynamics Group Limited Liability Company

HOZA St., No. ,68 Apt./Room 210, WARSAW, postcode 06-82-POLAND

compliance@flussogroup.com

<https://www.flussogroup.com> (Contact Form)