

Terms of Business Agreement with Vendor

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 and special application based on blockchain technology.

Vendor or You is any person or company selling software codes, digital content and materials, and providing digital services registered under the Platform with active "Vendor" contract and with personal smart contract number.

Buyer is every person/entrepreneurship who uses the Platform and buys via Platform.

Terms of Business Agreement with Vendor is this agreement containing terms of use of the platform, and rights and obligations of Buyers, Vendors, and the owner of the platform. The additional agreement with sellers: <http://bcshop.io/uploads/Terms-of-Business-Agreement-with-Buyer.pdf>

Vendor contract is a smart contract number of the Vendor created within the Platform of BCShop.io.

1. Introduction

1.1. This 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 distribute Products. Vendor acknowledges that BCShop.io will, solely on your behalf, and not on BCShop.io's behalf, display and make Products available for viewing, downloading and purchasing by Buyers. In order to use the Platform to distribute Products, Vendor shall accept this Agreement and register Vendor contract within the Platform. You may not distribute Products via BCShop.io if you do not accept this Agreement.

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 requisite authority, you may not accept the Agreement or use BCShop.io on behalf of your employer or other entity. Accepting the Agreement by such Vendor is equivalent to accepting it by the third party.

1.3. Vendor declares to the owner of the platform that he is 18-years-old at least, or of any age allowing to covenant, bearing in mind the law in the country of Vendor's jurisdiction.

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 Vendor. Vendor 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 Vendor, (a) immediately - for those who become Vendors after the amendment to the agreement is posted, or (b) for pre-existing Vendors - on the date specified in the Agreement amendment, which will be no sooner than 30 days after the changes are posted (except changes required by law which will be effective immediately). If you do not agree with the modifications to the Agreement, you shall terminate your use of Platform, which will be your sole and exclusive remedy. You agree that your continued use of Platform constitutes your agreement to the modified terms of this Agreement.

1.5. Vendor can distribute Products for Buyers via Platform. In order to distribute Products via Platform, you must acquire and maintain valid Vendor contract. The Vendor bears full responsibility for distribution of the Product to the Buyer by any means to the address provided with payment information.

1.6. While using the platform, Vendor agrees to personally check information on the Platform.

1.7. You agree that if BCShop.io does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which BCShop.io has the benefit of under any applicable law), this will not be taken to be a formal waiver of BCShop.io's rights and that those rights or remedies will still be available to BCShop.io.

1.8. If any court of law, having the 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. Vendor shall comply with all domestic and international export laws and regulations that apply to your distribution or use of products. These laws include restrictions on destinations, Buyers and end use.

1.10. All claims, arising out of or relating to this Agreement or your relationships with BCShop.io under this Agreement, shall be governed by the provisions of conflict of laws of the United Kingdom. You and BCShop.io further agree to submit to the exclusive jurisdiction of Singapore International Arbitration Centre (SIAC). In order to resolve any legal issue arising from or relating to this Agreement or your relationships with BCShop.io under this Agreement, except for the fact that you agree that BCShop.io shall be allowed to apply for injunctive relief in any jurisdiction.

2. Pricing and payments

2.1. This Agreement covers only Products for which Vendor charges a fee. Vendor cannot distribute Products on the Platform for free. In order to charge fee for your Products, you shall have valid Vendor contract with personal smart contract number and number of Ethereum wallet.

2.2. Products are displayed to Buyers on your behalf, at prices you establish at your sole discretion. BCShop.io may include applicable taxes in the price charged to Buyers of the

Platform in case such taxes are applicable in Buyer's jurisdiction. You may set the price for your Products in the virtual currency Ethereum.

2.3. The price you set for Products will determine the amount of payment you will receive on your Ethereum wallet. A Transaction Fee, as defined below, will be charged on the sales price and apportioned to the owner of the platform. Where the owner of the platform is required by applicable (local) legislation to withhold any taxes ('Withholding Taxes') on payments made or received in virtual currency, BCShop.io will also deduct an amount equal to such Withholding Taxes from the sales price. For the avoidance of doubt, Withholding Taxes include, but are not limited to, withholding tax obligations on cross-border payments or imposed by telecommunications taxes. The remainder (sales price less Transaction Fee, and less the amount equal to any Withholding Taxes) will be remitted to you. The standard "Transaction Fee" is set forth to 2% of a price established for the product and may be reduced up to 0,5% in particular cases described by the owner of the platform. Transaction fee may be revised by BCShop.io from time to time.

2.4. Vendor is responsible for determining if a Product is taxable and the applicable tax rate for the Payment Processor to collect for each taxing jurisdiction where Products are sold. The Vendor is responsible for remitting taxes to the appropriate taxing authority. Where BCShop.io is required by applicable (local) legislation to determine, apply and pay the applicable tax rate, BCShop.io will be responsible for applying, collecting and remitting the taxes to the appropriate taxing authority. If BCShop.io collects and remits value added taxes on customer payments (where required by BCShop.io under applicable local law) and this remittance fulfils the applicable requirements for value added taxes on those customer payments, such taxes will not be passed on to Vendor by BCShop.io. Where BCShop.io is required to collect and remit taxes as described in this section, Vendor and BCShop.io will recognise a supply from Vendor to BCShop.io for tax purposes, and Vendor will comply with the relevant tax obligations arising from this additional supply.

2.5. Vendor supports his product. Buyers are fully responsible for buying Products and Vendor is responsible for selling Products. Buyers are instructed to contact the Vendor concerning any defects or performance issues in Products purchased via Platform in case the Buyer provides his contact details. You will be solely responsible for, and BCShop.io will have no responsibility to undertake, or handle, support and maintenance of your Products, and any complaints about your Products. You may by your wish supply and maintain valid and accurate contact information in the Product. BCShop.io does not store any personal information about Buyers and Vendors.

2.6. Vendor may set a refund period in smart contract for a Product, hereinafter called MoneyBack function. A payment for Product will be suspended for a period set by the Vendor and will be conducted on Vendor's Ethereum wallet only after the end of this period. Buyer may apply MoneyBack function at any moment of time during the period of refund after purchase of the Product. In case of refund by MoneyBack, Buyer receive back an amount of funds equal to the Product price with deduction of transaction fee taken for Ethereum platform processing.

3. Use of the Platform by Vendor.

3.1. Except for the licence rights granted by you in Section 4 below, BCShop.io agrees that it obtains no right, title or interest from you (or your licensor's) under this Agreement in or to any of Products, including any intellectual property rights which subsist in those Products.

3.2. Vendor agrees to use BCShop.io only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the import of data or software to and export from the relevant countries).

3.3. Vendor agrees that he will not be engaged in any activity with BCShop.io, including the development or distribution of Products, that interferes with, disrupts, damages or accesses in an unauthorised manner the devices, servers, networks or other properties or services of any third party including, but not limited to Buyers or BCShop.io.

3.4. Vendor is obliged to have valid Ethereum wallet address assigned to his contract at all times.

3.5. The owner of the platform reserves the right to close the Vendor contract in case the Terms of Use has been breached by Vendor.

3.6. Vendor cannot use the contracts of other Vendors or make their contracts available to other Vendors or third parties. It does not apply to a Vendor sharing his contract with the third party using the platform on his behalf.

3.7. The contract of Vendor belongs to the Owner of the platform and may be deleted without providing a reason for the foregoing.

3.8. Vendor agrees that he is solely responsible for (and that BCShop.io has no responsibility to Vendor or to any third party for) any breach of Vendor's obligations under this Agreement, any applicable third-party contract or terms of service or any applicable law or regulation and for the consequences (including any loss or damage which BCShop.io or any third party may suffer) of any such breach.

3.9. Vendor agrees that if he uses BCShop.io to distribute Products, he will protect the privacy and legal rights of Buyers. If Buyer provides Vendor with Product that accesses or uses Buyer's names, passwords or any other login information or personal information, Vendor shall make the Buyer aware that the information will be available to his Product and he shall provide legally adequate privacy notice and protection for those Buyers. Furthermore, Vendor's Product may only use that information for the limited purposes for which the Buyer has given his permission to Vendor. If Vendor's Product stores personal or sensitive information provided by Buyers, it must do so securely and only for as long as it is needed. But if the Buyer has opted in to a separate agreement with Vendor that allows Vendor or his Product to store or use personal or sensitive information directly related to Vendor's Product (not including other products or

applications), then the terms of that separate agreement will govern Vendor's use of such information.

4. Licence grants

4.1. Vendor grants to BCShop.io a non-exclusive, worldwide and royalty-free licence to: reproduce, perform, display, analyse and use the Products in connection with (i) cryptocurrency operation and marketing of BCShop.io; (ii) marketing of devices and services that support the use of the Products, (iii) making improvements to BCShop.io Platform and (iv) checking for compliance with this Agreement.

4.2. Vendor grants to Buyer a non-exclusive, worldwide and perpetual licence to perform, display and use Product in case of software or digital content. The Vendor grants to the Buyer a right to receive any digital service within the conditions described in the product details of a smart contract.

4.3. Vendor represents and warrants that he has all the intellectual property rights, including all necessary patents, trademarks, trade secrets, copyrights or other proprietary rights, in and to the Product. If Vendor uses third-party materials, he represents and warrants that he has the right to distribute the third-party materials in the Product. Vendor agrees that he will not submit material to BCShop.io that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including patent, privacy and publicity rights, unless Vendor is the owner of such rights or has permission from their rightful owner to submit the materials.

5. Termination of this Agreement

5.1. This Agreement will continue to apply until terminated by either Vendor or BCShop.io, as set out below.

5.2. If Vendor wants to terminate this Agreement, he shall provide BCShop.io with notice and cease his use of any relevant Vendor credentials by deleting the contract.

5.3. The owner of the platform may, at any time, terminate this Agreement with Vendor if:

(A) Vendor has breached any provision of this Agreement or

(B) BCShop.io is required to do so by law or

(C) Vendor deletes his contract or

(D) BCShop.io decides to no longer provide the Platform.

6. DISCLAIMER OF WARRANTIES

6.1 VENDOR 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.

6.2 VENDOR'S USE OF THE PLATFORM AND ANY MATERIAL OBTAINED THROUGH THE USE OF THE PLATFORM IS AT HIS OWN DISCRETION AND RISK AND VENDOR IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

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 VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT PLATFORM OWNER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO VENDOR 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 To the maximum extent permitted by law, Vendor agrees to defend, indemnify and hold harmless the owner of the platform, its affiliates and their respective directors, officers, employees and agents, from and against any and all third-party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable Lawyer's fees) arising out of or accruing from (a) Vendor's use of the Platform in violation of this Agreement, and (b) Vendor's Product that infringes any copyright, trademark, trade secret, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy.