

## **Bmarkt-Token TERMS AND CONDITIONS „Token-Sale Policy“**

### **INTRODUCTION**

By purchasing ERC20-based Bmarkt-Token (“Tokens”, “BMT”) from Saliji IT&Media („we“ „us“ „our“ „team“) during the Token sale (“Token generation event”), you expressly agree to all of the terms and conditions set forth herein (“Terms”).

These Terms & Conditions govern the sale of the Tokens during the Generation/Sale Period and further business developments, supersede and replace any public statements about the Tokens offer made by any third parties.

Individuals, businesses, entities and other organizations should carefully weigh the risks, costs, and benefits of acquiring the Tokens.

Ownership of the Tokens gives no rights express or implied, other than the right to use the Tokens as payment for the Bmarkt services (“Services”) as facilitated through an Online Platform that the Bmarkt is/are developing. Except as can be decided by the Bmarkt’s Trustees at their own discretion and/or pursuant to requirements of applicable law or regulation, purchases of the Tokens are non-refundable. You should have no expectation of any shareholder, equity, or other interest or any influence over governance of the Team and/or its beneficiary/ies, or obtaining any right to receive future revenue shares, intellectual property or any other form of participation in the Team, other than the rights relating to the provision and receipt of Services.

Saliji IT&Media is established and validly existing in accordance with the laws of Switzerland. The Team has the full power, authority and legal right to execute, deliver and perform its obligations in connection with issuance and sale of Tokens as well as providing the access to the Services of the Online Platform/s offered to the customers by the Teams Beneficiary/ies and/or designated Company/ies. The execution, delivery and performance by the Team of its rights and obligations would not conflict with or result in a breach or violation of its constituent document and/or the laws of Switzerland. However, the Team and its Beneficiary/ies and/or designated Company/ies cannot guarantee that their performance and operations comply with the laws of any other jurisdictions and, therefore, shall not be held liable for any breach or violations of such laws.

**WARNING: DO NOT PURCHASE THE TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.**

Purchases of the Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin (“BTC”) and or Ethereum (“ETH”), and Blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. The Team will not be responsible for the lost of ETH or Tokens resulting from actions taken by, or omitted by Purchasers. Note, in particular, that you should take great care to write down all information given during the sale, not lose it so as to be sure that you will be able to access your Tokens when it becomes available, during or after the end of the Generation/Sale Period. If you do not have such experience or expertise, then you should not participate in the acquisition of the Tokens.

**WARNING: CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME VALUE VOLATILITY.**

Cryptographic tokens that possess value in public markets, such as BTC and/or ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. Being Bmarkt-Token value tied to the ETH conversion rate, a purchaser of the Bmarkt-Token should be prepared to expect similar – both down and up – price fluctuations in comparison to other cryptocurrencies or “fiat” currencies. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Team does not guarantee market liquidity for the Tokens and therefore there may be periods of time in which the Tokens are difficult to buy or to sell. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain Countries to open accounts at exchanges located anywhere in the world, the

liquidity of the ETH, which Bmarkt-Token is tied to, may be markedly different in different countries and this would likely be reflected in significant price discrepancies.

**WARNING: THE PURCHASE OF THE TOKENS ENTAILS A NUMBER OF RISKS.**

The purchase of the Tokens carries with it a number of risks. Prior to purchasing the Tokens, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, and/or tax professional. If any of the following risks are unacceptable to you, you should not purchase the Tokens. By purchasing the Tokens subject to these Terms, and to the extent permitted by law, you agree not to hold the Team and/or its Beneficiary/ies liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the purchase and possession of the Tokens, including losses associated with the risks set forth below.

At any point, if you do not agree to any portion of the Terms & Conditions, you should not proceed to purchase any Tokens.

Your acceptance of these Terms shall be deemed to be an agreement by you to assume, wholly and unconditionally, all risks (including direct, indirect or ancillary risks) associated with the Token Generation/Sale Event.

You agree to purchase the number of tokens that are in proportion to the number of sent ETH if the general terms and conditions are accepted.

## **REPRESENTATIONS AND WARRANTIES**

By purchasing the Tokens, you represent and warrant that:

2.1. You have never been subject of any investigation for Money Laundering by the Law enforcement authorities of any Country.

2.2. You have never been the subject of any sanctions regime according to EU, UN and /or OFAC regulations and /or local regulations.

2.3. You accept Terms of use and Privacy Policy.

2.4. You are legally permitted to purchase the Tokens in your jurisdiction and are legally permitted to receive Services provided by the Team's Beneficiary/ies.

2.5. You understand that the offering and sale of the Tokens in certain jurisdiction may be restricted by law, and therefore you shall observe any such restrictions. You understand that any failure to comply with these restrictions could result in a violation of the laws of such jurisdiction. You will take sole responsibility for any restrictions and risks associated with the purchase of the Tokens as set forth in these Terms.

2.6. You are of a sufficient age to legally purchase the Tokens or have received permission from a legal guardian who has reviewed and agreed to these Terms & Conditions.

2.7. You are not purchasing Tokens and are not exchanging Ethereum or any alternative and or "fiat" currency for the Tokens for the purpose of speculative investment.

2.8. You have obtained sufficient information about the Tokens to make an informed decision to purchase the Bmarkt-Token.

2.9. If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms & Conditions on such entity's behalf and that such entity will be responsible for breach of these Terms & Conditions by you or any other employee or agent of such entity (you means you and such entity jointly).

2.10. You understand that Tokens confer only the right to receive the Services from the Team's Beneficiary/ies and /or designated Company/ies in respect of the Online Platforms and confer no other right of any form with respect to the Team's Beneficiary/ies and /or designated Company/ies, including, but not limited to, any share interest, voting, distribution, redemption, liquidation, proprietary, or other financial or legal rights.

2.11. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.

2.12. You have an understanding of the usage and intricacies of Blockchain-based coins, like the Tokens and Blockchain-based software systems.

2.13. You understand that Bmarkt-Token are available for purchase in order to pre-pay for the Online Platform Services in order to access "BTC-MARKT:CH". You are not acquiring Bmarkt-Token with a view to profit on potential appreciation of the Bmarkt-Token themselves. Bmarkt-Token do not represent an investment contract or an investment of money in a common enterprise with an expectation of profits from the entrepreneurial or managerial efforts of others. All Token buying decisions are made directly by you as the holder of Bmarkt-Token, independent of other holders of Bmarkt-Token or the Team's Beneficiary/ies and/or designated Company/ies and their Management.

2.14. You are neither a green card holder of the United States nor a United States citizen/permanent resident of the United States (tax or otherwise), nor you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the United States (tax or otherwise). If you are one of the foresaid, you are not eligible to buy Tokens in any form and/or by any means.

2.15. You are neither a citizen/permanent resident of the People's Republic of China (tax or otherwise), nor you have a primary residence or domicile in the People's Republic of China (tax or otherwise). If you are one of the foresaid, you are not eligible to buy Tokens in any form and/or by any means.

2.16. If you are a citizen or permanent resident of the Republic of Singapore or Hong Kong, or Canada (tax or otherwise), or you have a primary residence or domicile in Singapore or Hong Kong, or Canada (tax or otherwise), you are eligible to purchase Tokens only if you intend to use them to pre-pay for the Online Platforms Services only.

2.17. If you are a resident of the European Union and/or United Kingdom and/or Switzerland you will comply with any applicable law and regulation of your jurisdiction in respect of purchase of Tokens.

2.18. You fully understand that the Tokens tied to ETH value may experience volatility in pricing and will not seek to hold the Team liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the sale of the Tokens.

2.19. You understand that there may not be sufficient demand for the Tokens on the dedicated Online Platforms. In view of the above, you may not be able to sell the purchased Tokens easily.

2.20. You understand that the Tokens have no warranty whatsoever, expressed or implied, to the extent permitted by applicable law and accordingly that the Tokens are purchased on an "as is" basis.

2.21. You understand that the Team will generally not provide any refund of the purchase price for the Tokens.

2.22. You understand that the Online Platforms are currently under development and may undergo significant changes before release.

2.23. You waive the right to participate in a lawsuit or an arbitration against any entity or individual involved with the creation and deployment of the Tokens.

## **TOKEN SALE TERMS AND SPECIFICATIONS**

3.1. Tokens are based on the Ethereum protocol and conform to the widely-spread ERC20 standard.

3.2. 90,000,000 (90 million) Bmarkt-Token Tokens are anticipated to be issued before or during the Generation Period. 54,000,000 Bmarkt-Token Tokens will be released for circulation, 9,000,000 Bmarkt-Token Tokens will be used for Advisory board & Board Partners, 27,000,000 Bmarkt-Token for Core activities reserve. The Tokens' price in ETH may not be equal depending on the round of the Tokens release as outlined below. The Team will conduct a Token generation/sale event, which will start on January 15th, 2018 (the "Launch Date") and will last for 1 Month (the "Generation Period").

3.3. The Team will form a reserve pool to be construed as follows:

- Pool for the App where the users can earn free tokens: 7,000,000 Bmarkt-Token
- Team tokens: 20,000,000 Bmarkt-Token

The Team token amount of 20,000,000 Bmarkt Tokens is also used to reward the first 50 contributors with a 100% bonus.

3.4. To acquire Tokens during the Generation Period, you must have a suitable tokens wallet established and operational. In particular, you must have: (i) either an Ethereum wallet if you wish to purchase Tokens using Ethereum, and (ii) an Ethereum wallet that supports the ERC20 token standard in order to receive Tokens that you purchase from the Team. The Team reserves the right to prescribe additional guidance regarding specific wallet requirements.

3.5. Prior to the Launch Date, the Team will create and deploy an Ethereum-based smart contract system ("Smart Contract System"), which creates and maintains a ledger that maps Ethereum addresses to Token balances and implements the Ethereum ERC-20 standard.

3.6. At the Launch Date, the Team will make available a web application to facilitate your purchase and further receipt of the Tokens. If you wish to purchase the Tokens, you must first provide your wallet's Ethereum address that you will use for the payment, to which subsequently the Team will credit the purchased Tokens; you then must add to your payment the metadata shown by the system. **THE ONLY WALLETS COMPLIANT WITH THE PROCEDURE ARE: METAMASK AND MYETHERWALLET. PLEASE MAKE SURE TO USE ONE OF SAID ETH ERC20 WALLETS, IN ORDER TO AVOID ANY LOST OF TOKENS.** Furthermore the Team is collecting return addresses so that it may return purchasers' transfers in the event that unforeseen circumstances otherwise cause the Team to decide to not proceed with the sale of the Tokens. The Team may also request certain optional information, such as an email address, Country of residence/domicile and full name through the web interface.

3.7. The web application will then show you a unique deposit address for Ether. Once the unique deposit address has shown to you and the transfer is made, the Team, during or after the Generation/Sale Period will authorize the Smart Contract System to deliver the Tokens to the Ethereum ERC20 wallet address, which **MUST** be the same that you used to pay for the Tokens purchase.

3.8. The Team anticipates that delivery of the Tokens from the Smart Contract System to purchasers will occur within two weeks after the Generation/Sale Period concludes, but reserves the right to delay delivery up to four weeks after the conclusion of the Generation/Sale Period.

3.9. Ether proceeds from the Token generation event will be used to compensate the Team's Beneficiary/ies and /or appointed Company/ies staff, marketing fees, forex and financial fees and operational costs as well as development of all technical and manufacturing network infrastructure.

3.10. You further agree to accept sole and exclusive risk for the purchase of the Tokens through the website [www.Bmarkt.io](http://www.Bmarkt.io).

3.11. In order to reduce the possibility of fraud, phishing attempts and other schemes perpetrated by malicious third parties, you agree not to respond directly to any inquiry regarding its purchase of the Tokens, including but not limited to email requests purportedly coming from the Team, the Team's Beneficiary/ies and /or appointed Company/ies and any third parties. You understand that the Team, the Team's Beneficiary/ies and /or appointed Company/ies may send the purchaser email messages from time-to-time, but these email notices will never ask for information or require a response from the purchaser.

### **CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE TOKENS**

The purchase of the Tokens carries with it significant risks. Prior to purchasing the Tokens, you should carefully consider the risks, described below and, to the extent possible, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase the Tokens.

4.1. The Tokens will be transferred to the same ERC20 wallet address you used for the Tokens purchase. Not maintaining an accurate record of wallet's password, may lead to the loss of the Tokens. As a result, purchasers must safely store their password in one or more backup locations that are well separated from the primary location. In order to access one's Tokens the wallet's password is required; loss of this may lead to the loss of a purchaser's Tokens.

4.2. The Team, the Team's Beneficiary/ies and/or the appointed Company/ies WILL NEVER ASK YOU THE PASSWORD OR TO GIVE ANYONE ACCESS TO YOUR PRIVATE WALLET.

The Team, the Team's Beneficiary/ies and/or the appointed Company/ies EXPRESSLY EXCLUDE ANY LIABILITY, EXPRESS OR IMPLIED, FOR THE LOSS OF TOKENS IN THE CASE OF ACCESS TO YOUR PRIVATE WALLET/S BY UNAUTHORIZED PERSONS.

4.3. There has been increased regulatory scrutiny by various regulatory bodies with respect to Cryptocurrencies and token sales. The Teams's operations could be impacted by one or more regulatory enquiries or regulatory actions, which could impede or limit the ability of the Team, the Team's Beneficiary/ies and /or appointed Company/ies to continue to develop their business.

4.4. You understand that while the the Team, the Team's Beneficiary/ies and /or appointed Company/ies team will make reasonable efforts to complete the Online Platforms, it is possible that a completed version of the Platform/s may not be released and an operational Platforms will never be available.

4.5. Hackers or other groups or organizations may attempt to steal the cryptocurrency revenue from the Pre-Sale and Token generation event, which attempt if successful may potentially impact the ability of the the Team, the Team's Beneficiary/ies and /or appointed Company/ies to promote the business and relevant Online Platforms. The Team has and will continue to implement comprehensive security precautions to safeguard the Ether proceeds, however no guarantee expressed or implied can be made in this respect.

4.6. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Online Platforms, which among others may result in the theft or loss of the Tokens. To the extent possible, the the Team, the Team's Beneficiary/ies and /or appointed Company/ies team intends to update the software protocol underlying the Online Platforms to ward off the misuse of such advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or thus guaranty the success of any future security updates.

4.7. As cryptocurrencies, the Tokens are susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks may present a significant risk to the Team, the Team's Beneficiary/

ies and /or appointed Company/ies, including without limitation to the expected proper payment operations.

4.8. The Online Platforms are a new service, which may lead to uncertainty that could adversely affect the value of the Tokens. The factors affecting the further development of the Cryptocurrency Marketplace Industry, as well as the relevant Online Platforms, include: a) continued worldwide use of the Tokens and digital cryptocurrencies; b) government and quasi-government regulation of the Tokens and digital cryptocurrencies; c) compliance and regulatory requirements applicable to the Online Platforms activity and operations conducted thereon; d) the maintenance, development and implementation of the software of the Online Platforms; e) changes in consumer demographics and public tastes and preferences; f) the availability and popularity of other similar products; g) general economic conditions and applicable regulatory environment and e) general demand for Cryptocurrency marketplaces.

4.9. IP rights claims may adversely affect the operation of the Online Platforms. Regardless of the merit of any intellectual property or other legal action, any threatened action may reduce confidence in the Online Platforms' long-term viability. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the Online Platforms or exchanging their Tokens for Services.

4.10. The Team's Beneficiary/ies and /or appointed Company/ies's services may be utilized by unwanted and illegal elements to further their illegal motives. In order to prevent this the Online Platforms intends to introduce Know-Your-Client, due diligence and anti-fraud policies and procedures.

4.11. Political or economic crises may trigger large-scale private sales of the Tokens, which may adversely affect the price of ETH and therefore the value of the Tokens. Tokens, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting services, and it is unclear how such supply and demand will be impacted by geopolitical events

4.12. The Tokens transactions are irrevocable; stolen or incorrectly transferred Tokens are generally irretrievable. As a result, any incorrectly executed Tokens transactions could adversely affect the value of the Tokens. Without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host Blockchain platform, cryptocurrency transactions are not, from an administrative perspective, reversible. Once a transaction has been verified and recorded in a block that is added to the Blockchain, an incorrect transfer of the Tokens or a theft of the Tokens generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of the Tokens. Any malfunction or unexpected functioning of the Ethereum Blockchain software may impact the purchaser's ability to transfer or securely hold the Tokens. Such impact could adversely affect the value of the Tokens.

4.13. Due to any number of reasons, including without limitation the failure of business relationships or marketing strategies, that the the Team's Beneficiary/ies and /or appointed Company/ies and all subsequent marketing put in place from the money collected from the sale of the Tokens, may fail to achieve success.

4.14. Purchasers shall be eligible to participate in the Tokens Generation/Sale Event subject to applicable legislative and regulatory restrictions and prohibitions in their respective jurisdictions. The Team shall refuse selling Tokens to residents of the jurisdictions specified in clauses 2.11-2.12 of the Terms and may refuse selling them to other ineligible countries' residents subject to local restrictions and prohibitions. The Team reserves anyway the right to refuse selling to anyone not deemed to be proper and fit in its final and unquestionable opinion. The Team shall not be held liable should an ineligible purchaser acquire the Tokens by any means.

4.15. Personal information received from the Token holders and the information about the number of tokens holders serviced by the Team, the wallet addresses used, and any other relevant information may be disclosed to law enforcement, government officials, and other third parties when the Team's Trustees are required to disclose such information by law, subpoena, or court

order. The Team, the Team's Trustees, the Team's Beneficiary/ies and /or appointed Company/ies shall at no time be held responsible for such information disclosure.

## **TAXATION OF TOKENS**

The Team makes no representations about the tax implications of the sale of the Tokens or the possession or use of the Tokens. The purchaser bears the sole responsibility to determine if the purchase of the Tokens or the potential appreciation or depreciation in the value of the Tokens over time has tax implications for the purchaser in the purchaser's home jurisdiction. By purchasing the Tokens, and to the extent permitted by law, the purchaser agrees not to hold the Team liable for any tax liability of the purchaser associated with or arising from the purchase of the Tokens.

## **LIMITATIONS OF LIABILITY.**

WAIVER THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, TOKENS OR THE PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT IN NO EVENT SHALL THE TEAM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE BMARKT-TOKEN. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF TOKENS, AND THAT THE RISK OF PURCHASING TOKENS RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER MAY HAVE PAID FOR THE PURCHASE OF BMARKT-TOKEN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE DAMAGE ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE TEAM.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

7.1. These Terms will be governed by and construed and enforced in accordance with the laws of Switzerland.

7.2. Each party agrees for the benefit of the other that the Courts of Switzerland shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any claim or disputes, which may arise out of or in connection with these Terms and any Instructions given hereunder and, for such purposes, irrevocably submits to the jurisdiction of such courts.

## **SEVERABILITY**

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.

BY CLICKING THE BOX BELOW YOU CONFIRM YOU ARE NOT A GREEN CARD HOLDER OF THE UNITED STATES OR A UNITED STATES CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES (TAX OR OTHERWISE), AND NOT A CITIZEN OR PERMANENT RESIDENT OF THE PEOPLE'S REPUBLIC OF CHINA (TAX OR OTHERWISE).

IF YOU ARE A CITIZEN OR PERMANENT RESIDENT OF THE REPUBLIC OF SINGAPORE (TAX OR OTHERWISE) OR CANADA, OR HONG KONG BY CLICKING THE BOX BELOW YOU CONFIRM YOU ARE AWARE that you are eligible to purchase Bmarkt tokens to pre-purchase services on the relevant Online Platforms ONLY