



**GENERAL TERMS & CONDITIONS OF BCS TOKENS SALE**

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## GENERAL TERMS AND CONDITIONS OF BCS TOKENS SALE

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. NOTE THAT SECTION 35 CONTAINS A CLASS ACTION WAIVER AND SECTION 37 CONTAINS AN ARBITRATION CLAUSE, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE available in the Internet via [www.bcshop.io](http://www.bcshop.io) OR BUY BCS Tokens.

These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Additional Documents, constitute a legally binding agreement between the BCSHOP.IO PTE.LTD. that is a company incorporated in Singapore at 176 JooChiat Road, #02-02427447 Singapore (“Company,” “BCSHOP.IO”, “we,” “us”) the owner of the website available in the Internet via [www.bcshop.io](http://www.bcshop.io) and any and all Participants as defined herein in Definitions Section.

By the fact of the Website use and/or BCS Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website [www.bcshop.io](http://www.bcshop.io) and/or purchase of BCS Tokens as defined herein in Definitions Section.

Unless otherwise stated herein, these Terms govern only Participant’s purchase of Tokens from us during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable Terms and policies, which currently include our: Terms relative to Vendor agreement, available at: <https://bcshop.io/uploads/Terms-of-Business-Agreement-with-Seller.pdf> and Terms relative to Buyer agreement, available at: <https://bcshop.io/uploads/Terms-of-Business-Agreement-with-Buyer.pdf>.

### DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

<b>Agreement</b>	These Terms and any other rules, policies or procedures that may be issued by BCSHOP.IO and published from time to time on the Website (including the Accompanying Documents).
<b>Accompanying Documents</b>	Other BCS Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, BCS Token Pre-Sale Agreement, BCS Token Sale Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project White paper is not considered as Accompanying document and provided only as a descriptive information about the project.
<b>Affiliate</b>	Any person or entity that have any relation to the BCSHOP.IO, including, but not limited to partners, employees, agents and contractors of the BCSHOP.IO.
<b>Applicable Law</b>	Law applicable under these Terms to any and all relations between a Participant and BCSHOP.IO.

<b>BCSHOP.IO Platform</b>	A digital platform (not a legal entity), designated for the global selling of various digital goods or services (such as software codes, game currency, e-books, discount coupons, online conference tickets, electronic tickets to live events, etc.) with the use of Ethereum Smart Contracts. Development and launch of BCSHOP.IO is the initial and main purpose of the BCS Tokens Sale. BCSHOP.IO digital platform is not a stock or any other investment instrument of exchange.
<b>Cryptocurrency</b>	Digital currency, represented by Ethereum (ETH) used by Participants to purchase BCS Tokens.
<b>Intellectual Property Rights</b>	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the BCSHOP.IO in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
<b>Tokens</b>	Digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the BCSHOP.IO as a cryptographically secured representation of a right of exchange of 1 BCS Token for internal project "BCB" Token which grant the right to obtain digital goods and services on advantageous conditions. The Token can be unilaterally exchanged at the Participants' discretion (reverse exchange of Tokens is impossible). The aspect of Tokens is explained further in Appendix A.
<b>BCS Tokens Sale</b>	An offering of BCS Tokens to eligible Participants to purchase BCS Tokens during a limited period of time, according to the respective phases (launches) and price as described in Token Pre-Sale Agreement and Token Sale Agreement.
<b>Ethereum Smart Contract</b>	Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of BCS Tokens by a Tokens Sale Participant.
<b>Tokens Sale Participant ("Participant" or "You")</b>	Any person, who uses the Website and purchases BCS Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of BCS Tokens Sale.
<b>SAFT</b>	agreement containing a future right to Tokens of Company purchased by Participants.
<b>Website</b>	A group of interrelated websites owned and operated by BCSHOP.IO PTE.LTD., available in the Internet via address: <a href="http://www.bcshop.io">www.bcshop.io</a> and special application based on blockchain technology.

2. In the Terms, unless the opposite is clear from the context:

- 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3) References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
- 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- 6) The term 'including' does not exclude anything not listed;
- 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 9) A reference to writing or written includes fax and e-mail.
- 10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms
- 12) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

#### ENTIRE AGREEMENT

3. This Agreement is intended to fully reflect the Terms of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree", which shall be published on the Website in such case. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

#### SEVERABILITY

4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to

achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining Terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

## GENERAL PROVISIONS

5. SINGAPORE RESIDENTS WARNING NOTE: Singapore citizens and residents of a geographic area are not eligible and not allowed to participate in the BCS Tokens Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase BCS Tokens if You are neither a Singapore citizen or permanent resident of the mentioned state, nor You have a primary residence or domicile in Singapore. In order to buy BCS Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are Singapore citizen or permanent resident, nor You have a primary residence or domicile in Singapore. Should this change at any time, You shall immediately notify us. You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling BCS Tokens to anyone who does not meet the criteria set forth above. This provision also apply to residents of states and territories, where cryptocurrency, transactions with cryptocurrency, token sales are prohibited.

6. By using this Website each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):

1) he (she) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the BCSHOP.IO PTE.LTD. and in doing so will not violate any other agreement to which he (she) is a party;

2) he (she) has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks (including but not limited to the risks described in Appendix B) and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

3) if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

4) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

5) he (she) is not a resident of a geographic area or citizen of jurisdictions as specified in paragraph 5 hereof;

6) he meets the definition of “accredited investor” or “sophisticated investor” or similar terminology under the applicable securities regulation in jurisdictions where it is required to participate in token sale.

7. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant’s residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of BCS Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

8. Before using the Website and/or purchasing any BCS Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and BCS Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Token Sale Participants confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts their Terms.

9. Before purchasing any BCS Tokens Participant who is resident or citizen of any jurisdiction which require him to be qualified as an “accredited investor” or “sophisticated investor” or similar terminology under the applicable securities regulation in these jurisdictions is obliged to contact BCSHOP.IO and provide all necessary KYC documents. After BCSHOP.IO get all necessary documents Company shall verify that the Participant comply with I conditions of an “accredited investor” in Participant’s jurisdiction and settle a SAFT. Company reserves the right to hold personal interview with Participant to verify him as “accredited investor” or “sophisticated investor” or similar terminology under the applicable securities regulation. Only after SAFT between Company and such Participant is settled, such Participant receive the right to purchase BCS Tokens.

10. These Terms are effective at the time You begin using the Website. Participants may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website. The moment of commencement of these Terms does not affect the moment of commencement of Tokens Pre-Sale Agreement and/or Tokens Sale Agreement, which is additionally specified in these Accompanying Documents.

11. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at BCSHOP.IO’s sole discretion. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

12. The Participant acknowledges and accepts that the BCSHOP.IO reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are

recommended by the BCSHOP.IO. The BCSHOP.IO does not guarantee their safety and conformity with any of Your expectations. Furthermore, BCSHOP.IO is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. BCSHOP.IO assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## INDEMNIFICATION

13. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the BCSHOP.IO and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the BCSHOP.IO arising out of a breach of any warranty, representation, or obligation hereunder.

14. The Participant shall not have any claim of any nature whatsoever against BCSHOP.IO for any failure by BCSHOP.IO to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the BCSHOP.IO.

## LIMITATION OF LIABILITY

15. Any and all purchases of BCS Tokens are final and non-refundable. By purchasing the BCS Token, the Participant acknowledges that neither the BCSHOP.IO nor any other of its affiliates are required to provide a refund for any reason, and that the Participant will not receive money or other compensation for any BCS Token that is not used or remains unused for any reason.

16. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1) IN NO EVENT WILL BCSHOP.IO PTE.LTD. OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PBCSY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE);  
AND

2) IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

17. Nevertheless, the Parties shall be responsible for compliance with the BCSHOP.IO General Terms and conditions of Token sale and Accompanying Documents, for fulfillment of the Participant's commitments and guarantees in the manner and in the amount prescribed by the BCSHOP.IO General Terms and conditions of Token sale and Accompanying Documents, in particular:

1) In case of filing accusations, claims or lawsuits to the BCSHOP.IO related to non-compliance by the Participant of the BCS Token Sale Agreement and/or engagements entered by the Participant during the participation of the Token Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the BCSHOP.IO documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfillment of his obligations by the Participant.

2) In case of filing accusations, claims or lawsuits against the BCSHOP.IO, related to non-compliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the BCSHOP.IO documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfillment of his obligations by the Participant.

3) In case of the Participants' violation of his obligations of the BCSHOP.IO General Terms and conditions of Token sale and Accompanying Documents, the BCSHOP.IO reserves the right to:

- a) demand full compensation from the Participant for losses caused by every violation;
- b) bring a case before a court if the compensation doesn't cover the BCSHOP.IO's loss;
- c) release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.

18. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by Applicable Law. The Participant understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.

19. The Participant agree to be solely responsible for any applicable taxes imposed on BCS Token purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties



or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the BCSHOP.IO Token Sale.

## REPRESENTATIONS AND WARRANTIES

20. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY BCSHOP.IO, BCS TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND BCSHOP.IO EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; BCSHOP.IO DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND BCSHOP.IO CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

21. By purchasing the BCS Tokens the Participant represent and warrant that he has read and understand the BCS Token Sale General Terms and Conditions and Token Pre-Sale agreement or/and Token sale agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token described in appendix A, usage, storage, transmission mechanisms and other material characteristics of the BCS Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the BCS Tokens.

22. You understand that the BCS Tokens confer only the right to be exchanged for additional internal “BCB” Tokens which can be exchanged on the Platform for digital goods and services and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing BCS Tokens to exchange them for “BCB” Tokens after the launch of the Platform and receive digital Goods and Services in exchange for them and to support the development, testing, deployment and operation of the Platform. You are not purchasing BCS Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

23. The Participant fully understands, realizes and agrees that the BCS Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of BCS Token in jurisdiction of the Company incorporation and agree to provide all documents requested from BCSHOP.IO in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

24. The BCSHOP.IO does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The BCSHOP.IO shall not be liable for uninterrupted availability of

the Website at all times, in all countries and/or all geographic locations, or at any given time.

25. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by the BCSHOP.IO in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the BCSHOP.IO in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the BCSHOP.IO or in accordance with the applicable law.

26. The Participant's purchase of the BCS Tokens complies with applicable laws and regulations in the Participant's jurisdiction;

27. The Participant do not intend to hinder, delay or defraud the BCSHOP.IO or any other Participants of the BCSHOP.IO Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

28. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

## INTELLECTUAL PROPERTY

29. The BCSHOP.IO has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the BCS Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of the BCSHOP.IO, including the intellectual property rights for the Website and all text, graphics, Participant interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the BCSHOP.IO and is protected by national and international intellectual property rights protection laws.

30. Unless otherwise stated, the content and information on the Website are the property of BCSHOP.IO. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Participants only. You are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 30 of this Agreement.

31. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of BCSHOP.IO.

You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and conditions

32. BCSHOP.IO retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming BCS Tokens.

33. There are no implied licenses under the Agreement, and any rights not expressly granted to the Participant hereunder are reserved by the BCSHOP.IO.

34. If for the purpose of any intellectual property right registration of the BCSHOP.IO, any documentary submission or any other action is required from the Participant, the Participant must provide the BCSHOP.IO with the respective assistance.

#### APPLICABLE LAW AND DISPUTE RESOLUTION

35. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore (Applicable Law).

36. Any Dispute arising out of or related to these Terms is personal to You and BCSHOP.IO and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

37. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

38. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) in accordance with its rules, and judgment upon the award rendered by the arbitrator(s) (which is the referral of a dispute to one person charged with reviewing the dispute and making a final and binding determination to resolve it instead of having the dispute decided by a judge or jury in court) may be entered in any court having jurisdiction thereof. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Participant and the BCSHOP.IO:

1) waive Your and BCSHOP.IO’s respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and

2) waive Your and BCSHOP.IO’s respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may

be issued by the BCSHOP.IO and published from time to time on the Website), without regard to conflict of law rules or principles (whether of the Republic of Singapore or any other jurisdiction). The language of the arbitration shall be English.

## TERMINATION AND SUSPENSION

39. Notwithstanding anything contained herein, BCSHOP.IO reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the BCSHOP.IO believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or BCSHOP.IO suspension of the Your access to the Website. In the event of any Force Majeure Event (as defined in clause 14), breach of this agreement, or any other event that would make provision of services commercially unreasonable for BCSHOP.IO, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of BCSHOP.IO's Platform. BCSHOP.IO may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, BCSHOP.IO will attempt to return any funds stored in Your smart contract number not otherwise owed to BCSHOP.IO, unless BCSHOP.IO believes the Participant has committed fraud, negligence or other misconduct.

## MISCELLANEOUS

40. Any notice or other communication under the BCSHOP.IO Token Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for TGE. The one and only language of the communication shall be English.

41. The BCSHOP.IO and its Affiliates strictly follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the BCSHOP.IO in fulfillment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.

42. Materials, such as BCSHOP.IO White Paper, Business Plan, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.

43. The Participant will implement reasonable and appropriate measures designed to secure access to:

- 1) any device associated with the email address associated with the Platform;
- 2) private keys required to access any relevant Ethereum address, and;

44. In case the Participant suspect a security breach in any of the abovementioned, he will inform BCSHOP.IO immediately so BCSHOP.IO can take all required and possible measures to secure the Website, the Platform, BCS tokens and systems as whole.

## **Appendix A**

### **OVERVIEW OF TOKENS**

1. BCS and BCB Tokens are based on the Ethereum protocol and conform to the widely used ERC20 standard.
2. BCS Tokens smart contract address will be published in due time prior to BCS Token Pre-Sale and Token Sale.
3. BCS Tokens carries no rights, express or implied, other than those, set out herein, subject to BCSHOP.IO successful completion and deployment of the Platform. In particular, BCS Token holders shall not have any influence in the development or governance of BCSHOP.IO, and BCS Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to BCSHOP.IO.
4. BCS Tokens are designed to be exchangeable on cryptographic token exchanges. BCSHOP.IO gives no warranties that BCS Tokens will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonable possible and within the powers of BCSHOP.IO to enable exchange of BCS Tokens on as many exchanges as possible.
5. BCS Tokens shall be distributed during following events: Token Pre-Sale and Token Sale (several phases).
6. BCS Tokens Pre-Sale shall be held during 02.10.2017 – 15.12.2017 and regulated by this agreement and BCS Token Pre-Sale Agreement.
7. BCS Tokens Sale (first phase) shall be held during 16.01.2018 – 13.02.2018 regulated by this agreement and BCS Token Sale Agreement. Following phases of token sale will be announced at least 15 days prior to start at Website.
8. Participants understand and accept that the they can send 0.01 ETH into a smart contract system on Ethereum and receive one BCS Token in exchange. There will be in total 10,000,000 (ten million) BCS Tokens available (“Total BCS Tokens Number”). BCSHOP.IO shall not create additional BCS Tokens at any time after the initial token release.
9. BCS Tokens shall be distributed in the following manner:
  - 1) 8% of the Total BCS Tokens Number shall be distributed during BCS Tokens Pre-Sale;
  - 2) 15 % of the Total BCS Tokens Number shall be retained by BCSHOP.IO;
  - 3) 56% (including the part of tokens rest after BCS Tokens Pre-Sale) of the Total BCS Tokens Number shall be distributed during BCS Tokens Sale (several phases)
  - 4) 2% of the Total BCS Tokens Number shall be kept as reserve liquidity fund;
  - 5) 12% of the Total BCS Tokens Number shall be allocated to incentivize partners;

6) 3% of the Total BCS Tokens Number shall be allocated for client acquisition.

7) 4% of the Total BCS Tokens Number shall be allocated for advisors.

10. BCSHOP.IO reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of BCSHOP.IO and shall only be used in limited situations, such as, but not limited to:

1) serious security issue detected;

2) serious network performance issue, depriving all users of equal treatment;

3) any type of material attack on the BCS Tokens, the Platform, Website or Ethereum network.

11. BCS Tokens distribution will be offered only through the Website. No third-party website or a different provider is allowed and has not been in any way supported, engaged, authorized or endorsed by BCSHOP.IO and have no relationship in any way with BCSHOP.IO. The only official and authorized website and BCS Tokens distribution provider is the Website available in the Internet via [www.bcshop.io](http://www.bcshop.io). The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

12. BCS Token is not a consumer product and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

13. BCS Tokens can be exchanged for internal Platform BCB Tokens, which can be used as a form of a 100% discount for digital goods and services on the Platform. The number of BCB tokens, which can be obtained by the Participant, depend on the amount of BCS Tokens in his possession and is calculated according to the following formula:  $CB = C * (B / BT)$ , - where CB is the amount of bonus tokens which a Participant gets for holding a certain amount of BCS tokens (the amount of tokens owned is indicated by B), while BT indicates the total amount of BCS tokens issues, and C is the total number of bonus tokens generated since the last call of the owner of BCS tokens. BCSHOP.IO profits will be generated through a small sales fee (0.5%-2% under provisions of Terms relative to Vendor agreement) of the Platform, which will be withheld from every payment (from the Vendor's side (the definition of the “Vendor” is provided in Terms relative to Vendor agreement available on the Website)) and will be received to a separate BCSHOP.IO smart contract. 80% of the fees will be used to provide BCB Tokens with ETH value. The cost of exchange of BCS Tokens on BCB Token is 1 (one) BCS Token. 1000 (one thousand) BCB tokens equals to 1 (one) ETH.

## Appendix B

### RISKS

The Participant understand that BCS and BCB Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of BCSHOP.IO's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise BCSHOP.IO's performance under this agreement.

Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the BCS Token-sale, or receiving and holding Tokens or such risk.

In addition to the above, the Participant also acknowledge that prior to receiving Tokens he have been warned of the following risks, associated with the Website, the BCSHOP.IO Tokens, the Platform and other relevant technologies mentioned herein:

#### **A) Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the BCS Tokens might be considered to be a security, or that it might be considered to be a security in the future. BCSHOP.IO does not give warranties or guarantees that BCS Tokens are not a security in all jurisdictions. Each holder of BCS Tokens shall bear its own legal or financial consequences of BCS Tokens being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of BCS Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use BCS Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of BCS Tokens under these Terms is not legal in his jurisdiction, You should not use the BCS Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of BCSHOP.IO to provide BCS Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that BCS Tokens are not legal in certain jurisdiction, BCSHOP.IO will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust BCS Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

#### **B) Risks associated with Ethereum**

BCS and BCB Tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the BCS and BCB Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to

BCS Tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.

**C) Risk of unfavorable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and BCS Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like BCS Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

**D) Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of BCS and BCB Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that BCSHOP.IO shall have no liability for any such loss the Participant incur.

**E) Risk of security weaknesses in the Website and/or BCS and BCB Tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and BCS Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of BCS Tokens.

**F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, BCS tokens, the Platform, which could result in the theft or loss of BCS tokens.

**G) Risk of mining attacks**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the BCS tokens, is susceptible to mining 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 BCS tokens, expected proper execution and sequencing of BCS tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of BCSHOP.IO and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the BCS tokens interact with and consequently the BCS tokens may be impacted in that way to the extent, described above.

**H) Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that BCS tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such



exchange, if any, might be subject to poorly understood regulatory oversight, and BCSHOP.IO does not give any warranties in regard to any exchange services providers. Participants might be exposed to fraud and failure. In any case, BCSHOP.IO will not enable exchange of BCS tokens for other cryptographic tokens or for fiat currency. Participant may not at any given time be able to acquire or dispose of its BCS tokens due to lack of liquidity.

#### **I) Risk of loss of value**

Value of BCS tokens may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the BCS tokens.

#### **J) Risk of uninsured losses**

BCS tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

#### **K) Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the BCS tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of BCS tokens

#### **L) Internet transmission risks**

The Participant acknowledge that there are risks associated with using the BCS tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that BCSHOP.IO shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and BCS tokens, howsoever caused.

#### **M) Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that BCSHOP.IO cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

#### **N) Insufficient interest in BCSHOP.IO, the Platform and BCS tokens**

It is possible that BCSHOP.IO, BCS tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

#### **O) BCS tokens and the Platform, as developed, may not meet the Participant's expectations**

The Platform is currently under development and may undergo significant changes before release. The Participant's expectations regarding the form and functionality of the Platform and BCS tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of BCS tokens.