

Bitcomo Token Sale

TERMS AND CONDITIONS

WARNING

THIS DOCUMENT AND ANY OTHER DOCUMENTS PUBLISHED IN ASSOCIATION WITH THESE TERMS (SUCH AS THE WHITE PAPER) RELATE TO A TOKEN OFFERING (BM TOKEN) TO PERSONS (CONTRIBUTORS) IN RESPECT OF THE INTENDED DEVELOPMENT AND USE OF THE NETWORK BY VARIOUS PARTICIPANTS. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OF SECURITIES OR A PROMOTION, INVITATION OR SOLICITATION FOR INVESTMENT PURPOSES. THE TERMS OF THE CONTRIBUTION ARE NOT INTENDED TO BE A FINANCIAL SERVICES OFFERING DOCUMENT OR A PROSPECTUS. THE TOKEN OFFERING INVOLVES AND RELATES TO THE DEVELOPMENT AND USE OF EXPERIMENTAL NETWORK (SOFTWARE) AND TECHNOLOGIES THAT MAY NOT COME TO FRUITION OR ACHIEVE THE OBJECTIVES SPECIFIED IN THE WHITE PAPER. THE PURCHASE OF TOKENS REPRESENTS A HIGH RISK TO ANY CONTRIBUTOR. THE TOKENS DO NOT REPRESENT EQUITY, SHARES, UNITS, ROYALTIES OR RIGHTS TO CAPITAL, PROFIT OR INCOME IN THE NETWORK OR SOFTWARE OR IN THE ENTITY THAT ISSUES TOKENS OR ANY OTHER COMPANY OR INTELLECTUAL PROPERTY ASSOCIATED WITH THE NETWORK OR ANY OTHER PUBLIC OR PRIVATE ENTERPRISE, CORPORATION, FOUNDATION OR OTHER ENTITY IN ANY JURISDICTION. THE TOKENS ARE NOT THEREFORE INTENDED TO REPRESENT A SECURITY OR SIMILAR LEGAL INTEREST.

1. INTRODUCTION

- 1.1. Your acquisition of BIT Tokens (as defined below) during the Token Sale (as defined below) from Bitcomo s.o.o., a company registered in Poland, at registered address: Solec str., h. 81B, of. A-51, Warsaw, Poland, 00-382, and with company registration number 367943295 (“Company”, “Token Issuing Entity”, “we”, “our” or “us”) is subject to these Bitcomo Token Sale Terms and Conditions (“Terms”). Each of you and Company is a Party and, together are the Parties.
- 1.2. By purchasing Tokens during the Token Sale and indicating your acceptance of these Terms on the Website, you will be bound by these Terms and any other terms incorporated by reference. If you have any questions regarding these Terms, please contact us at info@bitcomo.com
- 1.3. In order to be eligible to participate in the Token Sale, you will have to go to the Website and provide Your Wallet information.
- 1.4. The Token Issuing Entity is conducting a sale of Tokens and the Token Sale will be made

available to a number of participants under the Terms herein.

- 1.5. The purpose of the Bitcomo project is to develop technology and infrastructure for the next generation CPA-marketing Network to provide possibility to exchange BM Tokens against advertising services and lead generation services. Further information is available in the White Paper.
- 1.6. The Bitcomo project is being made possible by contributions from the community in the form of Token Sale. The proceeds from the Token Sale will enable the Network development and development and support of the associated eco-system and infrastructure. The Token Sale is therefore intended to give Contributors the ability to support and transact on the Network.
- 1.7. The Tokens will be an integral part of the Network as a means to support and pay for the services on the Network.
- 1.8. The Tokens are intended to fulfil the following functions:
 - (a) payment of services on the Network;
 - (b) participation in loyalty programs;
 - (c) participation in additional bonus and incentivisation programs related to your engagement with the Company and its overall success.
- 1.9. Following the Token Sale, BM Tokens will be distributed as follows:
 - (a) Contributors: 72% of issued Tokens;
 - (b) Team: 11% of issued Tokens will be allocated to the Team for future use;
 - (c) Advisers: 9% of issued Tokens will be allocated to Advisers team who strongly believe in the success of the Network;
 - (d) Bounty and bonus program: 8% of issued Tokens.
- 1.10. Token value will likely reflect the scale and growth potential of the Bitcomo Network and its usability.
- 1.11. It is intended that the Token Issuing Entity may form part of the group of companies that operate the Bitcomo brand and Network.
- 1.12. We do not control the underlying technological infrastructure for the Tokens or the network protocols (Blockchain) or third party applications related thereto. We are not responsible or liable for the Blockchain.

2. GENERAL

- 2.1. These Terms shall govern our relationship with Tokenholders in relation to the Token Sale and the Tokens and, to the extent applicable, they modify, replace and supersede any previous terms and conditions in relation to the same. In the event there is a conflict between these Terms and any other terms or agreements, these Terms shall take precedence unless such additional terms expressly reference variation to these Terms.
- 2.2. We reserve the right to notify you of any further ETH, XBT and BCH wallet-specific requirements at any time. For the avoidance of doubt, any refunds will be made in the respective crypto-currency of Contribution.
- 2.3. We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide, or providing an inaccurate Wallet or any other required information.
- 2.4. By agreeing to purchase Tokens during the Token Sale, you are confirming your acceptance of these Terms and agree to be bound by them.

3. DEFINITIONS

- 3.1. In these Terms, references to the following words shall have the meanings set out below:

BCH: Bitcoin Cash

Contributor(s): the person(s) who make Contributions in accordance with, and who agree to, these Terms.

Contribution Failure: the failure to obtain a minimum of USD 1 Million during the Token Sale.

Contributions: payment in cash or cryptocurrency (i.e. ETH, XBT or BCH) in return for issuance of Tokens in accordance with these Terms.

Contribution Soft Cap: has the meaning given to it in clause 5.4.

Effective Date: the date of the Token Sale.

ETH: Ether.

Escrow: escrow account (wallet) where all Contributions shall be deposited and kept.

Group: our ultimate holding company and any subsidiary companies of our holding company.

Intellectual Property Rights: rights to all existing and future patents, trademarks, design rights, service marks, trade dress, trade or business names (including domain names), registered designs,

copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered and including applications for registration), know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.

KYC Information: such due diligence information and/or documents that we may request from you from time to time (for example, but not limited to, name, address, date of birth, passport and utility bill copies).

Our Marks: the words Bitcomo, BM and/or any logo, trademark, domain name or trade name that contains, is confusingly similar to or is comprised of Our Marks or any other name or mark owned or controlled from time to time by us or any company within the Group.

Network: software and related infrastructure for the exchange of BM Tokens as described in the White Paper that Bitcomo will attempt to develop with the use of the Contributions from the Contributor and other Contributors.

Price: the amount of cryptocurrency (ETH, XBT, BCH) given by the Contributor in exchange for the BM Tokens as specified in clause 5.2.

Project Abandonment/Failure: has the meaning given to it in paragraph 1.8 of the Schedule.

Rate/R: The ETH, XBT or BCH to EUR exchange rate that will be applied to the Price of your Contribution. Rate is provided by MetaHash (<http://metahash.net/>) and specified to you at the time you apply to make your Contribution on the Website.

Released Parties: any of our respective past, present and future founders, employees, officers, directors, contractors, consultants, equity holders, suppliers, advisors, auditors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

Risk Factors: the non-exhaustive list of risk factors listed in the Schedule.

SCS or Smart Contract System: has the meaning given to it in paragraph 4.10.

Sites: the Websites and any other online site, application or Network that are owned, operated or controlled by or on behalf of us or the Group from time to time and each of its related pages through which a Contributor takes part in the Token Sale Program or the Token Sale.

Terms: these terms and conditions.

Token or BM Token: the cryptocurrency tokens issued in respect of the development and use of the Network in return for Contributions by participants including the Contributor and that are

intended to be usable as a trade settlement instrument on the Network.

Tokenholders: persons who have applied for, and received, Tokens directly from the Company in accordance with these Terms or any applicable valid private Token Sale agreement.

Token Issuing Entity: the Company, a Group company or any new company commonly owned by shareholders of the Company to be established to issue the Tokens.

Token Sale: the utility token sale of Tokens in order to help fund the development of the Network.

Our Wallet: the crypto-wallet(s) that we use for receipt of Contributions and issuance of Tokens to you in accordance with these Terms on the applicable Website.

Your Wallet: the Ethereum EIP-20 (formerly known as ERC-20) compliant Token wallet notified by you in writing (or via the Website) to us, into which Contributors' Tokens will be placed in accordance with these Terms;

Wallet: Your Wallet or Our Wallet;

Website(s): <https://ico.bitcomo.com/> and any other replacement website we notify you from time to time (and such other web addresses including RSS feeds that are owned, operated or controlled by or on behalf of us from time to time and that make available such website) and each of its related pages.

White Paper: The white paper available at:
https://cdn.bitcomo.com/docs/whitepaper__en.pdf

XBT: Bitcoin

3.2. In these Terms (except where the context otherwise requires):

- (a) The Section headings are included for convenience only and shall not affect the interpretation of these Terms;
- (b) Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (c) Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (d) Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline ("legislation") is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.

3.3. This Agreement is drafted in the English language. If these Terms is translated into another language, the English language text shall in any event prevail.

4. TOKEN SALE

4.1. In consideration of payment of the Contributions and subject to the Company's verification of your KYC Information (if applicable and when requested by the Company), the Company will, or will ensure that the Token Issuing Entity will, allocate and transfer the relevant number of Tokens Contributed for into Your Wallet from Our Wallet after the closing of the Token Sale. Contributions shall be kept in Escrow during the Availability Period and shall be released from escrow to Company after Sale once Tokens are distributed to Tokenholders and Company moves towards the realization of the plans and roadmap Network development project.

4.2. Commencement and Duration. The Company will conduct a public sale of Tokens (Sale), consist of PRE-ICO which will begin at 00:00 GMT+3 on 28 October 2017 and end at 00:00 GMT+3 on 1 December 2017 and ICO which will begin at 00:00 GMT+3 km 15 December 2017 and end at 00:00 GMT+3 on 16 February 2018 or when BM Tokens have been sold (see Clause 5.5), whichever is earlier (Availability Period).

Contribution Failure

4.3. In the event of a Contribution Failure then the Token Sale might be abandoned and in such event, no Tokens shall be issued and all Contributions shall be returned to you, subject to any deductions related to network fees, for the final settlement of any obligations related to the Token Sale and your intention to acquire Tokens. These Terms shall terminate immediately upon return of your Contribution to Your Wallet.

Contribution Must Be Received in Full Within 24 Hours

4.4. On your application to make a Contribution, we shall issue you with individual payment instructions and you shall have 24 hours within which to pay the specified Price to Our Wallet: if you fail to pay the Contribution within this time-period, the amount of Tokens that you receive shall be made in accordance with the applicable Rate at the time your Contribution is deemed to have been received.

4.5. For the avoidance of doubt, the time of payment is deemed to be the time (block time) at which the Contribution is included in the block on the Blockchain (subject to any changes caused by updates in the Blockchain e.g. forks etc.).

Delivery of Tokens

4.6. We will deliver the quantity of Tokens you purchase by the later of:

- (a) Four (4) weeks after the Availability Period (although we may extend the delivery deadline for additional time if necessary to address any unforeseen technical difficulties and provided that we notify you of the same), or
- (b) one (1) week after you have provided complete and accurate details of Your Wallet or any additional information required by us (e.g. requested KYC Information). For the avoidance of doubt, any such extension shall not affect our obligation to deliver, and your obligation to accept, the Tokens that have been acquired in accordance with these Terms.

Possible Migration of Tokens

4.7. Tokens are being created as EIP-20 (formerly known as ERC-20) tokens on the Ethereum protocol. We reserve the right to migrate the EIP-20 based Tokens (Pre-existing Tokens) to another protocol and to generate replacement Tokens on the new protocol (Replacement Tokens) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Network.

4.8. Should we decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens except with respect to the migration process. Although we do not at this time anticipate that it will require any Pre-existing Tokenholders to convert their Pre-existing Tokens to Replacement Tokens, we anticipate there will be significant incentives for Pre-existing Tokenholders to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of Network participants. Accordingly, you acknowledge and agree that in order for you to continue to obtain utility from the Tokens you may need to convert the Tokens you purchase during the Sale to Replacement Tokens in the future.

4.9. Should we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of the Sale. You are solely responsible for updating us should your contact information change.

4.10. You also understand and accept that as the Token issuance is smart-contract based, the functions, terms and conditions applicable thereon are set forth in the smart contract system (SCS) existing on the Ethereum blockchain. Furthermore, no other document or communication may modify or add any additional obligations or covenants for the Token Issuing beyond those set forth in the SCS or these Terms.

4.11. The Contributor agrees that they shall have no further claims against the Company in respect of their support of the Network or the Token Sale in respect of any support, contribution or advice provided to the Company or Released Parties save for as detailed in these Terms and that receipt of your Tokens will constitute full performance of any promises,

representations, contracts or statements made by the Company or any Released Parties in respect of the same.

5. CONTRIBUTION MECHANISM

Qualification and General Issues

5.1. Any Contribution made to us during the Availability Period are characterized as a non-refundable and non-redeemable acquisitions of Tokens.

5.2. The initial offer Price of Tokens shall be calculated as follows:

The number of Tokens (N) purchased shall be calculated as follows:

Amount (A) = ETH, XBT or BCH paid into Our

Wallet Rate (R) = the Rate applied to your

Contribution.

Price per Token at Token Sale (T) = USD 0.3

Tokens issued:

PRE-ICO – 24 480 000 BM Tokens

ICO – 97 920 000 BM Tokens

Bonus: Company will offer the following bonuses for the following limited early Contributors:

PRE-ICO period:

First 12 240 010 BM Tokens - 25% bonus (in total bonus tokens - 3 166 666 BM Tokens)

Next 12 240 010 BM Tokens - 10% bonus (in total bonus tokens – 1 869 999 BM Tokens)

ICO period:

First 29 376 000 BM Tokens – 20% bonus (in total bonus tokens – 5 984 000 BM Tokens)

The rest of 68 544 000 BM Tokens will be sold without any bonuses for Contributors.

5.3. You agree that you shall have no further claims against the Company in respect of your support of the Network, the Token Sale in respect of any support, contribution or advice provided to the Company or Released Parties save for as detailed in these Terms and that receipt of N Tokens will constitute full performance of any promises, representations, contracts or statements made by the Company or any Released Parties in respect of the same.

Contribution Limits:

5.4. The maximum number of Contributions that we will accept during the Token Sale is the

amount necessary for the creation of 34,000,000 BM Tokens (Contribution Soft Cap).

5.5. The following minimum and maximum limits will apply to Contributions per individual Contributor:

Minimum Contribution: amount necessary for creation of 400 BM Tokens.

Maximum Contribution: amount necessary for creation of 122 400 000 BM Tokens.

Contributions

5.6. Only Contributions paid in one of the supported crypto-currencies into Our Wallet during the Availability Period will participate in Token issuance. To the extent that any third-party website, service or smart-contract offers Tokens during the Availability Period or facilitates the allocation or transfer of Tokens in any way during the Availability Period or at any time up to Network launch, such third-party websites or services are, unless explicitly mentioned on the website specified above, not authorised by us and have no relationship in any way with us. We shall not be liable for you making any transfers of value to a wallet that is not Our Wallet as specified by us in writing.

Contribution timing and thresholds

5.7. Block Time Delay: You are aware that, due to block time delay on blockchains, the exact time of the end of the Availability Periods cannot be guaranteed.

5.8. Contribution Freeze / Abort: During the Availability Period, we may at any time stop the contribution function for technical, legal or security reasons. As long as such contribution freeze is upheld or if the Availability Period is aborted, no further Contribution will be possible.

5.9. You are responsible for ensuring that the address used for your Contribution is fit to handle return functions and particularly, must ensure that you do not Contribute directly from an address provided by a cryptocurrency exchange service provider: failure to do so, may lead to your loss of your Contribution) - this also applies in the event that your Contribution is not accepted by the SCS for any other reason.

Contribution Information:

5.10. Relevant information relating to the Contributions made during the Availability Period

shall be recorded by the Contribution Software (**Contribution Information**).

- 5.11. Upon a successful Contribution having been made, the Contribution Information will reflect the quantity of Tokens to be allocated to the Contributor in proportion to their Contribution.

Issuance of Tokens

- 5.12. Issuance of the respective entries of the Public Key (PUK) of Tokenholders are made by the Company using Smart Contract System on the Blockchain according to the allocation information in the Contribution Software.
- 5.13. The creation and allocation of Tokens by the Contribution Software are initiated by the Company after the end of the Token Sale. The Company creates and allocates the corresponding Tokens to Your Wallet.

Token Functionality

- 5.14. Tokens are only intended for use in connection with the Network under the various applicable terms.
- 5.15. The exact functioning of Tokens on the Network shall only be determined once the Network is developed and fully operational and subject to any applicable terms of use of the Network.
- 5.16. Ownership of Tokens carries the rights of use as a means of payment for the services on the Network and participation in the loyalty programs, if the Network is successfully completed and deployed. Beyond this, ownership of Tokens carries no other rights express or implied. In particular, the Contributor understands and accepts that they have no right to claim as a holder of Tokens any intellectual property rights, income, profit, dividend, capital, equity, royalties or equivalent rights or any other form of economic or voting participation in or relating to the Token Issuing Entity, the Network and any parties related to the Network development project.

6. LEGAL STATUS OF TOKEN ISSUING ENTITY AND NETWORK PROJECT

- 6.1. Tokens are a proprietary blockchain token giving the Token holders the right to use the Token as a means of payment for the services on the Network.
- 6.2. The founders of the Token Issuing Entity have established the Token Issuing Entity in order to develop the Network and issue the Tokens to Contributors.
- 6.3. Acquisitions of Tokens are non-refundable. Tokens are not redeemable to the Token Issuing Entity other than as specifically advised in the terms herein and any terms applicable to use of

the Network.

6.4. Tokens can only be acquired and used in connection with the Network under these Terms, the SCS and subject to any other terms and conditions that will be implemented for users of the Network on which the Tokens shall be usable. Tokens have no nominal or par value.

6.5. By contributing to the Network project including by receiving, using and holding Tokens, no form of partnership, joint venture or any similar relationship between the Contributors, the Token Issuing Entity and/or other individuals or entities involved with the Network and the project shall be created or envisaged.

7. NETWORK LAUNCH

If we are successful in developing the Network according to the White Paper, when we determine that the technology, protocols and ecosystem have been sufficiently developed to allow the Network features specified in White Paper to be launched, we will issue a public announcement, including any relevant material information, to the Tokenholders via their registered email addresses and the Website.

8. REPRESENTATIONS

8.1. You acknowledge and represent that you:

- (a) have full legal capacity, power and authority to accept and be bound by these Terms and to perform its obligations hereunder;
- (b) these Terms constitute valid and binding obligation of the Contributor, and are enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
- (c) you are entering into these Terms for your own account and not as a nominee or agent;
- (d) you have such knowledge and experience in technology and financial and business matters that you are capable of evaluating the merits and risks of entering into the Token Sale and these Terms, are able to incur a complete loss of any monies or assets involved in the purchase of Tokens without impairing your financial condition and are able to bear the economic risk of such participation for an indefinite period of time.

8.2. By Contributing to the Token Sale and/or by receiving, using and holding Tokens, you represent and warrant that you:

- (a) understand and expressly accept that due to the complexity of international financial regulations and a lack of agreement and harmonization in international law in respect of token crowdfunding the Token Issuing Entity will operate under the laws where it is

- established and any other applicable mandatory laws pursuant to the sovereignty of legal jurisdictions but subject to international conflict of law frameworks and principles;
- (b) enter into the Token Sale on the understanding that it does not represent the offer of 'securities' under generally agreed principles of international law including the laws of the European Union, the United Kingdom, Gibraltar, the United States of America, Singapore and (if different), the jurisdiction in which you are established or reside.
 - (c) have a detailed understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like XBT, BCH and ETH, and blockchain-based software systems;
 - (d) are legally permitted to receive and hold and make use of Tokens in your jurisdiction;
 - (e) will carefully review the code of the Token and fully understand and accept the functions of the same;
 - (f) are legally permitted to contribute to the Network;
 - (g) are of a sufficient age to legally acquire Tokens;
 - (h) will use a wallet or wallet service provider that technically supports Ethereum EIP-20 (formerly known as ERC-20) Tokens: you understand and accept, that failure to ensure this may result in an inability to access to your Tokens;
 - (i) will take sole responsibility for any restrictions and risks associated with the receiving and holding of Tokens;
 - (j) are not contributing to obtain Tokens purely for the purpose of speculative investment or the hope that the value of Tokens will increase and are acquiring Tokens to support and/or participate in the Network;
 - (k) are not obtaining or using Tokens for any illegal purposes;
 - (l) waive the right to participate in a class action lawsuit or a class-wide arbitration in respect of the Contribution or against the Token Issuing Entity, Company or any entity or individual involved with the issuance or allocation of Tokens or in respect of the development and operation of the Network;
 - (m) understand that the Contribution and allocation of Tokens do not involve the purchase of equity, shares or rights to other securities or any equivalent legal interest in any existing or future public or private company, corporation or other entity in any jurisdiction;
 - (n) understand and expressly accept that there are no any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose in respect of Tokens and/or the success of the Network and/or Project, expressed or implied and to the fullest extent permitted by applicable law and that Tokens is created, acquired and exchanged at your sole risk on an "as is" and "under development" basis;

- (o) understands that you have no right against any other party to request any refund of Contributions made to the Company or the Token Issuing Entity;
- (p) understand that with regard to Tokens no market liquidity may be guaranteed and that the value of Tokens over time (if any) may experience extreme volatility or depreciate entirely;
- (q) bear the sole responsibility to determine if your Contribution or the allocation, use or ownership of Tokens and the potential appreciation or depreciation in the value of Tokens over time (if any), the sale and purchase of Tokens and/or any other action or transaction related to the Network have tax implications for you;
- (r) by your Contribution and/or by receiving, using or holding Tokens, and to the fullest extent permitted by law, agree not to hold any third party (including developers, advisors, administrators, auditors, promoters, contractors or founders) liable for any legal or tax liability associated with or arising from the Contribution and the allocation, use or ownership of Tokens or any other action or transaction related to the Network and/or Project;
- (s) you acknowledge and understand that you might not receive any Tokens or a return of your Contributions in the event of a Project Abandonment/Failure, which upon notification to you via the Website shall be deemed to be a termination of these Terms; and
- (t) you have reviewed the non-exhaustive indicative list of Risk Factors associated with the Token Sale, the Tokens and the Network development project.

9. IDENTITY AND DISCLOSURE

- 9.1. We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.
- 9.2. You shall provide true and complete information to us. You shall also provide us with such other information as we may reasonably request from time to time.
- 9.3. You agree that you shall not use fictitious or alias names for the registration, which shall be considered a breach of these Terms.
- 9.4. Your personal data shall be processed in accordance with the Terms and our Privacy policy.
- 9.5. These Terms shall be terminated in the event that we become aware that Your Wallet, your identity information or KYC Information discloses any risks of crime, fraud, money laundering or other significant risk factors or that there have been any misrepresentations

made. Where permitted by applicable law your Contributions shall be returned and no Tokens shall be issued to you.

- 9.6. You consent to the Company, and any member of the Group, capturing and processing data relating to you for:
- (a) fulfilling our obligations under this agreement;
 - (b) legal and administrative purposes; and
 - (c) carrying out checks to confirm your identity which may include sharing your data with third parties.
- 9.7. The Company may make such information available to any member of the Group, those who provide products or services, including services used to verify identity, to any member of the Group, including the Company, such as advisers, regulatory authorities, potential purchasers of the Company, and as may be required by law.
- 9.8. You consent to the transfer of such information to any member of the Group and business contacts outside the European Economic Area in order to further their business interests even where the country or territory in question does not maintain adequate data protection standards.
- 9.9. We will at all times comply with our Privacy policy (available on the Website) in relation to how we use your data.

10. PROJECT MANAGEMENT

- 10.1. It remains at our sole discretion to decide how to allocate the Contributions received in order to develop and execute Network development project. The White Paper specifies at a high level how the Contributions are intended to be used but the exact allocation of Contributions shall be at the discretion of the Token Issuing Entity. In addition, the Token Issuing Entity is permitted to take such measures as it deems prudent to manage any Cryptocurrency price fluctuation and network risks including the conversion of ETH, XBT or BCH received into fiat or other cryptocurrencies or placing some of the Contributions received with a third party to manage those assets on our behalf pending realisation of the value for Network development purposes.

10.1. You acknowledge, understand and accept that:

- (a) you have no influence on the governance and decisions of the Network or the Token Issuing Entity;
- (b) we have the right to engage subcontractors to perform the entire or partial development and execution of the Network development project;
- (c) developing and creating the Network requires substantial research and development

effort. It is possible that substantial conceptual, commercial or technical changes could be made during that process;

- (d) the level of development of the Network that is attainable also depends on the amount of Contributions received, and the amount of software development and community support.

11. TAXES

Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. To the fullest extent permitted by law, we are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchase of Tokens.

12. TERM

12.1. These Terms will take effect from the Effective Date and continue until terminated in accordance with the terms of these Terms.

12.2. These Terms will be deemed to have been terminated in the event:

- (a) that there are no more Tokens in circulation/existence;

(b) that there is a Project Abandonment/Failure.

- 12.3. All Tokens shall be subject to a time-period of 10 years (or such other longer time period that we notify you of) following the closure of the Token Sale following which, the Company shall be entitled to purchase, and you shall be obliged to sell the same upon written notice from the Company, from you at fair value at average market price (as determined by the Company).

13. LIABILITIES

- 13.1. WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE NETWORK, TOKEN, OUR SITES, OUR WEBSITE OR ANY CONTENT AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR SITES, THE WEBSITE, NETWORK, TOKEN, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THESE TERMS, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 13.2. **Liability limitations.** Our obligations under these Terms do not constitute personal obligations of the Released Parties other than as provided under these Terms. Other than as expressly provided in these Terms, in no event will we be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under these Terms, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the amount of your Contribution. However, nothing in these Terms will operate to exclude or limit either party's liability for death or personal injury arising as a result of that party's negligence or for fraud.
- 13.3. **indemnification.** You shall defend, indemnify and hold us and our officers, directors, employees and representatives harmless on demand from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable legal fees) resulting or arising (directly or indirectly) from your breach of these Terms.
- 13.4. **Set off.** Without prejudice to any other rights or remedies available to us under these Terms or otherwise, we shall be entitled to set off any amounts otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of these Terms

14. WAIVERS AND RELIEFS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW YOU:

- 14.1. RELEASE US AND THE OTHER RELEASED PARTIES FROM RESPONSIBILITY, LIABILITY, CLAIMS, DEMANDS AND/OR DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE), ARISING OUT OF OR RELATED TO THE PROJECT, YOUR INVOLVEMENT IN SUPPORTING THE PROJECT AND NETWORK AND THE TOKEN SALE, THE USABILITY AND VALUE OF THE TOKEN AND DISPUTES BETWEEN PARTICIPANTS IN THE PROJECT AND THE ACTS OR OMISSIONS OF ANY THIRD PARTIES;
- 14.2. EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOUR AT THE TIME OF AGREEING TO THIS RELEASE;
- 14.3. THE COMPANY EXPRESSLY EXCLUDES ANY LIABILITY IN RESPECT OF THE LAW OF OTHER JURISDICTIONS WHERE PARTICIPANTS MAY BE ESTABLISHED OR RESIDENT INCLUDING CONTRIBUTIONS BY PERSONS FROM THE UNITED STATES OF AMERICA - WHETHER BY RESIDENCY OR CITIZENSHIP ("US PERSONS") US PERSONS ARE EXPRESSLY EXCLUDED FROM PARTICIPATION IN THE TOKEN SALE;
- 14.4. THE COMPANY EXPRESSLY EXCLUDES ANY LIABILITY IN RESPECT OF THE LAW OF OTHER JURISDICTIONS WHERE PARTICIPANTS MAY BE ESTABLISHED OR RESIDENT INCLUDING CONTRIBUTIONS BY PERSONS FROM THE PEOPLE'S REPUBLIC OF CHINA - WHETHER BY RESIDENCY OR CITIZENSHIP ("CHINA PERSONS") CHINA PERSONS ARE EXPRESSLY EXCLUDED FROM PARTICIPATION IN THE TOKEN SALE;
- 14.5. You further specifically acknowledge that the risk of acquiring, transferring, creating, holding or using Tokens or Your Wallets rests entirely with you. We shall not be responsible for your failure to provide us with the correct address for Your Wallet or any security breaches of Your Wallet.

15. MINCELANEOUS

- 15.1. **Notices.** All notices pertaining to these Terms will be given:
 - (a) by email to you at the email address provided by you ; and
 - (b) by email to us at info@bitcomo.com addressed '**re Token Sale Program** '

Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

- 15.2. **Relationship of Parties.** There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under these Terms. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in these Terms.
- 15.3. **Confidentiality and Non-Disclosure.** As a Contributor, you may receive confidential information from us, including confidential information as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. You shall not disclose this information to third parties or use such information other than for the purposes of these Terms without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required).
- 15.4. **Assignment:**
- (a) Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust) or deal in any other manner with these Terms or any rights under these Terms. Any purported assignment in breach of this Section shall confer no rights on the purported assignee.
 - (b) We may assign any of our rights under these Terms or transfer all of our rights or obligations by novation to any member of the Group or the Token Issuing Entity or transfer all our rights or obligations by novation to any member of the Group or the Token Issuing Entity.
- 15.5. **Amendments:** We may update or amend these Terms at any time (with non-material changes) on at least 1 month's notice, which shall be given to you on the Website and accordingly, you should check the Website periodically for any such changes.
- 15.6. **Governing Law.** These Terms (including any variation or modification thereto) shall be deemed executed in Poland and shall be governed by and construed in accordance with the laws of Poland without giving effect to conflicts of law principles. You irrevocably agree that, subject as provided below, the courts of Poland shall have exclusive jurisdiction to determine any claim, dispute or matter arising out of, or in connection with, or concerning these Terms or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum. Nothing in this Section shall limit the right of us to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- 15.7. **Severability.** Whenever possible, each provision of these Terms will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of these Terms or any other provision hereof.
- 15.8. **Entire Agreement.** These Terms embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior or subsequent oral or written agreement or understanding between the parties in relation to such subject matter save in respect to the terms of the Token Sale entered into by the Contributor that shall remain in full force and effect.
- 15.9. **Reliance & Waiver.** Each of the parties acknowledges and agrees that in entering into these Terms, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in the Terms. Each party irrevocably and unconditionally waives all claims, rights and remedies that, but for this Section, it might otherwise have had in relation to any of the foregoing. Nothing in this Section shall limit or exclude any liability for fraud.
- 15.10. **Third-Party Rights.** Except insofar as these Terms expressly provides that a third party may in their own right enforce a term of these Terms, a person who is not a party to these Terms has no right under local law or statute to rely upon or enforce any term of these Terms but this does not affect any right or remedy of a third party that exists or is available apart from under that local law or statute.
- 15.11. **No Waiver By Us.** No delay, neglect or forbearance by Us in enforcing any provision of these Terms shall be a waiver by, or in any way prejudice any right, we have under these Terms.

The Schedule: Some Material Risk Factors

Contributors are aware of the many risks involved in the purchase, use and sale of Tokens and the Token sale process. We have outlined below some of the material risks that are obvious to the Company and persons involved in the Token Sale and Bitcomo Network development project (including Released Parties):

1. **Early Stage Technology.** The Token will be used to develop a Network that is based on or in some way involved with distributed ledger technologies (DLT). You understand and accept that the use of DLT tokenised stores of value is highly experimental. Participation in the proposed Token Sale and Network development project therefore represents a very high risk to Contributors. The Token Issuing Entity will invest in software and other technologies and that in all cases these technologies and businesses will still be in an early development stage and unproven, and there is an inherent risk that the software, technologies and related businesses invested in by the Token Issuing Entity could be unfit for their intended purpose and/or not have the value expected.
2. **Cryptocurrency.** The Token Issuing Entity may wish to store or convert cryptocurrency contributions into one or more fiat and/or alternative cryptocurrencies and there could be significant difficulties in making and managing such cryptocurrencies and funds including relating to the lack of ready convertibility between fiat currencies, cryptocurrencies and Tokens and the difficulty in being able to deal with such assets via traditional market counterparties and intermediaries. If the value of cryptocurrencies fluctuate unfavorably during or after the Token Sale, we may not be able to fund development, or may not be able to develop or maintain the Network in the manner that is intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of cryptocurrencies, including but not limited to another DAO-like attack on the Ethereum network; network forks or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.
3. **Main Protocol.** Many of the Bitcomo project technologies including the Token will, at least initially, be based on the Bitcoin and the Ethereum protocols. Any malfunction, breakdown, forking or abandonment of these protocols may have a material adverse effect on the project or the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present fundamental risks to the value of such protocols, Tokens and the Network.
4. **Risk of software weaknesses:** You understand and accept that the Network and the Tokens, the Contribution software and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, and there is no warranty that the process for receiving, use and ownership of Tokens will be uninterrupted or error-free and there is an inherent risk that the software, Network, Tokens and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the partial or complete: loss of Tokens; inability to use Tokens; and/or

lack of usefulness of Tokens.

5. **Risk of blockchain mining attacks:** You understand and accept that any public blockchain based system that depends upon independent miners may be susceptible to several attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the BM token, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of software computations.
6. **Risk of loss of your credentials:** You understand and accept that if your Wallet credentials are lost or stolen, the obtained Tokens associated with the Contribution will be unrecoverable and permanently lost. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your Wallet. Accordingly, loss of requisite private key(s) associated with your Wallet will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted Wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the Wallet you choose to receive and store Tokens, including your own failure to properly maintain or use such Wallet, may also result in the loss of your Tokens. Your failure to precisely follow the procedures set forth herein for buying and receiving Tokens, including, for instance, if you provide an incorrect Wallet address, or provide an address that is not EIP-20 (formerly known as ERC-20) compatible, may result in the loss of your Tokens.
7. **Cybercrime.** The acquisition and management of cryptocurrencies and Tokens is inherently subject to the risk of cybercrime that is difficult to manage and mitigate. This may result in concerted attempts and even successful attempts to hack the Token Sale, SCS and the Sites and software used to manage contributions received in respect of Tokens and other software or technology components and to defraud Contributors and the Token Issuing Entity. The Token Issuing Entity and the Token Sale may be subject unauthorized access, hacking and/or theft of some of cryptocurrency and Token assets and it may not be possible to successfully insure against the same at a reasonable price or at all. The Token Issuing Entity is not required to insure the assets of the Token Issuing Entity and does not intend to insure the same. Any unauthorized access or cybercrime may result in theft or loss or inability to access Contributions, affecting the ability to issue Tokens and/or develop and launch the Network and the Company bears no responsibility over such unlawful acts.
8. **Project Failure or Project Abandonment.** The Token Sale itself or the Network development project may be fully or partially abandoned or required to be re-structured for a number of reasons or remain technologically or commercially unsuccessful, or be shut down for many reasons including e.g., lack of interest from industry and/or the public, changes in law or regulatory issues, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that any Tokens or

rights to Token acquired by Contributors will have the value expected or any value at the time of realization. You therefore understand and accept that the Contribution and/or the allocation, use and ownership of Tokens, carries significant risks that could lead to the Tokens being unusable or valueless particularly as a means of payment for the services on the Network.

9. **Regulatory risk:** You understand and accept that DLT and blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Contribution process and which may, inter alia, result in substantial modifications of the project, including potential loss of Tokens for the Contributor. Further, the Contributor accepts and bears risks with respect to US-regulations that may regulate Contribution and/or potential custody of Tokens including for US persons. The Contributor accepts and bears risks with respect to China Regulations that may regulate Contribution and/or potential custody of Tokens including for China persons. The Token Issuing Entity or any Group Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
10. **Risk of uninsured losses:** Tokens do not represent deposits and are not subject to any statutory or private insurance unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company, to offer recourse to you.
11. **Risk of governance failure:** Tokens confer no governance rights of any kind with respect to the Network or the Company, all decisions involving the Company's products or services or that of any subsidiary company or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services on the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the utility of any Tokens you own.