

## **Terms of Business Agreement with Buyer**

### **Definitions**

**The owner of the platform or BCShop.io** is BCSHOP.IO PTE.LTD that is a company incorporated in Singapore at 176 Joo Chiat Road, #02-02427447 Singapore.

**Platform** is a group of interrelated websites owned and operated by BCShop.io, available in the Internet via [www.BCShop.io](http://www.BCShop.io) and special program based on blockchain technology.

**Product** is a digital goods and services registered on the platform.

**Vendor** is any person or company that sells the Product on the platform.

**Buyer or You** is any person or entrepreneur who uses the Platform and buys through the Platform.

**Terms of Business Agreement with Buyer** is an Agreement containing the conditions for using the platform, as well as the rights and obligations of Buyers, Vendors and Platform Owner. The additional agreement with sellers: <http://bcshop.io/uploads/Terms-of-Business-Agreement-with-Seller.pdf>

### **1. Introduction**

1.1. Present Agreement (hereinafter referred to as 'Agreement') forms a legally binding contract between You and BCShop.io in relation to your use of the Platform to buy Products. To use the Platform to purchase the Products, Buyer must accept the terms of this Agreement. Buyer who has not accepted the terms of this Agreement shall not be entitled to use the platform and purchase Products through the BCShop.io Platform.

1.2. If you agree to be bound by this Agreement on behalf of your employer or any other entity, you represent and warrant that you have full legal authority to make this Agreement binding in relation to your employer or such entity. If you do not have the necessary authority, you may not accept the Agreement or use BCShop.io on behalf of your employer or other entity. Accepting of the Agreement by such Buyer is equivalent to accepting it by the third party.

1.3. Buyer declares to the owner of the platform that he is capable and has reached the age that allows to have and execute a contractual obligations, taking into account the legislation of the country of residence of the Buyer.

1.4. The owner of the platform shall have the right to make changes to this Agreement at any time without prior notice to the Buyer. Buyer accepts to regularly check the Agreement, and regularly check for notice of any changes. Changes will not be retroactive. They will become effective and will be deemed accepted by Buyer immediately and applicable to all subsequent purchases. If you do not agree with the amendments to the Agreement, you must stop using the Platform, which will be your

sole and exclusive remedy. You agree that if you use the Platform it means your acceptance of the amended terms of present Agreement.

1.5. The purchased Product must be delivered to the Buyer by Vendor. Vendor is fully responsible for distributing the Product to the Buyer by any means at the address specified in the payment information.

1.6. When using the platform, the Buyer agrees to personally verify the information on the platform.

1.7. You agree that if BCShop.io does not apply any of the rights or remedies contained in this Agreement (or that BCShop.io uses under any applicable law), this will not be deemed a formal waiver from BCShop.io rights and these rights or remedies will still be available for BCShop.io.

1.8. If any court, that have jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be excluded from this Agreement without affecting the remaining provisions of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

1.9. Buyer must comply with all domestic and international laws and regulations that may be applied to the purchase of the Product and its use. This legislation also includes restrictions on the location of Buyers and the place of final consumption of the product.

1.10. All claims arising from or related to this Agreement or your relationship with BCShop.io in accordance with this Agreement are governed by the laws of the United Kingdom of Great Britain, in particular in accordance with provisions of conflict of laws. You and BCShop.io agree to resolve all disputes and claims in writing in accordance with the provisions of this Agreement. If the dispute or claim is not solved through negotiation, the dispute or claim must be resolved through individual arbitration (arbitration), which is binding on the parties. These disputes include any claims arising in connection with or related to: 1) this Agreement; Or 2) any aspect of your interaction with the owner of the Platform; Or 3) your platform use. This dispute resolution procedure is considered applicable regardless of whether these disputes related to a contract, tort, legislative act, fraud, unfair competition, misleading or any other theory of law. Arbitration in this Agreement is understood as the consideration of a case by one uninterested arbitrator instead of a judge or jury. The arbitration shall be conducted in English. The arbitrator uses other procedures than the court, and it is subject to limited review by the courts. You and the owner of the Platform acknowledge that you waive the right to consider your dispute in court before a judge or jury, except provisions that provided in this Agreement. You and the owner of the Platform agree to make reasonable efforts to resolve any disputes before referring the matter to Arbitration. The party that intends to refer the case to the Court must first send a written notice to the other party describing the nature and basis of the claim or dispute, as well as the solution sought. In the event that you and the owner of the Platform can not reach an agreement in order to resolve a claim or dispute within one calendar month after receiving the notice, you and the owner of the Platform can transfer the case to the Arbitration (Court) determined by consent of the parties. In the event that your dispute in accordance with the domestic law of your country of residence can not be sent to Arbitration, you and the owner of the Platform accept the exclusive competence of the judicial authorities of the Republic of Cyprus.

Above provision can not be applied to the following types of claims and disputes that you and the owner of the Platform may incur under the exclusive jurisdiction of the judicial authorities of the Republic of Cyprus: 1) claims about violation or other

misuse of intellectual property including claims that require injunctive relief; And 2) claims related to or arising from any alleged illegal use, piracy or theft. This provision allows you to make the above disputes only in case of claims direct to the owner of the Platform. The owner of the Platform is not responsible for the misuse of intellectual property by the seller and any other alleged illegal use of the platform. You agree that BCSshop.io is authorized to use a remedy in the form of injunctive relief in any jurisdiction.

## **2. Pricing and payments**

2.1. Products are offered to Buyers on behalf of Vendor at prices that the Vendor determines at his own discretion. BCSshop.io may include relevant taxes in the price that will be charged from Buyers on the Platform, if such taxes exist in the jurisdiction of the Buyer. The price for the Product is set at the equivalent of one unit of the Ethereum crypto currency.

2.2. The time for processing the payment for the Product is determined by the speed of the Ethereum network. BCSshop.io is not responsible for any delays in the processing of payments.

2.3. Vendor supports his own products. Buyers are fully responsible for the purchase of the Products, and Vendor is responsible for the sale of the Products. Buyers should contact Vendor in case of issues related to the malfunctioning of Products purchased through the Platform if Buyer submits their contact information. Vendor is solely responsible for the technical and other support of his Products and the settlement of all claims against them, and BCSshop.io is exempt from such liability. Vendor can, at his own request, specify and maintain up-to-date, valid and accurate contact information about the Product. BCSshop.io does not store personal information about Buyers and Vendors.

2.4. Vendor can set a refund period in the smart contract for the Product, hereinafter referred to as the MoneyBack function. The payment for the product will be suspended for the period established by Vendor, and will be made to the account of the Seller's Ethereum only after the end of this period. At any time during the refund period after the purchase of the Product, the Buyer may use the MoneyBack function. In the event of a refund through MoneyBack, the Buyer will receive a refund of the equivalent of the value of the Product except the transaction fee for the processing of transaction on the Ethereum platform.

## **3. Use of the Platform by Buyer.**

3.1. You agree to use BCSshop.io only for purposes, which are not in conflict with (a) this Agreement and (b) all applicable laws, regulations and generally accepted standards and recommendations in applicable jurisdictions (including all laws relating to the export of data or software from the relevant countries and import of abovementioned in the relevant countries).

3.2. Buyer agrees not to perform any actions that violate the work, cause damage, lead to unauthorized access, and interrupt the operation of devices, servers, networks and other third party facilities and services, including but not limited to other customers or BCSshop.io itself.

3.3. The owner of the platform reserves the right to terminate the Agreement with the

Buyer in case of violation of the Terms of use by the Buyer.

3.4. Vendor is solely responsible (and releases BCShop.io from liability before the Buyer or any third party) for any breach of the Buyer's obligations under this Agreement, for any contract between the Buyer and the third party or terms of service provision, or applicable laws or regulations, As well as for the consequences of such violations (including all losses and damages that BCShop.io or a third party may incur).

## **5. Termination of this Agreement**

5.1. This Agreement is effective until terminated by the Buyer or the owner of the BCShop.io Platform, as defined below.

5.2. If Buyer wishes to terminate this Agreement, he must stop using the Platform and not use it in the future for shopping.

5.3. The platform owner may at any time terminate the Agreement with the Buyer if:

- (A) Buyer will violate any clause of the Agreement;
- (B) BCShop.io will be forced to do so in compliance with the law;
- (C) BCShop.io will decide to terminate the Platform.

## **6. DISCLAIMER OF WARRANTIES**

6.1 BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT HIS USE OF PLATFORM IS AT HIS SOLE RISK AND THAT PLATFORM IS PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY OF ANY KIND. PLATFORM OR OWNER NOR ITS AFFILIATES DO NOT GUARANTEE CONTINUOUS ERROR FREE AND FREE FROM ANY VIRUS SOFTWARE, SAFE ACCESS TO THE PLATFORM ETHEREUM AND ACCESS TO ANY INFORMATION AVAILABLE IN CONNECTION WITH THE USE OF THE PLATFORM.

6.2 BUYER AGREES TO USE THE PLATFORM AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM, IN ITS SOLE DISCRETION AND AT YOUR SOLE RISK AND WILL BE SOLELY RESPONSIBLE FOR DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE AND LOSS OF DATA THAT RESULTS FROM SUCH USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOT OWNER OF THE PLATFORM NOR ANY OF ITS AFFILIATES SHALL HAVE NO LIABILITY FOR DAMAGES THAT ARISE FROM THE USE OR INABILITY TO USE THE PLATFORM AND FOR THE GOODS AND SERVICES PROVIDED BY VENDOR THROUGH THE PLATFORM, INCLUDING LOSS OF GOODWILL, LOSS OR FAULT IN FUNCTIONING OF THE BUYER EQUIPMENT.

6.3 BCSHOP.IO FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **7. LIMITATION OF LIABILITY**

7.1 BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT PLATFORM OWNER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO BUYER UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY VENDOR, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT BCSHOP.IO OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ARISING OF ANY SUCH LOSSES.

## **8. Indemnification**

8.1 Buyer agrees to the full extent permitted by law, to ensure that the Platform Owner, its affiliated companies and their directors, managers, employees and agents, protection from prosecution and to guarantee the reimbursement of amounts recovered from any claims, actions or judicial Proceedings of third parties, as well as a result of any losses, liabilities, damages, costs and expenses (including payment of legal services in a reasonable amount), as a result of violation by the Buyer of the Agreement When using the Platform.