
PUBLIC OFFER OF THE BPAY.IO TOKENS

LATEST UPDATED 07.03.2018

Upon acquiring and any subsequent use of the digital Bpay.io token, the Buyer will unconditionally accept and agree to the following terms and conditions of this public offer:

This document is an official offer (public offer) of the AdsMob Ltd, represented by CEO Alexander Peterman, acting on the basis of the Company's Charter, (hereinafter referred to as the Company) to conclude a contract for the purchase and sale of the digital token "Bpay.io" (hereinafter – the Contract) on the conditions set out below. This offer is addressed to individuals and legal entities (Buyers).

1. Subject of the Contract

1.1. The Company undertakes to transfer tokens to the Buyer (s), and the Buyer undertakes to pay for and accept the tokens (s) in accordance with the provisions of this Agreement.

1.2. The price of one token is determined in euro on the site <https://www.bpay.io/> at the time of payment for the token (s) by the Buyer.

2. General Provisions

2.1. The moment of full and unconditional acceptance by the Buyer of the Seller's offer to conclude an offer contract (acceptance of an offer) is considered the fact of the payment for the number of tokens agreed by the Company and the Buyer (hereinafter referred to as the "Parties").

2.2. Accepting this offer, the Buyer agrees with all the risks specified in clauses 3.4 to 3.7 of this Contract.

2.3. The parties agree on the number of tokens purchased by the Buyer by using the form provided on the website <https://www.bpay.io/>. When completing this form, the Buyer shall indicate the following information, which become an integral part of this Contract:

1. Surname, name and patronymic of the Buyer
2. e-mail address of the Buyer
3. Number of purchased BUY tokens,

3. Rights and Obligations of the Parties

Obligations of the Parties:

3.1. The Buyer undertakes to pay for the token (s) he buys.

Obligations of the Company:

3.2. The Company is obliged to transfer to the Buyer the token (s) after receiving the payment in accordance with clause 1.1 of this contract.

3.3. The rights and obligations of the parties to maintain and use the services of the Platform are determined on the basis of the User Agreement and the Loyalty Program concluded between the parties.

3.4. The Company shall not be liable for the loss of the Buyer's access to the wallet and the token (s) due to the fault of the Buyer, including due to a technical malfunction, error or contamination of the Buyer's equipment by a computer virus, as well as loss or disclosure by the Buyer of a private key from this wallet to third parties.

3.5. The Company shall not be liable for the Buyer's losses related to the change in the price of the digital "BUY" token. The Buyer confirms that he is aware of the risk of changing the price of the token. By adhering to this agreement, the Buyer agrees with the value of "BUY" token posted on the site <https://www.bpay.io/> at the time of transfer of funds.

3.6. The company is not responsible for the loss of access to the wallet by the Buyer, resulting from a hacker attack, vulnerability in the Platform or a technological failure.

3.7. The Company is not responsible for the loss of the Buyer's funds due to the Buyer's refusal to accept the technical updates of the Platform, as a result of which the Buyer will lose the opportunity to use the Platform's functionality in its entirety or lose access to the Wallet.

4. Responsibility of the Parties

4.1. The Buyer assumes all responsibility and risk with respect to the purchase of any number of BUY tokens and their use.

4.2. The Buyer expressly agrees that the Bpay.io shall not be liable for any damage or loss, including loss of business, revenue or profit, to the maximum extent permitted by applicable law, loss or damage to data, equipment or software (direct, indirect, penalty, actual, secondary, incidental, special, exemplary or otherwise) arising from any use or inability to use the Website or material, information, software, facilities, conditions or the content on the Website as well as from the purchase of "BUY" tokens, regardless of the reason on which the obligation is claimed, and even if the Bpay.io was informed of the possibility of such loss or damage.

4.3. The Buyer understands and agrees that the Bpay.io is not liable, guilty and indemnified for any change in the value of "BUY" tokens.

4.4. The Buyer understands and expressly agrees that the Bpay.io does not in any way guarantee that "BUY" tokens can be sold or transferred on time, or after the sale period of the Bpay.io tokens.

4.5. If the Applicable Law does not allow all or any part of the above limitations of liability to apply to the Buyer, the restrictions will apply to the Buyer only within the limits permitted by applicable law.

4.6. The Buyer understands and agrees that his / her duty is to ensure compliance with any legislation relevant to his / her country of residence with respect to the purchase of "BUY" tokens.

4.7. The purchase of “BUY” tokens by the Buyer in no way creates any exclusive relationship between the Buyer and the Bpay.io, nor any partnership, joint venture, employment or agency relationship.

5. Purchasing of Tokens

5.1. The Buyers are allowed to purchase “BUY” tokens if, by purchasing tokens, he / she confirms and warrants that he / she (in accordance with the Applicable Law and the laws of the Member’s country of residence):

5.1.1. has reached the age of majority for the purpose of concluding this Agreement (at least 18 years of age), meets all other requirements with respect to the right to participate and requirements to the place of residence, is fully legally competent to acquire “BUY” tokens and enter into an agreement with the Adsmob Ltd, at the same time does not violate any other agreement to which he / she is a party;

5.1.2. if he / she is a corporation, government organization or other legal entity, he / she has the right, the authority to enter into this agreement on behalf of a corporation, government organization or other legal entity and associate it with these provisions;

5.1.3. will not use “BUY” tokens for any illegal activities, including but not limited to money laundering and terrorist financing;

6. Forbidden jurisdictions

6.1. Citizens and residents of the United States of America (the USA), Singapore, Hong Kong and Great Britain are not entitled and cannot participate in the Agreement on the sale of „BUY” tokens due to various issues related to taxation and legislation.

6.2. The Buyer is allowed to purchase “BUY” tokens if, by purchasing “BUY” tokens, he / she confirms and warrants that he / she is not a citizen of the United States, Singapore, Hong Kong or the United Kingdom or a resident of these countries or territories, nor does he have a principal place of residence or permanent residence (domicile) in the United States (including Puerto Rico, the US Virgin Islands and any other US domain) or Singapore, or Hong Kong, or the United Kingdom.

6.3. In order to purchase “BUY” tokens, the Buyer warrants and confirms that none of the owners of the company where the Buyer is an authorized person are citizens of the United States or Singapore, Hong Kong, or the United Kingdom or a resident of these countries and territories, with a principal place of residence or permanent residence (domicile) in the United States (including Puerto Rico, the US Virgin Islands and any other US possessions and territories) or Singapore, or Hong Kong, or the United Kingdom.

6.4. In the case of change of the residence, citizenship or resident status, the Buyer must immediately notify the Bpay.io.

6.5. The Buyer also confirms and warrants that he (or she) is not a citizen or resident of a geographical territory where access to or use of crypto currency or token is prohibited by applicable law, decree, ruling, contract or administrative act.

6.6. The AdsMob Ltd reserves the right to refuse the sale of “BUY” tokens to any person who does not meet the above criteria.

7. Other Conditions

7.1. The parties are exempted from liability for partial or complete non-fulfilment of obligations under this contract if this failure was a consequence of force majeure circumstances that arose after the conclusion of this contract as a result of circumstances of an emergency nature that the Parties could not foresee or prevent. The parties are exempted from liability for partial or complete non-fulfilment of obligations under this contract if this failure was a consequence of force majeure circumstances that arose after the conclusion of this contract as a result of circumstances of an emergency nature that the Parties could not foresee or prevent. The circumstances specified in this paragraph include, among others, natural and industrial accidents, fires and floods, other natural disasters, prohibitions and restrictions of state authorities, military actions and civil unrest, terrorist acts, as well as failures in the operation of electronic equipment and means of communication, which constitute extraordinary and unavoidable circumstances for the parties under the circumstances.

7.2. In the event of the occurrence of circumstances provided for in clause 2.1 of this agreement, the term for the Party to fulfil its obligations under this agreement shall be deferred in proportion to the time during which these circumstances and / or their consequences conspire.

7.3. All disputes related to the conclusion, interpretation, execution and termination of the Agreement will be resolved by the Parties through negotiations by sending a corresponding claim and receiving a response within 30 (thirty) days from the date of delivery. The claim must contain an indication of the relevant violation, a brief description of its subject as well as legal justification.

7.4. Where it is impossible to resolve disputes by negotiation, the dispute shall be referred to the jurisdiction at the location of the Company.

7.5. The law of the Republic of Estonia applies to this agreement.

7.6. If, for one reason or another, one or more provisions of this Agreement are found to be invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of this contract.

7.7. Inaction on the part of the Company in the event of a breach of the provisions of this agreement by the Buyer does not deprive the Company of the right to take appropriate actions in defence of its interests at a later date, nor does it imply the Company's waiver of its rights in the event of subsequent violations.

7.8. The present contract is made in Russian and by the will of the Company can be provided to any person, including the Buyer, for acquaintance in another language. In the event of a discrepancy between the Russian version of the agreement and the version of the agreement in a different language, the provisions of the Russian version of this agreement shall be applicable.