

Phoenix Token Term of Service

The following terms apply to the purchase of products, services, uses and subscriptions offered by Phoenix Token.

There will be NO REFUNDS for products, services, and subscriptions.

NO REFUNDS of initial purchases will be made. All Sales are Final.

By accepting electronic delivery of the Company's one-time purchase, service, and subscription packages, you agree to abide by the chargeback policy contained herein.

By selecting the "I have read and AGREE" option on the enrollment/purchase page you indicate your consent to the above terms. By providing your consent, you also confirm that you are aware of and able to access all the terms of this Agreement electronically.

By using the purchased products, services, and/or subscriptions, including any software and content contained therein, you agree that use of the Product, Service, and/or Subscription is entirely at your own risk. It is understood that the products, services, and/or subscriptions purchased are digital in nature and are accessible via the back-office website provided to you upon successful enrollment.

Who May Use the Services

Eligibility

You may use the Services if you are 18 years or older and are not barred from using the Services under applicable law.

Registration and Your Information

If you want to use the Services you'll have to create an account ("**Account**") via the website. You agree that you won't disclose your Account credentials to anyone and you'll notify us immediately of any unauthorized use of your Account. If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you, your Account, and/or Phoenix Token, you must notify Phoenix Token Support immediately at info@phoenictoken.com and provide accurate and up to date

information throughout the duration of the incident. You're responsible for all activities that occur under your Account, or are otherwise referable to your Account credentials, whether or not you know about them. We reserve the right to suspend or terminate your Account, including if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these terms.

You are solely responsible for the retention and security of your Account credentials and your twelve word recovery phrase ("**Recovery Phrase**"). Your Recovery Phrase is the only way to access the cryptocurrency associated with your Account. Anyone that has access to your Recovery Phrase can access your cryptocurrency. IF YOU LOSE YOUR RECOVERY PHRASE, YOU WILL NOT BE ABLE TO ACCESS YOUR CRYPTOCURRENCY ON THE WEBSITE. YOU ACKNOWLEDGE THAT TOSHI HOLDINGS DOES NOT STORE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR RECOVERY PHRASE. YOU AGREE TO HOLD TOSHI HOLDINGS AND ITS AFFILIATES HARMLESS FOR ANY LOSSES ARISING FROM YOU LOSING YOUR RECOVERY PHRASE. YOU AGREE THAT TOSHI HOLDINGS AND ITS AFFILIATES SHALL NOT BE LIABLE IN ANY WAY IF YOU LOSE YOUR RECOVERY PHRASE AND CANNOT ACCESS YOUR CRYPTOCURRENCY.

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NEITHER THE COMPANY NOR ANY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE

SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. BECAUSE SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH COUNTRIES/STATES, THE RESPECTIVE LIABILITY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, AND CONTENT OR SERVICE PROVIDERS' RESPECTIVE LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY SUCH COUNTRY/STATE LAW.

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Payment and Refund Policy

We do not tolerate crypto, bank, credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

Any active Orders associated with the same fraudulent crypto, bank, credit card will also be canceled immediately. We also actively leverage external, cross-industry resources such as worldwide fraud blacklists to prevent fraudulent users from accessing our service in the first place.

In general, we complete reviews within four (4) to six (6) weeks; certain purchases posing a higher potential risk may require more time as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution. If we determine that a purchase, service, and/or subscription is high-risk or doesn't comply with our Compliance and Risk Policies, the purchase, service, and/or subscription will immediately be canceled, and the funds will immediately be refunded to which the purchase was initially made. Furthermore, in such instances, we reserve the right, at our sole discretion, to close all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent Account will also be canceled immediately.

In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. In the event that a chargeback is placed or threatened on a purchase, we also reserve the right to report the incident for inclusion in the chargeback abuser database(s) of our choosing and at our sole discretion. The information reported will include name, email address, order date, order amount, IP address, full address, and phone number. Being listed on such databases may make it more difficult for you to use (any of) your credit card(s) on future purchases with us or other merchants.

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