

TERMS & CONDITIONS

This Terms and Conditions (hereinafter referred to as “**T&C**”) apply to the buyer of the BRIK Tokens (hereinafter referred to as “**BRIK**”) and future user of the BrikBit Social Market and the BrikBit Digital Shares platform as defined in the White Paper (hereinafter referred to as the “**BrikBit Project**”).

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE BRIK TOKENS.

By purchasing the BRIK Tokens during the token sale period (hereinafter referred to as the “**BRIK Token Sale**”) you will be bound by these T&C, and all terms incorporated by reference. Your purchase of BRIK tokens is subject to these T&C.

PLEASE NOTE THAT ANY ACQUISITION AND USE OF BRIK TOKENS IS BY ITS NATURE SPECULATIVE AND INTRINSICALLY CARRIES SIGNIFICANT FINANCIAL RISKS, INCLUDING, BUT NOT LIMITED TO, THE POSSIBLE LOSS OF ALL VALUE INVESTED IN BRIK TOKENS.

PRIOR TO PURCHASE BRIK TOKENS, CAREFULLY CONSIDER THE POTENTIAL RISKS AND, TO THE EXTENT NECESSARY, CONSULT A LAWYER, ACCOUNTANT, AND/OR TAX PROFESSIONAL OR OTHER ADVISORS TO EVALUATE THE RISK ENTAILED. DO NOT OVERCOMMIT.

THE COMPANY (AS DEFINED BELOW) MAKES NO PROMISES NOR WARRANTIES WHATSOEVER OF POSSIBLE GAINS OR RETURNS, IN CASH OR IN ANY OTHER FORM. YOU CAN POTENTIALLY LOSE ALL YOUR CONTRIBUTION.

THE COMPANY (AS DEFINED BELOW) ALSO DOES NOT GUARANTY IN ANY WAY THE SUCCESS OR FULL EXECUTION OF THE BRIKBIT PROJECT.

1. GENERAL

The website <https://brikbit.io> (hereinafter referred to as the “**Website**”) and the sale of BRIK Tokens are operated by BrikBit Digital Shares Sagl, CHE-296.676.234, with registered office in Via Motta, 10, CH-6830 Chiasso, Switzerland (hereinafter referred to as the “**Company**”).

The Company is a commercial entity proceeding to the BRIK Token Sale for the sole purpose of developing and financing its commercial activity and to execute its vision in strict compliance with its company purpose. Please note that the Company is not acting as a financial entity or as an asset manager in the framework of the BRIK Token Sale. Any contributions collected through the BRIK Token Sale will be only used for the purpose of developing and financing the commercial activities of the Company in connection to the BrikBit Social Market and the BrikBit Digital Shares platform, as defined in this White Paper.

The purchase of the BRIK Tokens will help the Company develop the BrikBit Project, but will not provide the purchaser with any equity, asset, bond, security, derivative or any other financial instrument.

2. TERMS

The T&C constitute the agreement (hereinafter referred to as the “**Agreement**”) between the Company and you (hereinafter also referred to as the “**User**”) with respect to the purchase of the BRIK Tokens and the participation to the BRIK Token Sale, and to the future use of the services offered by the BrikBit Project (hereinafter referred to as the “**Services**”).

The White Paper of the BrikBit Project, the contents of the Website and websites accessible from hyperlinks on the Website, form an integral part of the T&C.

The T&C shall be carefully read by each User. Each User shall understand, irrevocably accept and comply with these T&C at all time.

The T&C provide certain information with regards to purchasing and using BRIK Tokens.

The T&C do not purport to contain all information relating to BRIK Tokens. In particular, they are not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to purchase BRIK Tokens and must not be considered as providing complete information in relation to such a decision.

BY USING THE WEBSITE AND/OR PURCHASING BRIK TOKENS, THE USER AGREES TO THESE T&C IN THEIR ENTIRETY.

IT IS UNDERSTOOD AND PRESUMED PER SE THAT BY THE FACTS OF USE OF THE WEBSITE AND PURCHASE OF BRIK TOKENS, THE RESPECTIVE USER HAS FULLY READ, UNDERSTOOD, AND IRREVOCABLY ACCEPTED THESE T&C. IF ANY USER DOES NOT AGREE WITH THESE T&C IN GENERAL OR ANY PART OF IT, SUCH USER SHOULD ENTIRELY WITHHOLD FROM USING THE WEBSITE AND/OR PURCHASING BRIK TOKENS.

IF YOU DO NOT AGREE TO ALL OF THESE T&C, PLEASE DO NOT USE THE WEBSITE OR ANY INFORMATION, LINK OR CONTENT CONTAINED ON THE WEBSITE AND DO NOT PARTICIPATE IN THE BRIK TOKEN SALE.

YOUR TRANSFER OF CRYPTOCURRENCIES TO THE COMPANY OR YOUR ACCESS TO AND USE OF THE WEBSITE CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY EACH AND EVERY RULE AND PROVISION OF THESE T&C, INCLUDING OUR PRIVACY POLICY THAT IS HEREBY INCORPORATED IN THESE T&C BY REFERENCE.

IF THE USER IS USING THE WEBSITE ON BEHALF OF HIS ORGANIZATION, SUCH ORGANIZATION ACCEPTS THESE T&C.

PLEASE NOTE THAT THESE TERMS HAVE NOT YET BEEN APPROVED BY ANY REGULATOR, COMPETENT AUTHORITY OR AUTHORISED PERSON IN GENERAL, AND SPECIFICALLY NOT WITHIN

THE MEANING OF A COMPETENT AUTHORITY ACCORDING TO SWISS OR EU LAW. THEREFORE, RELYING ON THIS DOCUMENT FOR THE PURPOSE OF PURCHASING BRIK TOKENS MAY EXPOSE YOU TO A SIGNIFICANT RISK OF LOSS OF ALL ASSETS

By using the Services, the User agrees to be bound by the T&C in its latest version.

The User is aware that the Company may amend the T&C at any time and at its sole discretion. The continued use of the Services means that the User accepts any new or modified terms.

The amended version will be published on the Website and the terms described therein will come into effect upon publication on the Website.

3. THE BRIKBIT PROJECT

BrikBit Digital Shares aims to implement a “blockchain based” ecosystem to govern the development and management of value and data during the entire life cycle of a Real Estate development.

The structure of the BrikBit Digital Shares is conceived unifying the safety and solidity of an existing and tested blockchain with the flexibility, the scalability and possibility to implement applications of a native blockchain.

Lisk will be the main reference blockchain and BrikBit will be a linked sidechain where the entire BrikBit Digital Shares platform will be developed.

The “digital objects” representing the Real Estate developments created by the BrikBit platform are called REDA - Real Estate Digital Asset.

BRIK Tokens will be the utility tokens that will allow access to future services of the innovative BrikBit

Digital Shares Platform, as well as to implement REDA, REDApps and dedicated smartcontracts. BRIK Tokens will be necessary and will be used and spent to get access to the BrikBit Social Market and they will be used to pay the transaction fees necessary for the exchange of information and all type of transaction.

The BRIK Token will be a utility token also for its technological function for the maintenance of the consensus in the BrikBit Blockchain.

The BRIK tokens will be generated on the Ethereum Blockchain with an Ethereum Standard ERC20 smartcontract.

ERC20 allows the immediate issue of the BRIK tokens during the BRIK Token Sale and the quotation on an exchange platform within a few months from the BRIK Token Sale ending.

For any further and more detailed information related to the BrikBit Project, the User shall refer to the latest version of the White Paper published on the Website.

The User understands and accepts that the development and execution of the BrikBit Project is solely and exclusively of the competence of the Company.

The Company shall be entirely free in its way of developing and executing the BrikBit Project, in particular (and among other measures) by engaging any subcontractors it would deem necessary to perform the entire or partial development and execution of the BrikBit Project.

The scope of the development work will be dependent on, and triggered by, the amount received in cryptocurrency as result of the BRIK Token Sale.

The User understands and agrees that, for the purpose of the development and execution of the BrikBit Project, the Company will receive a sum in cryptocurrency that will cover expenses, charges and other costs that may arise in relation to the Company and/or its subcontractors as part of the development and execution of the BrikBit Project.

The Company will allocate the amount in cryptocurrency received as result of the BRIK Token Sale in accordance with the White Paper, but (within this general frame) the Company shall decide at its sole discretion how to allocate the above mentioned amount in order to develop and execute the BrikBit Project at its best.

The User understands and agrees that the BrikBit Project is still at its beginnings and will need to go through substantial development works. As a consequence, it may undergo significant conceptual, technical and commercial changes before release, the identification and implementation of which are fully and entirely of the Company's discretion.

The User is aware of the risk that even if all or parts of the BrikBit Project are successfully developed and released in full or in part, the BrikBit Project could, due to a lack of public interest, be fully or partially abandoned, suspended, remain commercially unsuccessful or be shut down for lack of interest, funds, regulatory reasons or any other reasons. Such reasons, as well as any of their consequences, shall be assessed and evaluated by the Company itself. The Company shall therefore be fully and entirely free to take any and all measures it would deem necessary or appropriate. The User understands and agrees that the purchase of BRIK Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of BRIK Tokens).

4. THE BRIK TOKEN

BRIK Tokens are utility tokens that the Users can use in relation to the Services and to the BrikBit Project only.

The BRIK Tokens does not have the legal qualification as a security, since it does not give any rights on dividends or interest. The BRIK Token is final and non-refundable

BRIKBIT TOKENS ARE NOT CRYPTOCURRENCIES AND MAY NOT BE USED AS SUCH IN ANY WAY. THEY ARE ALSO NOT, AND SHALL NOT BE USED IN ANY WAY AS, EQUITY, ASSETS, BONDS, SECURITIES, DERIVATIVES OR ANY OTHER FINANCIAL INSTRUMENTS.

BRIK Tokens are ERC20 tokens based on the Ethereum blockchain.

The smart contract developed by the Company for the BRIK Token Sale (hereinafter referred to as the “Smart Contract”) is available at the following address:

<https://github.com/BrikBit>

Any information given or inferred from the above mentioned website is not, and shall not be held as, part of these T&C.

The Users understand and agree that smart contract technology is still in an early development stage and its application of experimental nature. It therefore carries significant operational, technological, financial, regulatory and reputational risks. The Users are fully aware of such risks and accept them as part of your participation top the BRIK Token Sale and BrikBit Project.

The User must access and use BRIK Tokens using an ERC20-compliant wallet. It is the User’s sole responsibility to not lose his BRIK Tokens, in particular by losing access to the keys which allow access to the wallet and/or allowing malicious third parties to access the keys and/or the wallet.

THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY LOSS OF BRIK TOKENS AND/OR OTHER DAMAGE INCURRED AS A RESULT OF THE TRANSFER OF THE BRIK TOKENS TO THE USER’S WALLET OR LOSS OF KEY OR ATTACK ON THE WALLET.

Users understand and agree that the Company is not providing any payment system through BRIK Tokens.

BRIK Tokens are not a mean of payment of products or services. They do not constitute or represent, and must not be held as constituting, cryptocurrencies or any other form of currencies. BRIK Tokens cannot have a performance or a particular value outside the BrikBit platform.

The User understands and accepts that the purchase of BRIK Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. Thus, the User understands and accepts that he/she/it will have no influence over governance of the Company.

BRIK Tokens can be purchased during the BRIK Token Sale directly from the Company or, after the BRIK Token Sale, at the Company or an exchanger.

5. BRIK TOKEN SALE OFFER AND ACCEPTANCE

BRIK Tokens are available for purchase to eligible Users only during a specific contribution period (hereinafter referred to as the “**Contribution Period**”) defined in the White Paper and published on the Website.

The Company’s publication on the Website of an offer to purchase BRIK Tokens to eligible Users is considered a legally binding offer of the Company to purchase BRIK Tokens (hereinafter referred to as the “**Offer**”).

The Offer shall be available only on the Website and in the White Paper. Any other offer concerning BRIK Tokens Sale presented on any other website or internet resource shall be considered null and void and shall not put any obligations upon the Company.

The acceptance of the Offer by an eligible User, confirmed by the participation to the BRIK Token Sale, shall be deemed irrevocable and binding.

6. PRICE AND PAYMENT PROCEDURE

The price of BRIK Token is set forth in ETH (Ethereum), and it is published on the Website and in the White Paper.

The Company does not accept fiat currencies as payment for BRIK Tokens.

The Company accepts ETH (Ethereum), BTC (Bitcoin) and LSK (Lisk) as payment for BRIK Tokens. The list of cryptocurrencies may change during the BRIK Token Sale. Any change will be published on the Website and in the White Paper.

To purchase BRIK Tokens, the User shall only send cryptocurrencies from his/her/its personal wallet, in the amount which is commensurate to the amount of the BRIK Tokens the User is willing to receive for such payment.

The User undertakes to solely control the address and/or the wallet used for the purchase, and shall not act on behalf of any third party, and shall not transfer the control of the mentioned address and/or wallet to any third party.

Users are not entitled to send any funds to purchase BRIK Tokens until the BRIK Token Sale has officially begun, except for the case of the BRIK Tokens presale that takes place before the general BRIK Tokens Sale and is conducted only among a limited number of especially eligible contributors as shall be defined by the Company at its sole discretion.

Users are not entitled to send any cryptocurrency to purchase BRIK Tokens after the end of the Contribution Period.

The amount of BRIK Tokens to be provided to each User shall be specified in eligible User's registered account on the Website upon completion of BRIK Tokens purchase and the KYC ("know your customer") checks.

The purchased BRIK Tokens shall be sent to the User's personal respective wallet via smart contract after the end of the Contribution Period.

In order to receive BRIK Tokens, the eligible User is obliged to strictly follow any and all requirements and procedures set forth by the Company, as shall be mentioned on the Website and/or in the White Paper or otherwise communicated by the Company to the User.

The Company shall not be held liable for inability of the User to receive or use BRIK Tokens because of User's failure to follow any of the requirements and procedures of the Company or due to any possible misrepresentations of the User.

No refunds, or any other type of repayment, of contributions of the Users shall be made in such cases by the Company.

The purchase of the BRIK Tokens by the User from the Company is final. No refunds and/or cancellations will take place.

The Company shall not store BRIK Tokens on a User's behalf. BRIK Tokens shall be stored in the User's own wallet. The User is therefore the sole responsible to insure the correct keeping, in full security, of any and all access information relating to his wallet. The Company shall have no responsibility or liability in this context.

The Company does not have any access to any passwords of any User's wallet.

The User shall be solely responsible for any and all managing, use and decision linked to his/her/its BRIK Tokens.

7. KYC & AML REGULATIONS

Every User must comply with the applicable anti-money laundering regulations, in particular the Swiss Anti-Money Laundering Act (RS 955.0) and cooperate for the identification process according the provisions for the prevention of money laundering and for the KYC checks.

The Company is entitled to use subcontractors to fulfill the KYC obligations and the User agree to fully cooperate with any sub-contractor for this purpose.

The User shall (without limitation) answer fully and truthfully to any question or information request in relation to any money anti- laundering requirements, by the Company or by any sub-contractor.

The Company maintains a KYC policy to comply with the recordkeeping requirements. The Company aims to reasonably identify each prospective purchaser of BRIK Tokens by cross-checking user data against governmental watch lists, including, but not limited to, the specifically designated nationals and blocked persons List maintained by OFAC, as well as third-party identity verification and authentication services. If the User's proposed purchase is flagged through the Company's internal controls, the Company may require additional proof of identification from such User, and it has the right to not permit any purchases until additional and verifiable proof of identity is received and the User has been approved as a prospective participant to the BRIK Token Sale.

The Company may, from time to time, implement policies restricting or strengthening verification levels by nationality, country of residence, or any other factor. This may affect the User's right to purchase BRIK Tokens or to withdraw BRIK Tokens. The User agrees to fully indemnify the Company against any losses associated with an inability to purchase, withdraw, or use BRIK Tokens based on the User's verification level.

The Company shall not be held liable for any false or misleading information that the User communicates to the Company or to its subcontractor(s) and the User shall fully indemnify the Company and its directors in the event of any claim, loss or damage (including reputational) in relation to a breach of applicable anti-money laundering regulations.

8. KNOWLEDGE REQUIRED

The User undertaking to purchase BRIK Tokens in relation to the BRIK Token Sale should ensure that she/he understands and has significant experience of tokens, cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the BRIK Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

The Company shall not be responsible for any loss of BRIK Tokens or situations making it impossible to access to BRIK Tokens, which may result in any actions or omissions of the future User or any person undertaking to purchase BRIK Tokens.

9. RISKS

Purchasing and storing BRIK Tokens involves various risks, in particular that the Company may not be able to launch its operations and develop its platform. Therefore, and prior to purchasing BRIK Tokens, any User should carefully consider the risks, costs, and benefits of purchasing BRIK Tokens within the BRIK Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of the BrikBit Project and operations) or any other risks as indicated in the T&C, should not purchase BRIK Tokens, at this stage or later.

The User understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed hereinafter:

- Risks associated with the blockchain;
- Regulatory risks;
- Risks associated with abandonment / lack of success;
- Risks associated with other applications;
- Risks associated with a loss of private key;
- Risks associated with your wallet;
- Risks associated with theft/hacks;
- Risks associated with Ethereum mining attacks;
- Risks associated with a lack of consensus;
- Risks associated with depreciation;
- Risks associated with forking; • Risks associated with liquidity.

10. IMPORTANT DISCLAIMER

The T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This

document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company. BRIK Tokens will be not used as a private mean of payment and are not intended to be used as an investment.

Any information in the T&C is given for general information purpose only and the Company does not provide with any warranty as to the accuracy and completeness of this information.

The offering of BRIK Tokens on a trading platform is done in order to allow the purchase of services on the Company platform and not for speculative purposes.

The Company will be an operative entity managing the platform related to the BrikBit Project. The Company is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect the Company's business and even limit or prevent it from developing its operations in the future. Any person undertaking to purchase BRIK Tokens must be aware that the Company business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to purchase BRIK Tokens acknowledge and understand that neither the Company nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

The Company will do its best to launch its operations and develop the platform related to the BrikBit Project. Any person undertaking to purchase BRIK Tokens acknowledges and understands that the Company does not provide any guarantee that it will manage to achieve it.

Purchasing BRIK Tokens shall not grant any right or influence over the Company's organization and governance to the Users. These tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledge and understand therefore that The Company (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the BRIK Tokens, excepted in case of intentional misconduct or gross negligence.

BRIK Tokens is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the BRIK Tokens network to malfunction or operate in a way that is not expected.

Employees of The Company are allowed to operate with BRIK Tokens at market price if they are not in knowledge of information that may modify the price of the BRIK Tokens.

11. RESTRICTIONS

Users cannot purchase BRIK Tokens if there are applicable legal restrictions in their Country of residence and/or origin. It is the responsibility of each User to seek legal advice in his/her/its jurisdiction to identify any such legal restrictions.

Users understand and fully agree that the Company, at its sole discretion and by any means, is entitled to ban or otherwise restrict the participation in the BRIK Tokens Sale if a User does not meet any of the eligibility requirements set forth by the Company in the T&C for the purpose of BRIK Tokens Sale or on other grounds.

Users understand and fully agree that certain jurisdictions restrict (or may restrict in future) their residents or citizens from participation in any token sales, the use of cryptocurrencies, or use of any cryptocurrency exchanges for various reasons. The Company does not bear any liability for any possible current or future impossibility to purchase and/or use BRIK Tokens because of the aforementioned or any other possible restrictions.

The Website, the White Paper and/or BRIK Tokens are intended for sale to Users only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations.

THE BRIK TOKEN SALE IS NOT BEING MADE DIRECTLY OR INDIRECTLY IN, NOR IS IT INTENDED TO EXTEND TO, A COUNTRY OR JURISDICTION WHERE SUCH SALE WOULD BE CONSIDERED UNLAWFUL OR IN WHICH IT WOULD OTHERWISE BREACH ANY APPLICABLE LAW OR REGULATION OR WHICH WOULD REQUIRE THE COMPANY TO AMEND ANY TERM OR CONDITION OF THE OFFER IN ANY WAY OR WHICH WOULD REQUIRE THE COMPANY TO MAKE ANY FILING WITH, OR TAKE ANY ADDITIONAL ACTION WITH REGARDS TO, ANY GOVERNMENTAL, REGULATORY OR LEGAL AUTHORITY.

Specific restrictions to the BRIK Token Sale are listed and detailed in the Website, in the White Paper and in the T&C.

Such restrictions are however not deemed to be exhaustive and any other kind of limitations, restrictions or bans are explicitly reserved by the Company.

12. REPRESENTATION AND WARRANTIES

By participating in the BRIK Token Sale, Users agrees to the T&C and in particular, they represent and warrant that they:

- 1) have read and understood the content of these T&C;
- 2) are authorized and have full power to purchase BRIK Tokens according to the laws that apply in their jurisdiction of domicile;

- 3) are not a U.S. citizen, resident or entity (a "U.S. Person") nor are they purchasing BRIK Tokens or signing on behalf of a U.S. Person;
- 4) are not a Chinese resident nor are they purchasing BRIK Tokens or signing on behalf of a Chinese resident;
- 5) have provided true and accurate information within any KYC procedure linked to the BRIK Token Sale;
- 6) do not act on behalf of any third party which has not been disclosed in the KYC procedure;
- 7) are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- 8) are not acting for the purpose of speculative investment;
- 9) live in a jurisdiction which allows the Company to sell the BRIK Tokens through the BRIK Token Sale without requiring any local authorization;
- 10) does not lives in a jurisdiction which is qualifying token issued through a crowd sale as securities;
- 11) will not use the BRIK Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- 12) are solely responsible for determining whether the acquisition of BRIK Tokens is appropriate for them;
- 13) are purchasing BRIK Tokens exclusively for use of the Company Services related to the BrikBit Project;
- 14) understand the risks associated with the BRIK Token Sale (incl. the risks related to the nondevelopment of the Company network and operations) and
- 15) understand the use of tokens, cryptocurrencies and its associated risks;
- 16) acknowledge and accepts that the BRIK Tokens Sale is taking place within a Swiss legal environment that is still under development;
- 17) acknowledge and agree that the BRIK Token Sale is not a collective investment scheme or a sale of derivatives whatsoever;

- 18) understand and agree that the BRIK Token Sale is not done under the supervision of any regulator, including the Swiss Financial Market Supervisory Authority (FINMA);
- 19) acknowledge that the T&C do not represent a prospectus for the issuance of bonds, securities or other investment instruments;
- 20) acknowledge and agree that neither the T&C, nor any of the BRIK Tokens, have been or will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of the T&C.
- 21)) are using the services on behalf of a legal entity, they represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (b) they are duly authorized by such legal entity to act on its behalf (c) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC)
- 22) shall not violate or attempt to violate the security of the website; services, platform and will not hack into, interfere with, disrupt, disable, over-burden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the website and platform. BRIKBIT sarl shall have the right to implement necessary measures to monitor compliance of this Section. Specifically, they may be contacted by Mr Martin Pius Gloor of Ceros Vermögensverwaltung AG, Chamerstrasse 14 , 6300 Zug, Tel. +41 79 257 41 46, Email: martin@gloor.pro, in order to check the above mentioned compliance.

13. TAXATION

Users bear the sole responsibility to determine if their participation to the BRIK Token Sale for the development of the BrikBit Project, the transfer of cryptocurrencies to the Company, the purchase, acceptance, ownership or use of BRIK Tokens, the potential appreciation or depreciation in the value of BRIK Tokens over time (if any), or the allocation of BRIK Tokens and/or any other action or transaction related to the BrikBit Project has tax implications.

By purchasing, holding, or using BRIK Token, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the purchase, ownership or use of BRIK Tokens or any other action or transaction related to the BrikBit Project.

It is the User's sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation of BRIK Tokens.

The Users bear the sole responsibility to determine such implications and act in accordance with the law that applies to them.

14. INTELLECTUAL PROPERTY RIGHTS

To the extent that copyright or other intellectual property rights exist in the Company platform, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to the Company.

The Company hereby declares that it is fully entitled to use the trademarks "BRIK BIT" and "BRIK BIT DIGITAL SHARES".

15. LIMITATION OF LIABILITY

The Company, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the BRIK Token sale, arising out of or related to the use of the Company platform or any technical, interruption or malfunction of the Company platform.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY HEREBY EXCLUDES: (I) ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY; AND (II) ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF INCOME OR REVENUE; LOSS OF BUSINESS; LOSS OF TOKENS; LOSS OF PROFITS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL, CLIENT INSATISFACTION, WEBSITE INTERRUPTIONS) WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, INCURRED BY ANY PARTICIPANT ARISING OUT OF THE BRIK TOKEN SALE, THE SMART CONTRACT, THE BRIKBIT PROJECT, THE WEBSITE, THE WHITE PAPER OR THESE T&C.

IN NO EVENT SHALL THE COMPANY, MEMBERS OF THE COMPANY BOARD, STAFF, DIRECTORS, SHAREHOLDERS, CONTRACTORS, DEVELOPERS, OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE BRIK TOKEN SALE, THE SMART CONTRACT, SERVICES OR PRODUCTS OFFERED BY THE COMPANY, OR THE BRIKBIT PROJECT, THE WEBSITE, THE WHITE PAPER OR THESE T&C.

THE COMPANY SHALL NOT BE CONSIDERED LIABLE FOR ANY ADVERTISEMENT, PUBLIC ANNOUNCEMENT OR PRESS RELEASE MADE IN RELATION TO THE BRIK TOKEN SALE.

THE COMPANY SHALL NOT BE CONSIDERED LIABLE FOR ANY SECURITY RISK SUCH AS HACKER ATTACKS, LOSS OF PASSWORD, LOSS OF PRIVATE KEY OR SIMILAR, BUGS OR ERRORS IN CODE,

TEXT, OR IMAGES INVOLVED IN THE SALE OR IN THE WALLET USED IN RELATION TO THE BRIK TOKEN SALE OR FOR ANY DAMAGES OR LOSSES RESULTING FROM THE VOLATILITY IN PRICING OF PILLARS IN ANY COUNTRIES AND CRYPTOCURRENCY EXCHANGES.

THE COMPANY SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION, OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF BRIK TOKENS. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT COMPANY SHALL NOT GUARANTEE IN ANY WAY THAT BRIK TOKENS MAY BE SOLD OR TRANSFERRED DURING OR AFTER THE BRIK TOKEN SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE PARTICIPANT, THE LIMITATIONS WILL APPLY TO THE USER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE USER 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 BRIK TOKENS.

THE COMPANY WILL NOT BE LIABLE FOR (PARTIAL) INTERRUPTIONS TO AND DOWNTIME OF THE WEBSITE OR THE ETHEREUM BLOCKCHAIN DUE TO REPAIR, MAINTENANCE OR UPDATE WORK OR FOR ANY OTHER REASONS THAT IT CANNOT DIRECTLY CONTROL.

BY PURCHASING BRIK TOKENS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE NOT TO HOLD THE COMPANY OR ANY DIRECTOR, EMPLOYEE OR CONTRACTOR OF THE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR FAILURE TO PROPERLY SECURE YOUR PRIVATE KEY TO THE WALLET CONTAINING YOUR BRIK TOKENS: (I.E. BUT NOT LIMITED TO) HACKER'S ATTACKS, STOLEN DEVICES, LOSS OF PASSWORDS, ETC.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN ANY EVENT, THE COMPANY WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE BRIK TOKEN SALE OR ANY TRANSACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), IN CONTRACT OR OTHERWISE, MORE THAN THE VALUE OF EACH SPECIFIC TRANSACTION.

YOU UNDERSTAND AND AGREE THAT BY FILING ANY CLAIM MORE THAN THIRTY (30) AFTER THE DISCOVERY OF THE ALLEGED LIABILITY, YOU WILL BE DEEMED TO HAVE FORFEITED YOUR RIGHTS. ANY SUCH CLAIM SHALL BE TIME-BARRED.

16. INDEMNIFICATION

TO THE EXTENT PERMITTED PURSUANT TO APPLICABLE LAW, THE USER SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY AND/OR ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, VOLUNTEERS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL

CLAIMS, DAMAGES (INCLUDING REPUTATIONAL), LOSSES, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, EXPENSES, AND/OR LIABILITIES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES INCURRED AND/OR THOSE NECESSARY TO SUCCESSFULLY ESTABLISH THE RIGHT TO INDEMNIFICATION) FILED/INCURRED BY ANY THIRD PARTY AGAINST THE COMPANY IN CONNECTION WITH THE BRIK TOKENS ARISING OUT OF A BREACH OF ANY WARRANTY, REPRESENTATION, OR OBLIGATION HEREUNDER.

17. MISCELLANEOUS Severability / Good Faith

Should any part or provision of these T&C be held to be invalid or unenforceable by any competent Court, governmental or administrative authority having jurisdiction, the other provisions of these T&C shall nonetheless remain valid and be replaced with a substitute provision that best reflects the economic intentions of the replaced provision without being unenforceable. The same shall apply if and to the extent that these T&C are found to contain any gaps or omissions.

No Partnership and/or joint venture

By transferring cryptocurrency to the Company, no form of partnership or joint venture or any similar relationship between the User and the Company and/or the setting up of the BrikBit project is created.

Purchasing of BRIK Tokens by the User in no way creates any exclusive relationship between the User and the Company, nor any partnership, joint venture, employment, or agency.

No Waiver

The failure of any of the Company to enforce any of the provisions of these T&C or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these T&C.

Entire Agreement & Severability

These T&C and any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company.

Contact

BrikBit Digital Shares Sagl, Via Motta, 10, CH-6830 Chiasso, Switzerland, contact@brikbit.io.

18. APPLICABLE LAW AND JURISDICTION

The T&C are subject to and governed by Swiss Law to the exclusion of Swiss International Private Law and any International Treaties. Any User and The Company agree to seek an amicable settlement prior to bringing any legal action.

All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules.

The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be Lugano, Switzerland.

The arbitral proceedings shall be conducted in English.