



BCS TOKENS PRE-SALE AGREEMENT

Last updated: 19.09.2017

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1. This Token Pre-Sale agreement ('Agreement') forms a legally binding contract between You and the BCSHOP.IO PTE.LTD., a company incorporated in Singapore at 176 Joo Chiat Road, #02-02427447 Singapore and sets forth general rules and procedure of BCSHOP.IO Tokens Pre-Sale by the BCSHOP.IO and their purchase by the Purchaser. This Agreement is inalienable part of BCSHOP.IO General Terms & Conditions of BCS Tokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the BCSHOP.IO Tokens Sale General Terms & Conditions shall apply to the relationships that arise hereunder.
2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the “Purchaser” or “You”) by clicking the button “I agree” on the Website and payment of 0.01 ETH (the “Purchase Amount”) for each BCS Token on the specific smart-contract address published on the Website and during the Token Pre-Sale period, 2017 (the “Payment Date” or “Payment period”), to BCSHOP.IO PTE.LTD. (the “Company” or “BCSHOP.IO”), shall be entitled to take delivery of certain digital cryptographic token (the “BCS Token”) upon the occurrence of the Company’s Token Pre-Sale, subject to BCSHOP.IO Tokens Sale General Terms & Conditions and the provisions set forth below.
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in BCSHOP.IO General Terms & Conditions of BCS Tokens Sale.
4. Token Pre-Sale period is the period of time from 02.10.2017 to 15.12.2017 during which the Company shall deliver to the Purchaser a number of BCS Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Pre-Sale and 50% of additional number of BCS Tokens (according to the procedures referenced in BCSHOP.IO General Terms & Conditions of BCS Tokens Sale and this Agreement).
5. BCS Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the clause 5 of BCSHOP.IO General Terms & Conditions of BCS Tokens Sale (Purchasers) and clause 25 of this Agreement only during a limited BCS Tokens Pre-Sale period of time that is defined in the Appendix A of BCSHOP.IO General Terms & Conditions of BCS Tokens Sale and clause 4 of this Agreement.
6. BCSHOP.IO’s publication on the Website of an offer to sell BCS Tokens to a number of Purchasers (potential BCSHOP.IO Token purchasers) is considered a legally binding offer of the BCSHOP.IO to sell BCS Tokens (hereinafter referred to as the “Offer”).

7. The Offer shall be available only at the Website. Any other offers concerning BCS Tokens Pre-Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the BCSHOP.IO.

8. The number of BCS Tokens offered for sale by the BCSHOP.IO is limited, as well as the number of mentioned tokens to be purchased by one Purchaser. Such number of BCS Tokens to be sold and available for purchase is defined in the Appendix A of the BCSHOP.IO General Terms & Conditions of BCS Tokens Sale.

9. Legally binding acceptance of the Offer shall be conducted by a Purchaser by sending the Purchase Amount of ETH on the specific smart-contract address published on the Website and clicking the button “I agree” on the Website in the specific field. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this BCS Token Pre-Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

10. Offer Acceptance shall be deemed irrevocable.

11. The price of one BCSHOP.IO Token is set forth in 0.01 Ethereum (ETH). The payment of BCS Tokens can be conducted by Purchasers only in Ethereum (ETH). In order to buy BCS Tokens with legal tender Purchaser shall convert such funds into Ethereum (ETH). Technically the payment of BCS Tokens shall be conducted via Ethereum Smart Contract specified on the Website.

12. To purchase BCS Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the BCS Tokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase BCS Tokens from any cryptocurrency exchanges.

13. Purchaser is not entitled to send any funds to purchase BCS Tokens until BCS Tokens Pre-Sale period has officially begun. Purchaser is not entitled to send any funds to purchase BCS Tokens upon ending of the respective BCS Tokens Pre-Sale.

14. The BCS Tokens shall be sent to the Purchaser’s personal respective cryptocurrency wallet by the end of BCS Tokens Pre-Sale period.

15. To the extent allowable pursuant to Applicable Law, the purchase of the BCS Tokens by the Purchaser from the BCSHOP.IO is final, and, thus, there are no refunds and/or cancellations.

16. Ownership rights for BCS Tokens shall be transferred from the BCSHOP.IO to the respective Purchaser upon completion of payment procedure by the Purchaser. However, the right to transfer and exchange BCS Tokens is given to Purchaser only after the end of Token Sale Period.

17. The proceeds received by BCSHOP.IO from the pre-sale of BCS Tokens to Purchaser shall only be deemed as proceeds received from pre-sale of software services, as BCS Tokens are eventually designated to provide an instrument of marketing bonuses generation for exchange to BCB Tokens which can be exchanged for digital goods and services on the Website and Platform.

18. You expressly agree that the BCS Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.

19. By purchase of BCS Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving BCS Tokens are being used to facilitate any criminal or illegal activity.

20. The Purchaser is obliged to provide valid proves concerning legality of his/her proceeds used to purchase BCS Tokens upon BCSHOP.IO's request or request of bank institutions or government authorities.

21. By accepting this Agreement and by purchase of the BCS Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of BCS Tokens, holding BCS Tokens, and using BCS Tokens described in Appendix B of BCSHOP.IO General Terms & Conditions of BCS Tokens Sale.

22. US, Singapore, Hong Kong and United Kingdom citizens and residents are not eligible and not allowed to participate in the BCS Tokens Pre-Sale due to various taxation and regulatory issues. The Purchaser is only allowed to purchase BCS Tokens if and by buying BCS Tokens he/she covenants, represents, and warrants that he/she is neither a US, Singapore, Hong Kong and United Kingdom citizen or resident, nor have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Singapore, or Hong Kong, or the United Kingdom. In order to buy BCS Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser is an authorized officer, are US, Singapore, Hong Kong and United Kingdom citizens or residents, nor they have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Singapore, or Hong Kong, or the United Kingdom. Should this change at any time, Purchaser shall immediately notify BCSHOP.IO. Purchaser also represent and warrant that he (or she) is 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. BCSHOP.IO shall reserve the right to refuse selling BCS Tokens to anyone who does not meet the criteria set forth above.

23. The Purchaser is only allowed to purchase BCS Tokens if and by buying BCS Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):

1) 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 purchase BCS Tokens, enter into agreement with the BCSHOP.IO PTE.LTD.and in doing so will not violate any other agreement to which he (or she) is a party;

2) if he (she) is a corporation, governmental organization or other legal entity, he/she 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;

3) will not be using the BCS Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

24. BCS Tokens are to be provided on an "as is" and "as available" basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the BCS Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the BCSHOP.IO does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the BCS Tokens, regardless of the basis, upon which the liability is claimed and even if the BCSHOP.IO has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the BCSHOP.IO shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the BCS Tokens. The Purchaser understands and expressly agrees that the BCSHOP.IO shall not guaranty in any way that the BCS Tokens might be sold or transferred during or after the BCSHOP.IO Token Pre-Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the BCS Tokens. Purchasing of the BCS Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and the BCSHOP.IO, nor any partnership, joint venture, employment or agency.