



Terms of Use

Last updated: 14/07/18

This service is operated by BITSMO, a limited liability company registered in Estonia. BITSMO is trading as Cryptocurrency Exchange.

1. Please read these terms and conditions (the Terms) carefully. By accessing and using our website and any content and features therein including our Services, you indicate your acceptance of these Terms and the Privacy Policy any other notices, guidelines and rules published by us on our Services from time to time (each of which is incorporated into the Terms by this reference). The Privacy Policy can be accessed from links at the bottom of our webpages.
2. If you do not accept these Terms please do not access and/or use our Services.
3. We may update these Terms at any time. Please review the Terms regularly to ensure you are aware of any changes. Your continued access to and/or use of our Services after changes have been made to the Terms indicates your agreement to be legally bound by the updated and/or amended Terms.

If you have any questions on these terms and conditions, please contact us at info@bitsmo.io

1. GENERAL

These terms of use (the "**Terms**") shall govern the relationship between Tornimäe St. 5, Tallinn, 10145, Estonia (the "**Company**") and you, whereby the Company (hereinafter the "**Company**", "**we**", "**us**", "**our**") means the Company and any of its directors, officers, shareholders, agents, contractors, partners, employees, parent companies, subsidiaries, affiliates, representatives, successors and assigns) issues digital tokens (the "**BTSM Tokens**") which shall be created, stored and distributed by means of a distributed ledger technology (a.k.a. blockchain), and you ("**you**" and "**your**" means you or the entity that you represent), the person who purchase from the Company the BTSM Tokens and/or take part in the Company's promotions, all in reference to the information available at the Company website <https://BITSMO.io/> (the "**Website**"). You and the Company are herein referred to individually as a "**Party**" and collectively, as the "**Parties**".

By accessing and using the Website, you agree to the Terms as they may be modified, changed, supplemented or updated from time to time, as well as all applicable laws and regulations. Please read the following Terms carefully. If you do not agree to all of these Terms, please do not use the Website in order to, inter alia, purchase BTSM Token or take part in a promotion, or use any information, links or content contained on the Website. Your access to and use of the Website constitutes your acceptance of and agreement to abide by the Terms set forth below, including the Privacy Policy which are hereby incorporated to the Terms by reference. If you are using the Website on behalf of your organization, you warrant that you are authorized to accept the Terms on behalf of your organization.



2. USE OF THE WEBSITE

The purpose of the Website is to, inter alia, provide you with you some general information about the platform being developed by the Company or on its behalf, about collaboration with the Company and about the Token Sale in which the BTSM Tokens will be offered to the public. You must not breach any of the Terms as set out below.

The Token Sale will not be available to the citizens and/or residents of the countries displayed on the Website (the "Restricted Jurisdictions"). The Restricted Jurisdiction list is subject to review by the Company and may be amended from time to time at its sole discretion with or without prior notice.

Promotions - schemes that involves the promotion of the BTSM Token to certain user profiles, in order to serve the development and/or the use of the BTSM Token, may take place from time to time by the Company or on its behalf. By opt-in to such promotion you express your consent to the Terms and to the utilization of the information you provided by the Company to serve the promotion of its business. Successful opt-in to participate in a promotion and/or application to claim a reward are means of registration which are subject to the Company's anti-money laundering,

compliance and fraud prevention policies. Nomination of a reward in BTSM Tokens is subject to vesting period of minimum six months from the end of the public token sale event and the representation of monetary value in other means of payment shall not imply as an undertaking for the successful development of the BTSM Token and, unless otherwise specified in the promotion, shall be settled from future obligation you may have to the Company. Reward for the participation in a particular promotion shall be granted once per person and/or IP address and/or MAC address and may be forfeited from a person that is suspected in abusive behaviour which serves the intention to unfairly exploit the promotion. Promotions are not intend to be made available in Restricted Jurisdictions and/or other person profiles the Company may exclude from time to time in order to serve prudent regulatory approach for the benefit of the users of the BTSM Tokens as a whole.

3. EXTERNAL LINKS

We may provide links, content, advertisements, promotions, logos and other materials to other sites that are controlled or offered by third parties (the "Links"). Such Links to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers. We have not reviewed any or all of such Links or sites and are not responsible for any of the content of those sites. We caution you to ensure that you understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via these sites. Links to these websites are provided solely for your convenience, and you agree that under no circumstances will you hold us liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

In these Terms, the term "**User Content**" shall refer to all content that is submitted, uploaded, posted, published or otherwise provided on or through the Website by you which includes, but is not limited to your name, email address, IP address, cryptocurrency wallet details, text, code or other information and materials, sign up to our mailing list or create an account on our Website.

You are in the best position to know if your User Content may be used in connection with the Website, and you are solely responsible for ensuring that your User Content complies with any applicable laws and third party rights, including but not limited to any intellectual property rights, privacy rights and publicity rights. The Company does not own, control or endorse any User Content that is transmitted, stored or processed via the Website or sent to it and is not responsible or liable for any User Content.

You must ensure that the User Content provided by you at any time is true, fair, honest, accurate, up to date



and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party.

You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information and are entirely responsible for any and all activities that occur under your account (if any). You agree to notify the Company immediately of any unauthorized use of your User Content, account or any other breach of security. For the avoidance of doubt, the Company will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge.

You will be held liable for losses incurred by the Company or another party due to a third party using your User Content or account with or without your consent and you may not use anyone else's User Content or account at any time without the permission of such person or entity.

By providing your email address you express your consent to practice it as a communication channel with the Company. You must immediately update and inform the Company of any changes to your User Content by updating your personal data and by contacting the Company as per the means of communication listed in the "Contact Us" section on the Website, so that the Company can communicate with you effectively and make available accurate and up to date information for you.

For the purposes of developing, distributing, promoting and providing the Website, by uploading, submitting, posting or providing any User Content on or through the Website you grant us a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute, publish, adapt, modify, translate, edit, manage, create derivative works from, publicly perform, publicly display, transmit and broadcast copies of the User Content in any form, medium or technology now known or later developed. You represent and warrant that you own or otherwise control all of the rights to your User Content, and that the use of your User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

The Company reserves the right, but does not have an obligation, to monitor or review any User Content or activity on the Website, to investigate alleged or suspected violations of the Terms at any time and in its sole discretion, and may disclose any User Content or activity if it believes that disclosure is reasonably necessary to comply with any law, regulation, legal process or government request. The Company also reserves the right to remove, screen or edit any User Content, in whole or in part, if it believes that such User Content is not ethical or may violate the Terms, the law or any third party rights, or for any other reason or no reason, without notice or liability, at any time and in its sole discretion. You agree that the Company will not be liable for any use of your User Content by us in accordance with these Terms.

4. LIMITED LIABILITIES AND DISCLAIMER

BITS MO obtains the Content from a wide range of sources and it includes facts, views, opinions and information likely to be of interest to users of the Website.

BITS MO does not endorse or accept any responsibility for any views, advice, recommendations or opinions expressed on any website to which we link. You should note that any contact or arrangements made between you and any third party named on the Website or any third party website linked from it is at your own risk, and BITS MO accepts no liability.

The Content should only be used for your general information and use and not by way of specific recommendation or advice, as every individual's circumstances are different. Before taking any action or



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decision based in whole or in part on the Content, you should always make your own independent checks of any information that is important in making such decisions or taking such action. You should also seek professional advice in appropriate circumstances such as over medical matters.

BITSMO does not give any warranties in respect of the Content or the Website, freedom from viruses or other contamination or that the Website is compatible with any computer systems, software and browsers.

All implied warranties or duties are excluded save if and to the extent that they may not lawfully be excluded.

BITSMO shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from the use of, or inability to use the Website or Content or from any action taken, or omitted to be taken, as a result of using the Website or Content, other than death or personal injury resulting from use of the Website directly caused by the negligence of BITSMO.

5. CHANGES TO THIS T&C

BITSMO reserves the right to make changes to any part of the Website and to add to or change these at any time.

6. LEGAL

By accessing the Website you agree to accept that these Terms are governed by and construed in accordance with the US laws. You also accept the exclusive jurisdiction of the US Courts in relation to any dispute that may arise in connection with these Terms or your use of the Website or arising in any way from the Content.

7. PRIVACY POLICY

The Company's protection of information and collection practices for information is reflected in the Company's Privacy Policy which can be viewed on the Website. You agree to the Company's use of your information in accordance with the Privacy Policy.

8. INTELLECTUAL PROPERTY OWNERSHIP

The Company retains all rights in and to the Website, its content, products and services, including but not limited to, copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, applications, information and other material available on the Website (collectively, "**IP Materials**"). The entire contents of the Website are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights.

The Company and/or its licensors and affiliates own all right, title, and interest, including copyrights and other



intellectual property rights, in and to all the IP Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Website or by accessing any of the IP Materials, or rights to any derivative works thereof.

You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Website pursuant to the Terms or otherwise exploit any of the IP Materials without the Company's explicit, prior written permission. The foregoing shall not apply to your own User Content that you post through the Website in accordance with the Terms. All other uses of copyrighted or trademark material, including any derivative use, require explicit, prior written permission from the Company. Any reproduction or redistribution of materials not in accordance with the Terms is explicitly prohibited and may result in the termination of the Terms as well as severe civil and criminal penalties.

You understand that any third party logos and/or brand names appearing on the Website and/or via any other communication between you and the Company are the intellectual property of any such third parties, and as such, the said third parties will retain all intellectual property rights therein.

9. RULES OF CONDUCT

You represent and warrant that you have full right and authority to use the Website and to be bound by the Terms and you agree that your use of the Website is subject to all applicable local, state, national and international laws and regulations.

You undertake that you shall not defraud, or attempt to defraud, the Company or other users, and that you shall not act in bad faith in your use of the Website. If the Company determines that you do act in bad faith and/or in violation of the Terms, or if the Company determines that your actions are not ethical and/or fall outside of reasonable standards, the Company may, at its sole discretion, terminate the Terms, the Early Contribution Agreement, terminate and close your account, disable or cancel your BTSM Tokens and prohibit you from using the Website.

You agree that your use of the Website shall be lawful and that you will comply with the rules of conduct. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:

- create an account with or access the Website if you are under the age of 18 (eighteen) or from a Restricted Jurisdiction;

- upload or transmit (or attempt to upload or transmit) any content, material and/or files that contain viruses, Trojan horses, worms, time bombs, corrupted files or data, or any other similar software or programs that may damage the operation of the Website or the computers of other users of the Website;

- violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Website in any manner that infringes any copyright, trademark, patent, trade secret, privacy or other right of any party (including rights of privacy or publicity);

- use bots or other automated software programs to defraud or which otherwise violate the Terms and/or the terms of service of any third-party applications through which the Website is accessed;



attempt to obtain passwords or other private information from other users including personally identifiable information (whether in text, images, software, code, files or content form), identification documents, or financial information;

upload or transmit (or attempt to upload or to transmit), without the Company's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, web bugs, cookies or other similar spyware devices;

improperly use support channels or complaint links to make false reports to the Company;

copy, mirror or frame any part of the Website on any other website;

use any meta-tags or other hidden text or metadata containing any of the Company's trademark, URL or BTSM Token name without the Company's express prior written permission;

violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Website;

attempt to use the Website on or through any service that is not authorized by the Company. Any such use is at your own risk and may subject you to additional or different terms. The Company takes no responsibility for your use of the Website through any service that is not authorized by it;

attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Website;

interfere with the ability of others to enjoy using the Website, including disrupt, overburden or aid the disruption or overburdening of the Website servers; or

impersonate or infringe in any other manner the privacy and reputation of others. You agree not to use the Website for any unlawful activity and the Company reserves the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, the Company reserves the right to report suspected unlawful activity to any appropriate person or body and to provide them with any relevant information, including personal data. **LIMITATION OF LIABILITY** You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, the Company disclaims all warranties, explicit or implied, in connection with the Website and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

You acknowledge and agree to waive and hold the Company harmless for any losses caused, directly or indirectly, to you and/or by you and/or to any other third party, with respect to the Website and you shall bear sole responsibility for any of your decisions made relying on the content of the Website and/or information provided by the Company and/or by anyone on our behalf.

The Company makes no warranties or representations about the accuracy or completeness of the content of the Website and assumes no liability or responsibility for any:

errors, mistakes, or inaccuracies of content;

personal injury or property damage, of any nature whatsoever, resulting from your access to and



use of the Website;

any unauthorized access to or use of the Company's secure servers and/or any and all personal information and/or financial information stored therein;

any interruption or cessation of transmission to or from the Website;

bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party; or

errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content emailed, submitted, transmitted, or otherwise made available via the Website. In no event will the Company be liable to you or any third party for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Website or other materials on, accessed through or downloaded from the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that the Company shall not be liable for user submissions or defamatory, offensive, or illegal conduct by any third party and that the risk of harm or damage from the foregoing rests entirely with you. The Company is not responsible for any problems or technical malfunction of any telephone or network lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the internet (or inaccessibility of the internet) or incompatibility between the Website and your browser and/or any other site accessing program. The Company makes no representations about the suitability, reliability, availability, timeliness and accuracy of the Website which is provided "as is" without warranty of any kind. The Company hereby disclaims all express or implied warranties with respect to the Website, including but not limited to, warranties and conditions of merchantability,

Satisfactory quality, fitness for a particular purpose, completeness or accuracy, non- infringement of intellectual property rights and/or third party rights and/or applicable laws and/or regulations, or that the Website will be uninterrupted, timely, secure or error free.

To the maximum extent permitted by applicable law, under no circumstances shall the Company be responsible for any loss or damage resulting from your use of the Website or from the conduct of any users of the Website, whether online or offline. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data. The Company does not assume any responsibility or risk for your use of the internet.

The Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone taking any actions and/or omissions that are believed to violate the Terms.

In no event shall the Company be liable to you and/or anyone on your behalf for any damages whatsoever, including without limitation direct, indirect, incidental, special, punitive or consequential damages, loss of profit, revenue and/or data incurred by you or any third party, whether in an action for contract, tort or any other legal theory, arising out of or in connection with the access and/or use of the Website, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the Website or for any decisions made on the basis of such information, whether the damages are foreseeable and whether or not the Company had been advised of the possibility of such damages and in cases where judicial authority finds the Company liable, its liability shall not exceed the lesser of £1,000 GBP or the limit set by its



insurance policy.

By accepting the terms you waive and hold the Company harmless from any claims resulting from any action taken by the Company during and/or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

10. INDEMNIFICATION

You agree to indemnify and hold the Company harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with:

- your use of and access to the Website;
- your violation of any term of the Terms;
- your violation of any third party right, including without limitation any copyright, property, or privacy right;
- any claim that you have caused damage to a third party; or
- any User Content submitted or transferred on and/or through the Website.

11. DISCLAIMER OF WARRANTIES

While the Company tries to keep the Website up and running and functioning properly, you agree that your use of the Website is at your own risk. The Website and all content are provided to you on an “as is” and “as available” basis without any warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, any warranties arising out of course of dealing or usage of trade, any warranties as to accuracy, completeness, timeliness or reliability, any warranties that the Website or any of its services will meet your requirements or be error-free, available, uninterrupted, secure or free of viruses or other harmful components, any warranties that the Website will be compatible with your computer or other electronic equipment, any warranty that the materials and related graphics published on this Website do not include technical inaccuracies or typographical errors, all of which the Company expressly disclaims to the fullest extent permitted by applicable law. If the use of the Website results in the need for servicing or replacing equipment or data, we will not be responsible for those costs or losses. Except as otherwise provided in a separate written terms between you and the Company, no advice or information that you obtain from the Company or any other person or entity, whether orally, in writing, via the Website or elsewhere, will create any warranty by the Company not expressly stated in the Terms.

Please note that despite the rules and guidelines in the Terms, it is possible that others might access or use the Website in ways that are deceptive, fraudulent, defamatory, harmful, unlawful, offensive or otherwise objectionable. The Company makes no representation or warranty whatsoever with regard to the conduct of any users or other third parties on or in connection with the Website, whether online or offline, whether in connection with any transaction, user content or otherwise.

The Company may make improvements and/or changes to the Website, its products, services and/or the materials described therein at any time. The Company does not represent that the Website is appropriate for use in all locations and persons who have access to the Website do so on their own initiative and are



responsible for compliance with local laws, of and to the extent applicable.

12. FORCE MAJEURE

The Company will not be liable for non-performance or delay in performance caused by any event reasonably beyond the Company's control including, but not limited to natural disaster, strike, administrative decisions, transportation stoppages, wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any "act of God."

13. MISCELLANEOUS

Any disagreement or dispute between the Parties arising under, in connection with or in relation to these Terms shall be resolved exclusively and finally by confidential binding arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of ("LCIA Rules"), which are available at http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx and are deemed to be incorporated by reference in this section. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understood the LCIA Rules, or (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason. Each Party will notify the other Party in writing of any dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the dispute informally. Notice to the Company shall be sent by e-mail to info@bitsmo.io. Notice to you shall be sent to any address you provide us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable details of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the dispute within thirty (3) days after the date the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this section, commence an arbitration proceeding. Any arbitration will occur in Estonia. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the arbitral proceedings shall be in English. The courts located in Estonia will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision. These Terms, the applicable LCIA Rules and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a dispute, including the determination of whether a dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited under these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Subject to the foregoing paragraph, these Terms and any dispute or claim arising out of or in connection with their subject matter of formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Estonia law. The Parties irrevocably agree that the Estonia courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes and claims).

You agree that any claim or cause of action arising out of your use of the Website must be filed within 3 (three) months after such claim or cause of action arose or it shall be deemed waived and forever be barred, notwithstanding any status of limitations or other law to the contrary. Within this period, any failure by the Company to enforce or exercise any provisions of the Terms or related right shall not constitute a waiver of



that right or provision. If any provision of the Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

The Company may assign the Terms, in whole or in part, at any time with or without notice to you. You may not assign, transfer or sublicense the Terms or any or all of your rights or obligations under the Terms without the Company's express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

These are the entire Terms between you and the Company relating to the subject matter herein and may not be modified by you. The Terms will inure to the benefit of the Company's successors, assigns and licensees.

Without limitation, you agree that a printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. DISCLAIMER OF ALLOCATION

This form represents an expression of interest and by no means guarantees or qualifies an individual for BTSM Token allocation.

15. COMPANY INFORMATION

BITSMO is a limited liability company registered in Estonia.

The BITSMO website www.bitsmo.io is the intellectual property of BITSMO.