

FluxOn

Terms and Conditions

Last updated: July 11, 2018

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with fluxonclub.com website (the "Service") operated by **Inn Tech Future Group LLC** ("us", "we", "our", or "FluxOn").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service

1. FluxOn

- 1.1. FluxOn creates a **Limited Mining Club**.
- 1.2. FluxOn makes the FON token available for sale and the investment raised in the crowdsale is used to create the **FluxOn Mining Centers**, once the awards for recommendations have been deducted.
- 1.3. FluxOn manages the Mining Centers as follows:
 - a) Output generation;
 - b) Distribution of the output among the owners of FON tokens;
 - c) Maintenance and renovation of the equipment.

2. Scope of FluxOn

- 2.1. FluxOn Club Members obtain Ethereum-based FON Tokens that represent their participation in the distribution of the output of the FluxOn Mining Centers.
- 2.2. FluxOn is aimed at building cryptocurrency mining facilities with the objective of generating cryptocurrencies according to its own criteria. Up to 20% of the mining center output are used for the maintenance and equipment renewal purposes. The rest is proportionally distributed between all FON token holders.
- 2.3. Other services, including the ones that are not listed in this document, in the future may be created and offered to members of the FluxOn community.

3. FON Token

- 3.1. The FON token gives the owner a part of the output of the FluxOn mining facilities. All FON tokens are equal in terms of the proportion of the output to which they are entitled.
- 3.2. The FON token has a direct company price of \$1.
- 3.3. In some jurisdictions, FON token can be classified as a value, since it provides rights to a portion of the output. Neither the Swiss FINMA nor the United States Securities and

Exchange Commission, nor any other foreign regulatory authority has approved an investment in the FON tokens. By signing this agreement, the User clearly states that he is not protected by the investment protection legislation in any way.

- 3.4. The FON token is not a share and does not give any right to participate in the general meetings of Inn Tech Future Group LLC. The FON token will not have any particular value outside of **www.fluxonclub.com** and the sub domains inside.
- 3.5. FON tokens are strictly limited to users who do not act in their capacity as consumers. A consumer means any natural person who makes a legal transaction for purposes that are predominantly outside of their trade, business or profession.

4. Risks

- 4.1. Any user who purchases FON Tokens expressly acknowledges and declares to have carefully reviewed the terms and conditions and fully understands the risks, costs and benefits associated with the purchase of this token and, if necessary, obtain independent advice in this regard.
- 4.2. Any interested person who is not in the position to accept nor to understand the risks associated with the crowdsale (include the risks related to the non- development of FluxOn Mining network and operations) or any other risks as indicated in the Terms and Conditions, should not acquire FON, at this stage or later.

5. Purchases

- 5.1. If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.
- 5.2. You represent and warrant that:
 - a) You are authorized and have full powers to purchase FON tokens in accordance with the laws that apply in your jurisdiction of domicile;
 - b) You reside in a jurisdiction that allows FluxOn to sell the FON tokens through a crowdsale without requiring any local authorization;
 - c) The purchase of cryptographic tokens in your jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
 - d) The purchase of FON tokens will not be made for speculative purposes;
 - e) You are not a United States citizen, resident or entity (a "U.S. Person") nor are they purchasing FON Tokens or signing on behalf of a U.S. Person,
 - f) Will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - g) You are solely responsible for determining whether the acquisition of FON tokne is appropriate for you. With respect to payment methods,
 - h) You have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase;
 - i) The information you supply to us is true, correct and complete.
- 5.3. By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

- 5.4. The FON token can be purchased during the crowdsale directly from the Company and after the crowdsale to a user owner of FON tokens.
- 5.5. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.
- 5.6. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

6. Returns and Refunds Policy

- 6.1. We do not issue refunds for digital products and (or) service once the order is confirmed and the product is sent.
- 6.2. The purchase of FON tokens is final and non-refundable.
- 6.3. We recommend contacting us for assistance if you experience any issues receiving or downloading our products.

7. Availability, Errors and Inaccuracies

- 7.1. We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.
- 7.2. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

8. Contests, Sweepstakes and Promotions

- 8.1. Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

9. Content

- 9.1. Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.
- 9.2. By posting Content to the Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.
- 9.3. You represent and warrant that:

- a) The Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms and Conditions;
- b) The posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

10. Accounts

- 10.1. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms and Conditions, which may result in immediate termination of your account on our Service.
- 10.2. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.
- 10.3. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- 10.4. FluxOn will not be responsible for any loss of FON tokens or situations that prevent access to FON tokens, which may result in actions or omissions of the User or any person who acquires FON tokens.
- 10.5. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

11. Copyright policy

- 11.1. We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person.
- 11.2. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" of **compliance@fluxonclub.com** and include in your notice a detailed description of the alleged Infringement.
- 11.3. You may be held accountable for damages (including costs and attorney's fees) for misrepresenting that any Content is infringing your copyright.

12. Intellectual Property

- 12.1. The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Inn Tech Future Group LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the Georgia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Inn Tech Future Group LLC.

13. Links to Other Websites

- 13.1. Our Service may contain links to third-party web sites or services that are not owned or controlled by Inn Tech Future Group LLC.
- 13.2. Inn Tech Future Group LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Inn Tech Future Group LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.
- 13.3. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

14. Termination

- 14.1. We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms and Conditions.
- 14.2. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

15. Limitation of Liability

- 15.1. In no event shall FluxOn, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from
- 15.2. Your access to or use of or inability to access or use the Service;
 - a) Any conduct or content of any third party on the Service;
 - b) Any content obtained from the Service;
 - c) Unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

16. Important Disclaimer

- 16.1. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 16.2. The Terms and Conditions will not be considered nor can they be considered as an invitation to participate in an investment. They do not constitute or relate in any way and should not be considered as an offer of securities in any jurisdiction. The Terms and Conditions do not include or contain any information or indication that can be considered a recommendation or that can be used as a basis for an investment decision.

- 16.3. FluxOn is not a financial intermediary in accordance with the law and is not obliged to obtain any authorization for money laundering.
- 16.4. The acquisition of FON tokens will not grant any right or influence to buyers over the organization and governance of FluxOn.
- 16.5. Regulatory authorities are thoroughly analyzing the companies and operations related to cryptocurrencies around the world. In that sense, regulatory measures, investigations or actions may affect FluxOn's business and even limit or prevent it from developing its operations in the future. Anyone acquiring FON tokens should keep in mind that the FluxOn business model and the Terms and Conditions may change or need to be modified due to new regulatory and compliance requirements in any applicable law in any jurisdiction. In such case, the buyers of FON tokens acknowledge and understand that neither FluxOn nor any of its users or affiliates will be responsible for any loss or direct or indirect damage caused by said changes.
- 16.6. FluxOn its subsidiaries, affiliates, and its licensors do not warrant that:
- a) The Service will function uninterrupted, secure or available at any particular time or location;
 - b) Any errors or defects will be corrected;
 - c) The Service is free of viruses or other harmful components;
 - d) The results of using the Service will meet your requirements.

17. Governing Law

- 17.1. These Terms and Conditions shall be governed and construed in accordance with the laws of Georgia, without regard to its conflict of law provisions.
- 17.2. Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms and Conditions will remain in effect. These Terms and Conditions constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

18. Changes

- 18.1. We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- 18.2. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new Terms and Conditions, please stop using the Service.

19. Contact Us

- 19.1. If you have any questions about our Terms and Conditions, please contact us:
By email: [**info@fluxonclub.com**](mailto:info@fluxonclub.com)