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## **TOKEN PURCHASE AGREEMENT**

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**IMPORTANT:**

**PLEASE READ CAREFULLY THIS TOKEN PURCHASE AGREEMENT**

**BY PURCHASING BPAY.IO TOKENS YOU ACCEPT AND AGREE TO THE  
CONDITIONS HEREIN**

**TABLE OF CONTENT**

INTRODUCTION..... 5

CHAPTER I. TERMS AND DEFINITIONS..... 6

CHAPTER II. ACCEPTANCE OF THE AGREEMENT AND PURCHASING OF  
TOKENS ..... 8

    2.1 Entry of agreement into force..... 8

    2.2 The user agreement ..... 8

    2.3 “White Paper” ..... 8

    2.4 Bpay.io tokens..... 8

        2.4.1 Goal..... 8

        2.4.2 Use of finance by the company..... 8

CHAPTER III. DISTRIBUTION OF TOKENS ..... 8

    3.1 Distribution and dissemination of Bpay.io. tokens ..... 8

    3.2 Prohibition on purchase of tokens by residents of the US and PR of China.... 9

    3.3 Dissemination of “BUY” tokens for Parties to the AdsMob Ltd..... 9

    3.4 Lack of assurance and guarantees ..... 10

    3.5 Tokens are not securities, goods or swap..... 10

    3.6 Tokens are not investment instruments..... 10

    3.7 Lack of Bpay.io platform startup guarantee..... 10

CHAPTER IV. ABSENCE OF OTHER CREATED RIGHTS ..... 10

    4.1 Absence of crediting rates or shares of participation ..... 10

    4.2 Intellectual property ..... 11

CHAPTER V. DATA SECURITY AND TAXES.....	11
5.1    Data security and privacy .....	11
5.1.1 Measures aimed at ensuring the secure access.....	11
5.1.2 Additional information .....	11
5.2    Taxes .....	11
CHAPTER VI. USER REPRESENTATIONS AND WARRANTIES.....	12
6.1    Prohibition on participation of residents of the US and PR of China .....	13
6.2    Powers .....	12
6.2.1 Buyer, acting as a physical entity.....	12
6.2.2 Buyer, acting as a juridical entity.....	12
6.3    Absence of contradictions .....	12
6.4    Lack of agreement or approval.....	12
6.5    User awareness and Project Risks.....	12
6.6    Financing and Payments.....	13
6.6.1 Financing.....	13
6.6.2 Payments .....	13
6.7    Compliance with regulatory requirements .....	13
6.7.1 Combating money laundering and terrorist financing.....	13
6.7.2 Compliance with sanctions.....	13
CHAPTER VII. STATEMENT OF DISCLAIMER.....	13
7.1    At your own risk.....	13
7.2    No guarantees are given. ....	13
CHAPTER VIII. RISKS.....	13
8.1    Lack of legal and functional characteristics.....	14
8.2    Blockchain impediment risk.....	14
8.3    Safety of tokens.....	14

8.4	Access to private keys .....	14
8.5	New technologies .....	14
8.6	Dependence on third parties .....	15
8.7	Changes to the Bpay.io Soft .....	15
8.8	Completion of the Project .....	15
8.9	Lack of interest .....	15
8.10	Uncertain regulatory framework .....	15
8.11	Risk of State Intervention .....	15
CHAPTER IX. LIMITATION OF LIABILITY; COMPENSATION .....		16
9.1	Limitation of liability .....	16
9.2	Damage .....	16
9.3	Force Majeure .....	16
9.4	Exemption from liability .....	16
9.5	Compensation .....	16
CHAPTER X. SETTLEMENT OF DISPUTES .....		17
10.1	Pre-trial resolution of disputes .....	17
10.2	Mandatory Arbitration .....	17
10.3	Absence of group arbitration, collective or representation suits .....	17
CHAPTER XI. OTHER PROVISIONS .....		17
11.1	Governing law .....	17
11.2	Entire agreement .....	17
11.3	Amendment to Agreement .....	18
11.4	Termination of the Agreement .....	18
11.5	Absence of the possibility of waiving rights .....	18

11.6	Electronic communications .....	18
ANNEXES XII.	.....	18
	Annex I Dissemination of the Bpay.io tokens.....	18
	Annex II Stages of Public Token Sale.....	19
	Annex III Structure of the use of raised funds .....	19
	Annex IV List of prohibited jurisdictions .....	19

This Agreement on the purchase and sale of tokens (the „Agreement“) will be entered into between the „AdsMob Ltd“, a company registered and operating in accordance with the laws of the Republic of Estonia, that will designate and include all of its successors and legal representatives, („Bpay.io“, „Company“ or „We“) and you (hereinafter referred to as the „Buyer“, „Participant“ or „You“).

Since the Bpay.io and the Buyer (hereinafter individually referred to as the “Party” and collectively as the “Parties”) wish to enter into the relations in which the Buyer acquires, and the Bpay.io provides the Bpay.io (“BUY”) tokens under the Sale procedure (“Sale of Tokens”) to be used on the Bpay.io platform in exchange for remuneration in accordance with the terms published by the Bpay.io on the site <https://www.bpay.io/> (“Web site”).

Participants contribute to the Bpay.io to help develop software for the Bpay.io platform, but such a contribution will not provide the Member with any assets, bonds, securities or other financial instruments of the Bpay.io.

**Using the site, and / or acquiring “BUY”, you agree to the following terms and conditions in their entirety.**

**This provides that the participant has fully read, understood and accepted these conditions.**

**If the participant does not agree with any condition or all conditions in the entirety, he should refrain from using the site and / or purchasing “BUY”.**

**If you do not agree to these terms, please do not use the website or any information, links or content posted on the site, and do not participate in the sale of tokens.**

**For the buyer’s note.**

The Buyer confirms, understands and agrees with the following:

**1. Matters related to the Bpay.io platform:**

a) The AdsMob Ltd develops the Bpay.io platform (“Bpay.io Platform”) in accordance with the “White Paper” (henceforth possible amendments), which can be accessed at: <https://www.bpay.io/>.

b) The AdsMob Ltd reserves the right to issue additional tokens and conduct any related activities in accordance with the White Paper, the provisions of which can be changed in the AdsMob Ltd unilaterally at any time.

c) After the development phase, the AdsMob Ltd will release the Bpay.io platform;

2. **Obligatory agreement.** By purchasing the Bpay.io tokens, the Buyer fully acknowledges, understands and agrees that he undertakes to comply with this Agreement.
3. **The ban on the acquisition of tokens by residents of the United States and China.** BUY tokens are not offered or distributed to buyers from the United States. If you are a citizen, resident or person staying or residing in the United States of America, including states, territories and the District of Columbia, or any legal entity, including but not limited to any corporation or partner network established or organized in accordance with the law of the United States of America, of any state, its territory, or the District of Columbia (the “US Resident”), or if you are a citizen, resident or person staying or residing in the country or any legal entity, including but not limited to any corporation or partner network established or organized in accordance with the laws of the People’s Republic of China (“representative of China”), You may not acquire the Bpay.io tokens.
4. **The Bpay.io tokens do not have a legal status,** areas of application or external features. BUY do not have legal status, scope, external features, functions or characteristics other than those provided by the Bpay.io and this Agreement.
5. **Buying “BUY” tokens. Any price and / or other amounts paid for the Bpay.io tokens are not refundable.** Such purchases cannot be cancelled or refunded in any other way. The Buyer acknowledges that he understands and agrees that there is a risk of losing any amounts paid.
6. **“BUY” tokens may not have any value.** The Buyer acknowledges that he understands and agrees that the Bpay.io tokens do not have a real value that could be calculated or expressed in any material equivalent.
7. **Cancellation of the purchase of the Bpay.io. tokens.** The AdsMob Ltd, at its discretion, reserves the right to refuse or cancel requests for the purchase of “BUY” tokens at any time.
8. **Other Risks.** Please read carefully all the risks outlined in Chapter 8. If you have any questions, please contact the AdsMob Ltd.

## **CHAPTER I. TERMS AND DEFINITIONS**

Capital words used in this Agreement without definition have the meanings indicated in the “White Paper”, unless the context requires otherwise. In addition, whenever used in this Agreement, unless the context requires otherwise, as used herein, the following terms have the following meanings:

**“Action”** means any claims, actions, suits, audit, evaluation, arbitration or any court proceeding, in each case that is in or before any governmental authority.

**„Contract”** means the present contract of purchase-sale of “Bpay.io” tokens.

**“Personal account”** means the account created for the Buyer on the website after the successful registration and authorization of the Buyer to purchase “BUY” tokens.

**“Payment”** means the payment made by the Buyer to the Seller for “BUY” tokens.

**“Distribution period”** means the period during which the Seller will offer “BUY” tokens for distribution and dissemination.

“**Buyer**” means a capable natural person who enters into the Contract on the terms set out below.

„**Seller**” means a legal entity registered under the laws of the Republic of Estonia.

“**Privacy Policy**” means the Seller’s statement describing how the Seller collects, uses, discloses and manages the Buyers’ data.

“**Platform**” means an electronic platform based on a decentralized distributed database (Blockchain) that provides users the access to the services of the Bpay.io site in accordance with the User Agreement concluded between the participants and the Company under the Loyalty Program.

“**Site**” means a set of information, texts, graphic elements, design, images, photos and video materials and other results of intellectual activity, as well as computer programs contained in an information system that provides access to such information on the Internet at the network address golos.io.

“**Dispute**” means any disputes, disagreements or claims based on the result relating to this Contract, including with respect to the formation, applicability, violation, termination or enforcement of this contract.

“**Parties**” means the buyer and the seller.

“**Terms of Use**” means the terms of use applicable to the Website.

“**Credentials**” means a unique combination of login and password required by the Buyer to access the Site.

“**Damage**” means any actual and potential damage, loss, liability, levy, cost or any expense – direct, indirect, compensatory, incidental, factual, exemplary, punitive or special, including any loss of business, income, profit, data, use, goodwill or other intangible damages.

“**Electronic wallet**” means an interface provided by the Platform, which allows receiving, storing and transferring crypto-currencies to other users of the Platform, using computers, mobile devices, including by means of special software installed on these devices, in the manner and on the terms specified in the user agreement.

“**BTC**” means Bitcoin of the crypto currency used to purchase “BUY” tokens.

“**ETH**” means Ether of the crypto currency used to purchase “BUY” tokens.

“**White Paper**” means a document detailing the Bpay.io platform and „BUY“ tokens, as well as other related matters.

## CHAPTER II.

### ACCEPTANCE OF THE AGREEMENT AND PURCHASING OF TOKENS

#### 2.1. Entry of the agreement into force.

This Agreement between the Parties shall enter into force when the Buyer: (a) places a tick on the official website <https://www.bpay.io/> (the „Website”), thereby confirming that he has read, understands and agrees to comply with the terms of this Agreement; or, if earlier (b) the Company has received funds from the Buyer. The User agrees and acknowledges that he has read in full and understands this Agreement and the conditions necessary for execution under this Agreement.

#### 2.2. User Agreement.

For visitors to the Website, the company has created a User Agreement, posted at <https://www.bpay.io/terms-use>, which may be amended from time to time. The User has acquainted, understands and accepts these conditions.

#### 2.3. “White Paper”.

The AdsMob Ltd has developed a document called the “White Paper”, available at <https://www.bpay.io/>, which contains information about the Bpay.io platform. The “White Paper” may be amended from time to time. Here is a link to the latest version of the “White Paper”. The Buyer confirms that he has read, understood and agrees with the content of the “White Paper”. The Buyer shall regularly check the Website for any changes to the “White Paper”.

#### 2.4. The Bpay.io tokens.

**2.4.1. Goal.** As mentioned above, the Bpay.io tokens do not have legal status, scope, external features, functions or characteristics, either explicit or implied. Although “BUY” may be subject to sale and purchase, they are not investments, currency, securities, commodity, swap (for currency, security, goods), or any other financial instrument.

**2.4.2. Use of the company funds.** The Buyer acknowledges and understands that the funds collected on the distribution of “BUY” tokens will be used by the Company at its own discretion.

## CHAPTER III.

### DISTRIBUTION OF TOKENS

#### 3.1. Distribution and dissemination of Bpay.io tokens.

The AdsMob Ltd intends to distribute and disseminate “BUY” in accordance with the specifics of this process, set out in Annex I to this Agreement, which includes the detailed information on the timing (the distribution period of the Bpay.io) and prices, as well as the information on the number of the Bpay.io tokens which is planned to be distributed. During the distribution period, the Bpay.io will provide special procedures regulating the process of

purchasing tokens by the Buyer through the Website. Purchasing “BUY”, the User fully recognizes and understands these procedures and their specifics. The failure to use the Website and follow these procedures may result in the Buyer not being able to receive “BUY” tokens.

Any Buyer of the Bpay.io tokens confirms and agrees that he may lose all or part of the amount paid in exchange for “BUY”, regardless of the date of the transaction.

The access or use of the Bpay.io smart contracts and / or the receipt or purchase of the Bpay.io tokens by any means other than the Site are unauthorized in the context of the AdsMob Ltd and in no way can be agreed upon by the Parties. The Buyer should be very careful and make sure that the website used to buy “BUY”, has the following URL: <http://www.bpay.io/>.

### **3.2. Prohibition on purchase of tokens by residents of the US and PR of China.**

Residents of the United States and China cannot participate in the distribution of tokens. The US and Chinese citizens are strictly prohibited from using the Bpay.io smart contracts and / or acquiring the Bpay.io tokens. In no case the AdsMob Ltd will offer to buy tokens to residents of these countries. If the US or a Chinese citizen uses a Bpay.io smart contract and / or purchases the Bpay.io tokens, this action and the conclusion of this Agreement are deemed committed on an illegal, unauthorized and fraudulent basis and the Agreement is declared invalid. The AdsMob Ltd shall not be liable under this Agreement if, at the time of entering into the Agreement, the US or a Chinese citizen acts as the User or the purchase of “BUY” tokens is carried out on behalf of the US or a Chinese citizen. In this case, the AdsMob Ltd may take all necessary actions in its sole discretion, declare the present Agreement invalid, including sending information to the relevant authorities.

Any natural or legal person of the United States or the People’s Republic of China that uses the Bpay.io smart contract and / or acquires the Bpay.io tokens, enters into this Agreement on an illegal, unauthorized or fraudulent basis, is fully responsible and obligated to recover losses of the AdsMob Ltd, and render all necessary actions to protect the relevant officials of current and future employees, directors, contractors, consultants, shareholders, providers, sellers, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors (collectively the Parties of the “AdsMob Ltd”) from any losses and liabilities related to losses, costs or expenses of any kind, whether direct or indirect, compensatory, incidental, actual, punitive or special costs, including but not limited to loss of business, income, profit, data, purpose, reputation or other non-material losses — in aggregate, the “damage” suffered by the Parties to the Bpay.io resulting from the unlawful, illegal or fraudulent use of “BUY” Distribution Contract by the US or Chinese citizen, the unauthorized use of the smart Bpay.io contract and / or receipt of “BUY” tokens.

### **3.3. Dissemination of “BUY” tokens for Parties to the AdsMob Ltd.**

The Buyer understands and accepts the participation of former, current and future employees of the AdsMob Ltd, officials, directors, contractors, consultants, stockholders, suppliers and service providers in the distribution of BUY tokens, including professionals who can develop and implement the Bpay.io platform or employees of the future Bpay.io projects, which can be based on a portion of the collected funds during the distribution of BUY tokens. The participation of all the above-mentioned Parties will be carried out under the same conditions as for any other Buyer of BUY tokens, subject to all the terms of the Agreement.

### **3.4. Lack of assurance and guarantees.**

BUY tokens will be distributed among the Buyers in accordance with this agreement. Neither Party to the AdsMob Ltd makes any promises or warranties, either express or implied, including, without limitation, any warranties of ownership or implied warranties of commercial use or merchantability with respect to the Bpay smart contract or the Bpay.io tokens, their usefulness, or the ability to purchase BUY tokens.

Neither Party to the AdsMob Ltd declares or guarantees that the process of buying or receiving BUY tokens will be uninterrupted or error-free, or that BUY tokens are reliable and error-free. Thus, the Buyer recognizes and understands that he may not receive BUY tokens and lose the entire amount that he paid to the AdsMob Ltd. The Buyer undertakes to provide the Bpay.io with the exact digital address of the wallet to receive an invoice for the purchase of BUY tokens in accordance with the Bpay.io smart contract.

### **3.5. Tokens are not securities, goods or swap.**

BUY tokens are not software, securities, commodities, security swaps or any kind of financial instrument. Buying and selling of BUY tokens is not subject to any laws regulating these types of financial instruments. This Agreement and all other documents referred to in this Agreement, including the “White Paper” and the Buyer Agreement, are not a prospectus, an offer or an offer to purchase an investment.

### **3.6. Tokens are not investment instruments.**

The Buyer’s participation in the distribution of BUY tokens cannot be carried out for investment purposes. BUY tokens are not intended for investment and should not be considered as a type of investment, as provided for by national legislation.

### **3.7. Lack of the Bpay.io platform startup guarantee.**

The Buyer acknowledges, understands and agrees that he refuses the expectations, and the Bpay.io does not provide assurances or guarantees that: (a) the Bpay.io platform will ever be launched; (b) the Bpay.io platform software will be installed in the form in which it was developed by the AdsMob Ltd. Accordingly, the Bpay.io tokens will not have any functionality or legal status on the Bpay.io platform, and the use of BUY tokens is not a guarantee or assurance that the owner will be able to use the Bpay.io platform or receive any tokens used on the Bpay.io platform, even if it is launched

## **CHAPTER IV. ABSENCE OF OTHER CREATED RIGHTS**

### **4.1. Absence of crediting rates or shares of participation.**

Buying BUY tokens: (a) is not a loan to the AdsMob Ltd in accordance with the law; and (b) does not grant the Buyer any rights to the property of the Bpay.io.

## **4.2. Intellectual property.**

The AdsMob Ltd reserves all the rights to the title, as well as the profits from all intellectual property of the Bpay.io platform, including, but not limited to, inventions, ideas, concepts, code, discoveries, processes, methods, software, structures, formulas, techniques, information and data protected or not protected by copyright, trademark, and any trademarks created on their basis and protected by copyrights or patents. The Buyer cannot use any intellectual property of the AdsMob Ltd for any of his purposes without the prior written consent of the AdsMob Ltd.

## **CHAPTER V. DATA SECURITY AND TAXES**

### **5.1. Data security and privacy.**

#### **5.1.1. Measures aimed at ensuring the secure access.**

The Buyer will apply the appropriate necessary measures to ensure the safe access to: (a) any device owned by the Buyer and used in connection with the purchase of the Bpay.io tokens; (b) secret keys to the wallet or account; and (c) any login, password, or other identity. When the Buyer does not gain access to the secret keys or any device associated with the User account, or if the Buyer cannot provide the login or identification information, the Buyer may lose all BUY tokens and / or access to his account.

#### **5.1.2. Additional information.**

At the request of the AdsMob Ltd, the Buyer shall promptly provide any information and documents that the company will consider necessary in order to comply with any laws, regulations, rules or agreements, including, without limitation, litigation. Such documents include a passport, driver's license, utility bills, photographs of the persons associated with the User, state identification cards, sworn statements or other documents. The Buyer agrees to provide such information and documents of the AdsMob Ltd in compliance with applicable laws, regulations, rules or agreements. The Buyer acknowledges that the AdsMob Ltd may refuse to provide BUY tokens or use them on the Bpay.io platform until the requested information is provided.

### **5.2. Taxes.**

The User acknowledges, understands and agrees that: (a) the acquisition of the Bpay.io tokens may have tax consequences for the Buyer; (b) The Buyer bears sole responsibility for compliance with his tax obligations; and (c) the AdsMob Ltd does not bear any obligations or liabilities with respect to any tax consequences for the Buyer; (d) the value of the Bpay.io tokens is not included in the VAT, consumer or other taxes.

## **CHAPTER VI. USER REPRESENTATIONS AND WARRANTIES**

By purchasing BUY tokens, the User represents and warrants for each Party to the Adsmob Ltd compliance with the following provisions:

### **6.1 Prohibition on participation of residents of the US and PR of China.**

The user is not a citizen of the US or China, in accordance with section 2, chapter 2.

### **6.2. Powers.**

The Buyer has all the necessary competence and authority to execute and accept this Agreement, use the Bpay.io smart contract, to purchase tokens, and to accept and fulfill its obligations under this Agreement.

6.2.1. The Buyer acting as a natural person must be of legal age and legal capacity to purchase BUY tokens.

6.2.2. The Buyer acting as a legal entity must be officially registered and must act in accordance with the legislation of the relevant jurisdiction, both at the place of registration and in each territory where its company conducts business.

### **6.3. Absence of contradictions.**

The conclusion, signing and execution of this Agreement will not lead to any violation, contradict or contain by default the following materials that may be distributed over time or after notification: (a) any provision of the Buyer's organizational documents, if applicable; (b) the provision of any decree, order or act to which the Buyer is a party and to which it is related, or to which any of its tangible assets belong; (c) any material agreement, undertaking, or duty to which the Purchaser is a participant, or with which it is bound; or (d) any laws, regulations or rules applicable to the Purchaser.

### **6.4. Lack of agreement or approval.**

The implementation, delivery and execution under this Agreement do not require approval or other actions from any government body or person, other than the Buyer.

### **6.5. User awareness and project risks.**

The User has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of the blockchain technology, cryptographic tokens and other digital assets, smart contracts, storage mechanisms (digital or token-wallets), software systems based on blockchain in order to assess the risks and advantages of buying BUY tokens, including the issues set out in this Agreement.

## **6.6. Financing and Payments.**

6.6.1. Financing. The funds, including the virtual currency or the crypto currency that the Buyer uses to purchase BUY tokens, are not associated with any illegal activities, including money laundering or terrorist financing. The Buyer agrees not to use BUY tokens to fund or support any unlawful acts.

6.6.2. Payments. All payments of the User in accordance with this Agreement will be made only on the real name of the Buyer.

## **6.7. Compliance with regulatory requirements.**

6.7.1. **Combating money laundering and financing of terrorism.** To the extent required by applicable law, the Buyer shall comply with all requirements for combating money laundering and terrorist financing.

6.7.2. **Observance of sanctions.** Neither the Buyer nor any person having direct or indirect beneficial interest in relation to the BUYER or BUY tokens purchased by the Buyer or any person for whom the User acts as an agent or representative in connection with BUY tokens is no subject to sanctions that are applied or enforced by any country or government (collectively, “Sanctions”).

## **CHAPTER VII. STATEMENT OF DISCLAIMER**

### **7.1. At your own risk.**

The Buyer fully recognizes, understands and agrees that he is using the Bpay.io smart contract and acquires BUY tokens at his own risk and that the Bpay.io smart contract and BUY tokens are provided, used and purchased without providing guarantees, promises or statements of any kind from the AdsMob Ltd, and that in making decisions, the Buyer must rely on his own research.

### **7.2. No guarantees are given.**

The AdsMob Ltd disclaims any warranty or other terms, including without limitation, the Bpay.io’s contracts, the Bpay.io tokens, the Website, information, software, products, related services, including all implied warranties and merchantability terms, suitability for certain purposes, property rights and not violation of the rights of third parties.

## **CHAPTER VIII.**

### **RISKS**

**BUY tokens can lose value. The user can lose all invested funds.**

The User understands and assumes the following risks associated with the purchase of tokens, possession of tokens, and their use to provide or receive services of the company.

**By purchasing tokens, the Buyer fully understands and accepts all associated risks.**

### **8.1. Lack of legal and functional characteristics.**

BUY tokens do not have legal characteristics, purpose, scope, external features, functions or characteristics, whether express or implied. BUY tokens do not give owners the right to use the Bpay.io platform, even if the Bpay.io platform is started, the Bpay.io software development is complete, and the Bpay.io software is realized and implemented.

### **8.2. Blockchain impediment risk.**

The User acknowledges and understands that the blockchain may not conduct the User transaction at the time when the User is waiting, and the Buyer may not receive the Bpay.io tokens on the same day when the Buyer has transferred the payment.

### **8.3. Safety of tokens.**

The Bpay.io tokens may be subject to alienation and / or theft. Hackers or other criminal groups or organizations may attempt to harm in various ways, including but not limited to malware attacks, DOS attacks, concerted attacks, smurf attacks and spoofing. In the case of program errors or irreparable defects, the holders of BUY token are not guaranteed any legal protection, indemnification or compensation.

### **8.4. Access to private keys.**

The Bpay.io tokens can be stored by the Buyer in a digital wallet, for access to which a private key, or a combination of private keys is required. Accordingly, the loss of the necessary private key (s) associated with the Buyer's digital wallet, where the BUY tokens are located, will mean the loss of the BUY tokens, the inability to access the balance of the BUY tokens, and / or any initial balances in the blockchain, created by third parties. Moreover, any third party that gets access to such a private key (s), including by accessing the wallet, may assign Buyer's tokens. The company is not liable for such damages.

### **8.5. New Technologies.**

The Bpay.io software, the Bpay.io platform and all the issues outlined in the "White Paper" are new and unverified. The Bpay.io software may not be suitable for completion, realization, or implementation. Possibly, the blockchain using the Bpay.io software will never be launched, and the Bpay.io operating platform will not be implemented. The User should not rely on the Bpay.io software or the ability to receive tokens associated with the Bpay.io platform in the future. Even if the Bpay.io software is completed, realized and implemented, it may not work as expected, and any tokens associated with the blockchain using the Bpay.io software may not have functionality that is desirable or valuable. In addition, due to the constant change in technology, the Bpay.io tokens may become obsolete.

### **8.6. Dependence on third parties.**

Even upon completion of the development, the Bpay.io software will depend wholly or in part on third parties involved in its realization and implementation, as well as continuing its development, maintenance and support. No assurances or guarantees are given that third parties will complete their work, properly fulfill their obligations or otherwise satisfy someone's needs, which can have a significant negative impact on the Bpay.io software and the Bpay.io platform.

### **8.7. Changes to the Bpay.io soft.**

The Bpay.io software is still in development and may undergo significant changes over time. Despite the fact that the company plans to introduce into the Bpay.io software the functionality and characteristics that are described in the White Paper, the Bpay.io can make changes to such functions and characteristics for a number of reasons, any of which may mean that the Bpay.io platform does not meet the expectations of the Buyer.

### **8.8. Completion of the project.**

The development of the Bpay.io software can be cancelled for a number of reasons, including in the absence of interest from the public, lack of funding, lack of commercial success or prospects, or the departure of key employees.

### **8.9. Lack of interest.**

Even if the Bpay.io software is completed and implemented, and the Bpay.io platform is launched, the future success of the platform depends on the interest and participation of third parties, such as developers and involved specialists. There are no assurances or guarantees that there will be sufficient interest or participation in the Bpay.io platform.

### **8.10. Uncertain regulatory framework.**

The regulatory status of cryptographic tokens, digital assets, and blockchain technology is not defined or regulated in many jurisdictions. It is difficult to predict how and whether state bodies will regulate such technologies. In addition, it is difficult to predict how and whether any government agency will amend existing laws, regulations and / or rules that affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes may adversely affect BUY tokens. The company may terminate the distribution of BUY tokens, developing the Bpay.io software or terminate activities in the jurisdiction in case the government recognizes it as illegal or undesirable.

### **8.11. Risk of State Intervention.**

As noted above, the industry in which the company operates is new and may be subject to increased surveillance and control, including the possibility of conducting investigations or enforcement actions. There are no guarantees that government agencies will not investigate the company's activities and / or use its powers in its respect. Such activity of state bodies can be the result of a targeted influence on the company. All this may impose obligations on the Bpay.io with regard to court decisions, payment of fines or penalties, or cause the Bpay.io to restructure its operations and activities or to stop offering certain products or services. All this

can damage the reputation of the Bpay.io or lead to an increase in operating costs, which may have a significant adverse effect on BUY tokens and / or the Bpay.io software development.

## **CHAPTER IX. LIMITATION OF LIABILITY. COMPENSATION.**

### **9.1. Limitation of Liability.**

To the full extent permitted by applicable law, the Buyer waives any rights or grounds for actions of any kind against the Bpay.io Parties in any jurisdiction that may result in any damages to any party of the Bpay.io. Neither Party of the Bpay.io shall be liable to the Buyer for any kind of damage even if the Bpay.io Parties have been notified of the possibility of such damages. The Buyer agrees not to seek compensation or refund from the Bpay.io, regardless of the reason and whether the cause is defined in this Agreement.

### **9.2. Damage.**

In accordance with this Agreement, the joint and several liability of the Parties to the Bpay.io (regardless of whether it is related to a contract, guarantee or other basis) for damage to the User under no circumstances may exceed the amount received by the Bpay.io from the Buyer.

### **9.3. Force-majeure.**

The Buyer understands and agrees that the company is not liable and refuses all obligations to the Buyer in the event of force majeure, including natural disasters, labor disputes, or other industrial disturbances, failure of electrical, telecommunication, hardware devices, defects and software failures and smart contracts, earthquakes, storms or other natural phenomena, blockades, embargoes, riots, government actions or orders, terrorist acts or military actions, technological changes, fluctuations in interest rates or other monetary conditions and, for the avoidance of doubt, changes in any protocol related to the blockchain.

### **9.4. Exemption from Liability.**

To the fullest extent permitted by applicable law, the Buyer exempts the Bpay.io from the obligations, liabilities, pretensions, claims or losses (direct and indirect) of any kind and nature, known and unknown (including claims for damages) arising from or related to disputes between the Buyer and the actions or omissions of third parties.

### **9.5 Compensation.**

a. To the fullest extent permitted by applicable law, the Buyer will indemnify, defend and hold the Bpay.io Parties harmless from any proceedings, claims, damages, pretensions and actions (including, without limitation, attorneys' fees and expenses) incurred by the Party of the Bpay.io, arising in connection with: (a) purchase or use by the Buyer of BUY tokens; (b) the liabilities or obligations of the User under this Agreement; (c) a breach or failure by the Buyer of this Agreement; (d) erroneous understanding by the Buyer of any statement or guarantee; (e) violation by the Buyer of the rights of any other person or organization; and / or (e) by any act or omission of the Buyer, which is negligent, illegal or constitutes an intentional wrongful misconduct.

b. The Bpay.io reserves the right to exercise exclusive control over any claim for damages at the Buyer's expense in accordance with this section 9.5. This is compensation in addition, and not instead of any other refunds specified in the written agreement between the User and the Bpay.io.

## **CHAPTER X. SETTLEMENT OF DISPUTES**

### **10.1. Pre-trial resolution of disputes.**

The Buyer and the AdsMob Ltd shall cooperate in good faith in the resolution of any disputes, disagreements or claims arising in connection with this Agreement, including with respect to the formation, application, violation, termination, legality or enforceability ("dispute"). If the Parties fail to resolve a dispute within ninety (90) days from the date of notification of such dispute, which has been received by all Parties, such dispute is finally resolved by arbitration in accordance with the following section.

### **10.2. Mandatory arbitration.**

Any dispute not settled within 90 days, as specified in Section 10.1, is permitted in accordance with the rules of the International Arbitration Center (IAC). The parties undertake to comply without delay with any decision and to waive their right to appeal the case in any form, since such a refusal may be valid. The AdsMob Ltd and the Buyer pay their legal costs on their own. However, the AdsMob Ltd reserves the right, at its sole discretion, to assume responsibility for any or all costs of arbitration.

### **10.3. Absence of group arbitration, collective or representation suits.**

Any dispute arising between the Buyer and the AdsMob Ltd is personal and cannot be presented in the form of a group, collective or any other representative legal action. Arbitration with a group of persons or arbitration in which a person attempts to resolve a dispute as the representative of another person or group of persons is not possible. In addition, a dispute cannot be filed as a collective or other representation suit, whether within or outside the arbitration process, or on behalf of any other person or group of persons.

## **CHAPTER XI. OTHER PROVISIONS**

### **11.1. Governing law.**

This Agreement is governed in all respects, including its formation, application, violation, termination, validity or enforcement in accordance with human rights.

### **11.2. Entire agreement.**

This Agreement, including attachments and materials incorporated by reference, is the entire agreement between the Parties and cancels all previous or contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject

matter of this Agreement, including without limitation, any public or other statements, or presentations made by any Party to the AdsMob Ltd on BUY tokens, the Bpay.io smart contracts, the Bpay.io platform.

### **11.3. Amendment to Agreement.**

The AdsMob Ltd may at any time modify this Agreement by posting an updated version on the website. New conditions will come into effect after publication. The User is responsible for regularly monitoring the changes to this Agreement. The date of the last update of this Agreement is indicated at the beginning of this Agreement.

### **11.4. Termination of the Agreement.**

The AdsMob Ltd reserves the right to terminate this Agreement at its sole discretion in case of violation of this Agreement by the Buyer.

### **11.5. Absence of the possibility of waiving rights.**

The inability of the AdsMob Ltd to realize or enforce any rights or provisions of this Agreement will not constitute a present or future waiver of such rights or provisions and does not limit the right of the AdsMob Ltd to enforce such right or provision at a later time. All refusals by the AdsMob Ltd must be unambiguous and be expressed in writing in order to be considered valid.

### **11.6. Electronic communications.**

The Buyer agrees and acknowledges that all agreements, notices, information and other messages that the company provides to the Buyer under this Agreement or in connection with the purchase by the Buyer of the Bpay.io tokens, including this Agreement, may be provided to the Buyer electronically at the company's discretion.

## **ANNEXES VII**

### **ANNEX I**

#### **DISSEMINATION OF the Bpay.io TOKENS**

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:

1. The number of tokens admitted for sale at Private token sale/Public token sale:  
600.000.000 (60%)
2. 10% of which will be distributed via Private token sale
3. 50% will be distributed among the ICO participants
4. 5% will be distributed for marketing and bounty programs
5. 10% is reserved for strategic partners

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

## ANNEX II

### STAGES OF PUBLIC TOKEN SALE

Stage	Per cent of volume	Price for one token	Amount of tokens	Monetary amount
Private token sale	10%	0.03 USD	60.000.000	1.800.000 USD
Public token sale	50%	0.08 USD	540.000.000	37.800.000 USD
Total supply for token sale	60%		600.000.000	39.600.000 USD

## ANNEX III

### STRUCTURE OF THE USE OF RAISED FUNDS

- 50%** - Expansion of the team and development of the finished product
- 10%** - Legal services
- 10%** - Lobbying the use of company services for large online and offline sites
- 15%** - Operating expenses, opening of offices in the countries of operation
- 15%** - Marketing

## ANNEX IV

### LIST OF PROHIBITED JURISDICTIONS:

- The United States of America and the US territories (including Puerto Rico);
- Bosnia Herzegovina;
- Israel;
- Syria;
- Iran;
- People's Republic of China;
- Ethiopia;

8. Uganda;
9. North Korea.