

Terms & Conditions

PUBLIC OFFER

EFFECTIVE DATE 01/06/2022

Please read the terms carefully as they govern your use of MAZURI GAME-FI s.r.o.

This Public offer (hereinafter referred to as the Agreement) is an agreement between MAZURI GAME-FI s.r.o., registered in the Czech Republic, ID: 144 42957 (hereinafter referred to as <https://www.mazuri.io> or Platform or MAZURI GAME-FI s.r.o.) and individuals or legal entities who use (hereinafter referred to as Users) the website <https://www.mazuri.io> (hereinafter referred to as the Site).

By making a any purchase/sale on the Site or using the Site to play the game the User accepts the terms of this Agreement and gives full and unconditional consent to the conditions set forth in the Agreement, as a result of which legal relations are established between the MAZURI GAME-FI s.r.o. and the User (hereinafter referred to as the Parties, separately as the Party) regulated by the Civil Code.

If you do not agree with any condition of the Agreement or if it is not clear to you, please do not use the Site until any ambiguities or disagreements have been removed.

I. PREAMBLE

1. These Regulations, specifying, in particular, the principles of concluding remote contracts with or through Website as well as the principles of performance of these contracts, the rights and obligations of the Service Provider and the User.
2. As with any asset, the values of tokens (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding in tokens and their derivatives.
3. By using the website <https://www.mazuri.io>, you acknowledge and agree that:

a) you are aware of the risks associated with transactions of tokens and their derivatives;

b) you shall assume all risks related to the use of <https://www.mazuri.io> and transactions of tokens and their derivatives;

c) **<https://www.mazuri.io>** shall not be liable for any such risks or adverse outcomes. By accessing, using or attempting to use <https://www.mazuri.io> in any capacity, you acknowledge that you accept and agree to be bound by these terms. If you do not agree, do not visit <https://www.mazuri.io> and do not use **<https://www.mazuri.io>**

4. We carry out our activities in accordance with the legislation of the Czech Republic and EU. This site is intended exclusively for persons interested in the development of the Mazuri online game and wishing to support the Mazuri GF project.

II. INTRODUCTION

1. The Company established a digital ecosystem, which includes MAZURI City in the form of a metaverse and NFT marketplace. Both are accessible through the website.

2. The core part of the Platform is MAZURI City. MAZURI's business model is driven by MZR token, with several utility features, which will be further described in the document. Platform will be further developed, adding new functionalities.
3. MZR token is a utility token with clear underlying functional features (i.e. rights) for the token holders. It is inherently associated with the MAZURI Platform (mostly with the metaverse) and products and services that are available for the users of the Platform (gamers), whereas it does not in any extent qualify as a security, nor as any other financial instrument.
4. There will be no distribution of profits from the Company to token holders, nor will MZR token holders have any other investment interests.
5. It was understood from the MZR Token Whitepaper as well as from the conducted interview that there is no reason to believe that MZR token will increase in value, which token holders are required to expressly agree to and acknowledge, there are no (reasonable) expectations of any profit gains.
6. Finally, as further reasoned herein, the distribution of MZR tokens does not qualify as a public offering of regulated financial instruments in any manner whatsoever.

III. MAZURI PLATFORM:

1. MAZURI is a digital ecosystem build around a video game situated in the metaverse called Mazuri City. Metaverse and other integral parts of the Platform, including MZR token, are created and managed by the Company.
2. The Platform is a multilateral digital marketplace, where end-users (gamers) are developing their own digital avatars in a fighting simulation and where end-users can conduct in-game purchases of various digital assets, such as real estate, vehicles, skins, weapons, etc.).
3. All the above listed in-game assets will be in the form of non-fungible tokens (NFTs). To enable peer-to-peer and other in-game purchase (buy and sale) transactions, the Company established NFT marketplace.

4. MZR token is fungible token, as a MAZURI Platform's native crypto token.
5. MAZURI Platform has implemented tokenomics for MZR token, which is enabling utility features for MZR token exclusively on the MAZURI Platform and exclusively for the end-users of the Platform.
6. As it will be more in details explained later in the document, MZR tokens have unique integral function within the MAZURI Platform. As a crypto token with the clear and irreplicable utility value for the MAZURI Platform, there is no alternative to MZR token in the terms of usability and features.
7. MZR tokens are utility tokens that can be used in relation to the Platform only. Outside the Platform, MZR token will not have any utility value.
8. On the contrary, no other crypto tokens not issued by the Company will not have any utility value on the Platform.

IV. MZR TOKEN FUNCTIONALITIES

1. According to Company's documentation, MZR tokens issued on the Ethereum blockchain network. Tokens were generated and distributed by the Company in public and private sale, conducted in several successive rounds.

Tokenomics (utility features):

2. MZR token cannot be considered "security" or "value" token, which represents a certain financial value, and which is not linked to a specific service or product. Rather, MZR token enable the token holder to access and utilize some of the functions on the Platform related to various commissions, staking and voting. Taking this into account, MZR token is solely a token which provides certain functionalities to its holders.

3. MZR token is transferable representation of attributed functions specified in the protocol / code of the Platform, and is designed to have the following functions within the MAZURI's ecosystem:

- predominantly, MZR token is a necessary element for operating some of the core functions of the Platform as it serves as an access to the Platform's features (e.g. paying for in-game purchases) for all the end-users of the Platform;
- MZR tokens may be utilised on the MAZURI Platform as the medium of exchange (payments) between the different stakeholders on the Platform. Such payments include the following types of:
 - purchase of in-game digital assets (NFTs);
 - purchase/renewal of various services (e.g. "Manager service").
- MZR tokens will be utilised in a way that by locking them it will allow different stakeholders to utilize different services on the Platform:
 - paying marketing costs by sponsors and partners (locking MZR tokens to get a right to represent brands within the Platform);
 - organization of in-game tournaments (organizer will need to lock certain amount of MZR tokens before the tournament).

No passive income, no representation for shareholding:

4. Holders of MZR tokens will not be entitled to dividends, royalties or any other amounts as share of Platform's future revenues in whatever form (fiat or crypto currency). In no published documents (whitepaper), in the interview and in no public statements by the founders, passive income for MZR token holders in whatever form has directly or indirectly been mentioned at any time.

5. In view of the aforementioned consideration, MZR token holders should not receive a reasonable expectation or right to receive passive income. This is also expressly and clearly emphasized in the Company's documents and in the statements by the key people working for the Company in our attempt to eliminate any reasonable expectations of profits.

6. MZR token does not represent any shareholding, participation, right, title, or interest in the Company or any other company, enterprise or undertaking. Once issued, it does not appear that holders of MZR tokens incur any liability to the Company, nor did they enter into mutual covenants, or agree to rights and obligation, with other MZR token holders inter se. Consequently, it is unlikely that there would be any dealing in securities in the form of stocks or shares arising solely out of the design of MZR token in itself. Holder of the MZR tokens will not be entitled to any investments interests such as:
 - ownership or equity interest in the Company or in any other legal entity (see above under Security);

 - status as a creditor;

 - claim in bankruptcy as equity interest creditor and any other investment interests to which securities holders are entitled on regular basis.

7. MZR token is not intended to constitute securities in EU or any relevant jurisdiction, and will not entitle token holders to any promise of dividends, token buybacks, revenue sharing, fees, profits or investment returns.

The value of MZR token:

8. MZR token does not have any tangible or physical manifestation, and does not have any intrinsic value, nor does the Company or any other person make any representation or give any commitment as to its value.

9. The value of MZR token will not be pegged to any fiat currency or to any other assets.

10. The value of MZR token will depend exclusively on the market price as shall be on the centralised and decentralised crypto exchanges on which MZR token is and will be listed. There will be no mechanism in place operated by the Company which would control the MZR token price (e.g. market making or tokens buybacks).
11. MZR token is not for speculative investment and although MZR token is traded on digital asset exchanges, there is no guarantee or representation of value or liquidity for MZR token.
12. The Company and its founders are not planning to take any actions, including, but not limited to, destroying, removing from circulation, conducting buybacks or locking MZR tokens for the purpose of influencing the market price of the MZR tokens.

No pegging to fiat currencies or to other assets:

13. MZR token is non-refundable and cannot be exchanged with the Company or any affiliate for cash (or its equivalent value in any other digital asset) or any payment obligation by the Company or any affiliate.
14. MZR token is not intended to be a representation of money (including electronic money), security, commodity, bond debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment.
15. MZR token is not pegged to Euro or any other fiat currency, nor to any basket of fiat currencies. As such, MZR token is not intended to constitute e-money in EU or any relevant jurisdiction.
16. Платформа MAZURI не способствует передаче фиатной валюты от имени своих пользователей или других третьих лиц, а также не способствует конвертации токенов MZR в фиатную валюту.
17. The MAZURI Platform does not facilitate the transmission of fiat currency on behalf of its users or other third parties, nor does it assist with the conversion of MZR tokens to fiat currency.

Exchanging MZR tokens:

18. The documents and statements indicate that any conversion of MZR token to fiat currency will be done on third-party digital asset exchanges or using other authorized resources. MAZURI is not selling MZR tokens in exchange for fiat money.
19. The company will not create its own secondary market for MZR tokens (e.g. native exchange). MZR tokens will be offered to the public through centralised and decentralised crypto exchanges, where MZR token is or will be listed.

V. APPLICABLE LEGISLATION FOR MZR TOKEN

Financial instruments (MiFID II):

1. According to Annex I, section C of MiFID II Directive, which legally enumerates Financial Instruments, MZR token does not qualify as a security, nor as any other financial instrument according to MiFID II.
2. MZR is a utility token (as specified below) and it does not qualify as any other financial instrument under MiFID II, namely as:
 - money-market instrument;
 - units in collective investment undertakings;
 - derivative financial instruments;
 - financial contracts for differences, etc.

Electronic money (PSD2 and E-Money Directive):

3. According to point 25 of article 4 (PSD2) in reference to point 2 of article 2 of E-Money Directive, **MZR token does not qualify as a electronic money.**
4. Since MZR token is not a security under MiFID II or a transferable security as defined by Article 1(4) of Directive 93/22/EEC, MZR token distribution **does not qualify as a public**

offering of securities according to Prospectus directive (2003/71/EC) and Directive 2001/34/EC.

VI. MZR TOKENS AS INVESTMENTS:

1. The Company is not an investment company whose main business is holding and managing securities for investment purposes, as MZR tokens are not securities to begin with.
2. Furthermore, the Company is not holding nor managing MZR tokens on behalf of the token holders, as at the end of token distribution, token holders received the applicable amount of MZR tokens and they personally hold and manage them based on their own discretion. Each token holder can decide how he/she wants to manage their tokens and if and when they wish to exchange them for other virtual currencies.
3. Every token holder expressly agreed and acknowledged the statement from the previous paragraph by accessing the MZR platform. Based on the above it is evident that MZR tokens are not investments, nor security and the above is also specified in the Company's materials and agreements with the token holders and expressly acknowledged by them.
4. The value of MZR tokens is not guaranteed and the Company also explicitly warns users that there is no reason to believe that MZR tokens will increase in value, and they might also decrease in value or lose their value entirely.
5. In addition, by holding MZR tokens, user represent and warrant, that user is acquiring MZR tokens for his/her own personal use and for his/her personal utility and not for investment or financial purposes.
6. Moreover, user represents and warrants that user does not consider MZR tokens as security and that user understands that MZR tokens may lose all their value and that user is not acquiring MZR tokens as an investment.

VII. RISK WARNING AND DISCLAIMER

1. Trading of goods, real or virtual, which include Tokens, involves significant level of risk. You should consider carefully whether your financial situation and risk tolerance is appropriate for buying, selling Crypto assets. Crypto assets neither have a centralized issuer, nor an institution in control of its turnover. Prices of Tokens, regardless of their nature or substance, have no permanent nature and are subject to constant change.
2. For the avoidance of doubt, you are hereby notified that by paying an invoice on this platform, you confirm that you agree to the following terms: we sell and you buy the exchange Crypto assets belonging to us on the as is. The Seller is not responsible for the quality and cost of the Crypto assets purchased by you, for the technical properties of the Crypto assets and the operability of the transmission systems in the network. Our obligations are limited to initiating the transfer of the Product specified by you from our crypto wallet to your crypto wallet.
3. All cryptocurrency transactions are irreversible. Purchased tokens are non-refundable and non-exchangeable.

VIII. COMPLAINTS

1. The User has the right to submit a complaint in connection with improper operation of the Website, including improper implementation of Transactions. A complaint may be reported by sending an e-mail to the address provided by the Service Provider on the Website, via the Website or in writing to the address of the Service Provider's registered office.
2. A complaint shall include:
 - data enabling identification and contact with the User;
 - a description of the action or omission in question;
 - the manner in which the User would like the Service Provider to consider the complaint;
 - any other information the User considers relevant.
3. Within 1 working day (which includes any day other than a Saturday, Sunday or public holiday in the Czech Republic), acceptance of the complaint for consideration will be confirmed by the

Service Provider. Complaints will be considered on the basis of information provided by the User. Complaints shall be considered immediately, but not later than within 15 working days (which include any day other than a Saturday, Sunday or public holiday in the Czech Republic) from the date of delivery of the complaint to the Service Provider. Within this period, the Service Provider will propose via e-mail or the Website:

- to accept the complaint in the manner requested by the User;
 - to reject the complaint together with the reasons for such a decision; or
 - alternative handling of the complaint.
4. If the complaint is more complex and cannot be solved within 15 working days from receipt of the complaint, the Service Provider will inform the User about causes of the delay and provide information about projected time necessary to respond to a complaint.
 5. After receiving the proposal specified above, the User has 20 working days (which include any day other than a Saturday, Sunday or public holiday in the Czech Republic) to accept or reject the Service Provider's proposal. Failure to reply within the above deadline shall be deemed a withdrawal of the complaint and it shall be assumed that the Service Provider does not bear any responsibility towards the User in relation to the subject matter of the complaint. Acceptance or rejection of the Service Provider's proposal by the User after the deadline may be treated by the Service Provider as submitted on time.
 6. If the User rejects the Service Provider's proposal within 20 working days (which include any day other than a Saturday, Sunday or public holiday in the Czech Republic), the User is entitled to submit a justification for rejection – in such a case the procedure described in paragraph 7.3. shall be applied accordingly. Failure to state reasons for such rejection within the aforementioned period shall be deemed to constitute withdrawal of the complaint and it shall be assumed that the Service Provider does not bear any responsibility towards the User in relation to the subject matter of the complaint.
 7. An offer of the alternative handling of the complaint described in paragraph 7.3, shall be binding for the User only if it accepts its content by following the instructions provided by the Service Provider within the time limit set. No offer under paragraph VII shall constitute any acknowledgement by the Service Provider of any misconduct or responsibility related to the subject matter of the complaint. Each acceptance by the User of the offer of alternative handling

of a complaint shall constitute an acceptance that the complaint will be resolved in a specified manner, and an obligation that the User waives all claims resulting from it.

IX. RESOLVING DISPUTES

1. All disputes arising from the use of the MAZURI GAME-FI s.r.o. platform will be resolved through negotiations. The <https://www.mazuri.io/> administration will make every reasonable effort to resolve any conflict situation.
2. If it is impossible to resolve the dispute through negotiations disputes that could arise on the basis of this agreement or in connection with it will be resolved by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with its Rules by one arbitrator appointed by the President of the Arbitration Court. For the terms of this public offer, the laws of the Czech Republic apply.

X. OTHER CONDITIONS

1. MAZURI GAME-FI s.r.o. has the right to send to the User via the interface of the Site and/or via e-mail messages of various nature relating exclusively to MAZURI GAME-FI s.r.o., the Site, the Agreement, and services.
2. E-mails (and attachments to them) - documents sent using e-mail (e-mail), as well as documents sent through an account on the Site (notifications of data changes, user requests, messages, etc.) are recognized by the Parties as such equivalent documents on paper signed by the handwritten signature of the Party concerned.
3. The proper e-mail addresses are: on the MAZURI GAME-FI s.r.o. side, the e-mail addresses indicated on the Site, and on the User's side, this is the e-mail address specified by him when concluding the Agreement.

4. XI. CONTACT INFO

E-mail (administration, abuse): **support@mazuri.io**

MAZURI GAME-FI s.r.o.

Company ID: 144 42957

Czech Republic

01/06/2022