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**BPAY.IO**  
**TERMS & CONDITIONS**

LATEST UPDATE 07.03.2018

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**IMPORTANT:**

**PLEASE READ CAREFULLY THE TERMS & CONDITIONS**

## TERMS & CONDITIONS

### INTRODUCTION

These Terms & Conditions (hereinafter „Conditions“), the Privacy Policy, as well as any other conditions published at the time of the ICO within the “Bpay” project, are published on the company’s website: <https://www.bpay.io/>, and accordingly all information and agreements posted on this website and accepted by the parties, constitute legal relations between the parties and are the agreement between the Donator / User and the “Bpay”. The AdsMob Ltd is a legal entity registered in the legal jurisdiction of the Republic of Estonia.

#### Tokens

“**BUY**”- a digital token and a payment system using a transaction through the trusted network nodes.

“**BUY token**” is created on a basis of the ETH ERC-20.

“**Business model**” means a document, containing the Bpay.io business model, located at the address: <https://www.bpay.io/>.

“**User**” means a legal or natural person, participating in the Project.

“**Donation**” means funds which donors send to the AdsMob Ltd in exchange for “BUY” in accordance with the current exchange rate.

Representatives of the AdsMob Ltd do not have access to user wallets. The Funds received are automatically controlled by the platform. After the exchange, funds in automatic mode will be sent to the account of the holder without the participation of people. Employees of the Company do not have access to the wallets and cannot make transfers from them. To work with the service and work on this platform, you must meet the following conditions:

- registration on the platform;
- agreement with the Conditions of Use;
- the list of conditions can be added, partially abolished or updated at any time by the employees of the AdsMob Ltd.

Using the site, using the services and participating in crowdfunding, the users agree with the conditions prescribed on this site. The AdsMob Ltd reserves the right to change the terms and conditions at any time and the amendments will come into effect immediately after publication on the Site. In the event that donors use and continue to use the Website and participate in crowdfunding, they thereby consent to the participation in the project and the consent with the Terms and / or the Terms and Conditions of the Company is confirmed.

### 1. Privacy Policy

1.1. Translations made by users are recorded in the system and encrypted. The User wallets are also encrypted on the platform, and any association with the user profiles is levelled off. Any connection of wallets with the users of the platform is not accessible to anyone, except the developers of the platform. This is necessary to resolve disputes or respond to user questions in case they arise.

1.2. All personal data of the users, including passwords, email and all identifiers of the wallets are encrypted. It protects users of “BUY” from hacking or leaking information. Even in the worst-case scenario, user data, passwords and wallets will remain safe. Accesses or transfers of money resources from them cannot be carried out.

1.3. These conditions are not an offer to purchase securities or a scheme of collective investment. The Users are advised to carefully read this document and be cautious when investing funds. The White Paper was developed in conjunction with our financial advisors, as well as verified and approved by our lawyers.

1.4. Before acquiring tokens, each participant in this proposal is advised to carefully weigh all the information and risks outlined in the White Paper, especially the following risk factors:

Dependence of the blockchain “Epherium” (or any other blockchain) on the functioning of software applications, computer equipment and the Internet. It means that the AdsMob Ltd platform cannot guarantee that a break in the system will not negatively affect the operation of the platform. While the Bpay.io platform uses all reasonable security measures, the infrastructure can be vulnerable to computer viruses, physical and electronic hacking, and other similar system disruptions. Computer viruses, hacks and other similar violations caused by the actions of third parties can lead to interruptions, delays or suspension of the platform.

## **2. Crowdfunding**

2.1. The Users will transfer funds to the Bpay.io for the development of the project and will receive “BUY” tokens in exchange. “BUY” tokens do not give any property rights or obligations, but they give the opportunity to receive any remuneration described in the Prospectus upon the successful completion of the project.

2.2. Crowdfunding will be conducted through the company’s website and will consist of accepting donations and providing such donations tokens of the AdsMob Ltd.

2.3. Failure to comply with the instructions and conditions specified on the website may limit, delay or exclude donation opportunities. Any questions about such instructions should be sent to: <https://www.bpay.io/>.

## **3. Legal exposure**

3.1. The Blockchain technology, including, but not limited to the release of tokens, may be a new concept in some jurisdictions, which can apply existing laws and regulations to them, or enact new laws and regulations that govern the applications of blockchain technologies.

3.2. Sales tax and other taxes. Token holders, buyers and sellers on the *Bpay* site may be required to pay sales taxes (levied on the sale) and other taxes associated with transactions provided for in this document in accordance with the law in their countries of residence. In this case, the holders of the tokens and the users of the site are solely responsible for compliance with the tax laws of the country of residence and other jurisdictions.

## **4. Creating tokens**

Tokens will be created prior to the beginning of crowdfunding and are provided to users in a reasonable time after receiving each Donation.

Name of the token: “BUY”

Type of the token: Utility

Blockchain: Now is ERC-20, then — Graphene

## 5. Detailed dissemination of tokens

5.1. Within the dissemination of the Bpay.io tokens, **one billion** (1,000,000,000) (100%) of the Bpay.io tokens will be distributed according to the scheme below:

5.1.1 The number of tokens admitted for sale at Private token sale/Public token sale:

600.000.000 (60%)

5.1.2 10% of which will be distributed via Private token sale

5.1.3 50% will be distributed among the ICO participants

5.1.4 5% will be distributed for marketing and bounty programs

5.1.5 10% is reserved for strategic partners

5.1.6 25% is reserved for the team and distribution of tokens to key customers for rapid scalability of the product in the market.

5.2. Private sale of the tokens

5.2.1. Period of distribution: from March 26, 2018 to April 2, 2018

5.3. Public sale of tokens

5.3.1. Period of distribution: from April 17 to May 15, 2018

## 6. Risks related to the Ethereum

BUY tokens are released on the blockchain of the Ethereum. In this regard, any malfunction or wrong functioning of the Ethereum protocol. can lead to the fact that the platform of tokens will work in an unforeseen manner.

## 7. Regulatory authority

Technologies related to blockchain are subject to the supervision and control by various regulatory bodies around the world. „BUY” tokens can be subject to regulation thereunder, including restrictions on the use or possession of digital tokens, such as “BUY”, which can slow or limit the functionality.

According to § 47 (1) of the Money Laundering and Terrorist Financing Prevention Act (RahaPTS), the Financial Intelligence Unit in Estonia (RAB) supervises the activities of the obligated persons.

The Users confirm (acknowledgment is the acceptance of this agreement) that they undertake to pass the identification procedure and comply with the requirements provided by the AML / KYC procedures and requirements arising from the Money Laundering Act. In the event of refusal to undergo these procedures and / or providing inaccurate information, the tokens

received by the user may be lost. Accepting this agreement, the User confirms these conditions are clear to him and he agrees to them.

The User acknowledges, understands and agrees that „BUY” is not a security and is not registered in any public institution as security, and should not be treated as such. The User acknowledges, understands and agrees that the ownership right to “BUY does not grant the User the right to receive profit, income or other payments, or revenues related to the acquisition, storage, management or disposal, execution, redemption or expiry of any right, interest, property rights or privileges on the Bpay.io site or any other property of the site in whole or in part.

### **8. Force Majeure**

The activities of the Bpay.io platform may be interrupted, suspended or delayed due to force majeure circumstances. Force Majeure means events and circumstances of an extraordinary nature that could not be foreseen by the Company and include natural disasters, wars, armed conflicts, riots, industrial conflicts, epidemics, mass layoffs, strikes with reduced productivity, long-term shortages or interruptions supply of electricity or telecommunications services, the actions of the municipal government, the government of the region / state and the federal government, and other circumstances beyond the Company’s control.

### **9. Intellectual property**

The content and information on the Site are considered the property of the AdsMob Ltd. The Users may not upload, reproduce or re-transmit any information on the company’s website, except for providing personal data necessary for registration under this project. The User receives a limited, non-transferable, revocable license to view and receive information exclusively for the personal use.

All intellectual property rights contained in the information, text, graphics, logos, images, sound clips, scripts, software, technologies, sound or any other materials or work indicated on the Website must be and do remain the property of the Company. The User is allowed to download and print such materials from the Website only for the personal and non-commercial use.

Tokens are not offered to the US residents or citizens.

By participating in the project, making donations or receiving tokens, the user “you” represents and guarantees that he is not a resident or citizen of the United States, and all data is true and accurate.

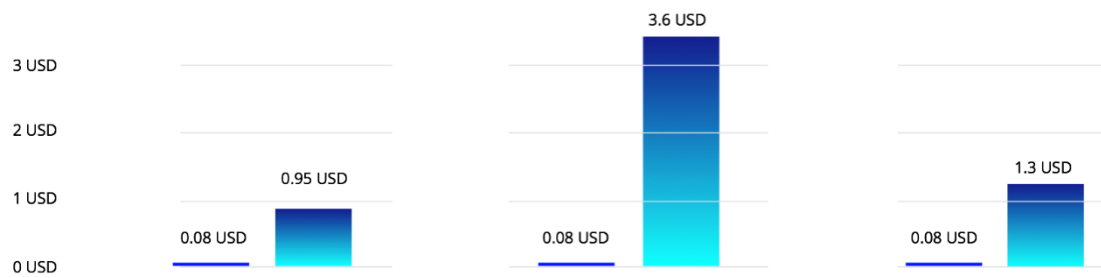
### **10. Cooperation with legal entities**

The BIT.CO will cooperate with law enforcement agencies on all requests as well as maintain and provide relevant documentation in accordance with the jurisdiction of the company’s registration.

The legal entity that conducts crowdfunding is registered in the Republic of Estonia and carries out its activities in accordance with the legislation of the Republic of Estonia.

## Annex I

### Estimated value of BUY based on market data



#### **0.95 USD**

Bitcoin 2016-2017

Growth by 950%

BUY token 2018-2019: with the same growth dynamics, the cost of the token will be: 0.95 USD

#### **3.6 USD**

Ethereal: 2016-2017

Growth by 3600%

BUY token 2018-2019: with the same growth dynamics, the cost of the token will be: 3.6 USD

#### **1.33 USD**

With the capitalization of 1% of PayPal's capitalization, BUY tokens in free circulation (600.000.000) will be evaluated at 1.33 USD.