

Terms and Conditions

The following Terms and Conditions (Terms) govern the sale of the related ERC - 20 compatible tokens distributed on the Ethereum blockchain (the “BTCF Tokens”) from BitCounscious Foundation (hereinafter – the “Seller”) and you (hereinafter – the “Buyer”).

IMPORTANT INFORMATION:

THE SALE OF BTCF TOKENS AND THE BTCF TOKENS THEMSELVES ARE NOT SECURITIES, COMMODITIES, SWAPS ON EITHER SECURITIES OR COMMODITIES OR A FINANCIAL INSTRUMENT OF ANY KIND. PURCHASES AND SALES OF BTCF TOKENS ARE NOT SUBJECT TO THE PROTECTIONS OF ANY LAWS GOVERNING THOSE TYPES OF FINANCIAL INSTRUMENTS. THIS AGREEMENT AND ALL OTHER DOCUMENTS REFERRED TO IN THIS AGREEMENT INCLUDING THE WHITE PAPER DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, AND ARE NOT AN OFFER TO SELL, NOR THE SOLICITATION OF AN OFFER TO BUY AN INVESTMENT, A SECURITY, COMMODITY, OR A SWAP ON EITHER A SECURITY OR COMMODITY.

IN NO EVENT SHALL THE BITCONSCIOUS FOUNDATION BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR BTCF, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR “BTCF”.

BTCF TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO U.S. PERSONS. IF YOU ARE CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED STATES OF AMERICA INCLUDING ITS STATES, TERRITORIES OR THE DISTRICT OF COLUMBIA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP 2 CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY STATE OR TERRITORY THEREOF OR THE DISTRICT OF COLUMBIA (A “U.S. PERSON”) DO NOT PURCHASE OR ATTEMPT TO PURCHASE EOS TOKENS.

IT IS ALSO FORBIDDEN TO PURCHASE BTCF TOKENS USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES. AND BY BUYING BTCF TOKENS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING BTCF TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS. BY PARTICIPATING IN THE CROWDSALE, YOU CONFIRM YOU FULLY UNDERSTAND AND ACCEPT THEM ALL:

1) The Crowdsale will not involve issuance of any currency, securities (whether equity securities or otherwise) or other kind of investment certificate. The BTFC to be sold during the Crowdsale are merely cryptographic tokens existent on the Ethereum blockchain that enable exercising voting rights on the Platform, if successfully completed and deployed. Such tokens are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and do not necessarily have market prices or transactions between peers. Furthermore, BTCF do not stand for any sort of investment contract for all intents and purposes. You shall not participate in the Crowdsale with a view to investment or speculation or in pursuit of any profit.

2) Your payment of Ethereum for purchasing of BTCF will be non-refundable. So you shall be convinced of the desirability to participate in the Crowdsale before making any payment in Ethereum.

YOU SHALL GIVE FULL CONSIDERATIONS TO ALL RISK FACTORS, BY BUYING OF THE BTCF TOKENS, THE BUYER REPRESENTS/WARRANTS AND ACCEPTS THAT:

(a) there are certain risks associated with purchasing BTCF tokens, holding BTCF tokens, and using BTCF tokens. By purchasing BTCF tokens, the Buyer expressly acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due to loss of private key(s), risks associated with the Ethereum Protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.;

(b) that the token sale smart contract is still in an early development stage and unproven, why there is no warranty that the process for creating BTCF tokens will be uninterrupted or error-free and why there is an inherent risk that the Smart-Contract System could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or BTCF tokens;

(c) that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart-Contract System and which may, inter alia, result in substantial modifications of the Smart-Contract System and/or the BTCF tokens protocol, including its termination and the loss of BTCF tokens for the Buyer.

3) If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

4) BY SENDING ETH TO PURCHASE BTCF FROM US, YOU REPRESENT AND WARRANT THAT:

a) You have read all of the terms and conditions.

b) you acknowledge and agree that there are risks associated with purchasing tokens, owning tokens, and using tokens. including (but not necessarily limited to) the risks described in point 2.

c) You have sufficient understanding of technical and business matters, cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;

d) You are well informed about THE PLATFORM and BTCF to make an independent informed decision.

e) You understand that The BTCF to be sold during the Crowdsale are merely cryptographic tokens existent on the Ethereum blockchain that enable exercising voting rights on the Platform, if successfully completed and deployed. Such tokens are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and do not necessarily have market prices or transactions between peers

f) You are purchasing BTCF solely for receiving services of THE PLATFORM if, and when, development has completed.

g) You fully understand that BTCF used in THE PLATFORM DOES NOT CONSTITUTE ANY EQUITY, SECURITY, and ASSET OF ANY FORM OR KIND.

h) You have researched the legal laws and regulations of purchasing of Tokens in your Legal jurisdiction, and are sure that the purchase of BTCF for Ethereum is sanctioned.

5. Disclaimer of Warranties and Limitation of Liability.

You assume all responsibility and risk with respect to buying of any amount of the btcf tokens and their use. the buyer hereby expressly agrees that, to the maximum extent permitted by the applicable law, the seller does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this platform or the material, information, software, facilities, services or content on this website, as well as from purchasing of the btcf tokens, regardless of the basis, upon which the liability is claimed and even if the seller has been advised of the possibility of such loss or damage. the buyer understands and agrees that the seller shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the btcf tokens. if applicable law does not allow all or any part of the above limitation of liability to apply to the buyer, the limitations will apply to the buyer only to the extent permitted by applicable law. the buyer understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the btcf tokens, and that the seller should not accept any liability for any illegal or unauthorized purchasing of the btcf tokens. the buyer agrees to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.

6. Intellectual Property Rights.

The Seller has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the BTCF tokens and his activities generally. In no way shall these Terms entitle the Buyer for any intellectual property of the Seller. There are no implied licenses under these Terms, and any rights not expressly granted to the Buyer hereunder are reserved by the Seller.

If you have any objections to such terms, please contact us at <support@bitconscious.org>.