

# TERMS AND CONDITIONS

READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN OR BEFORE PARTICIPATION IN CROWDSALE. BY UTILIZING THE WEBSITE LOCATED AT <https://syntera.io> ("WEBSITE"), YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE OR PARTICIPATE IN CROWDSALE.

BLOCKCHAIN DEVELOPMENT LP ("BC") RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THESE TERMS AS MODIFIED.

## 1. DEFINITIONS

The following terms shall have for the purposes of these General terms and conditions the following meanings.

**"BC"** – BLOCKCHAIN DEVELOPMENT LP, company incorporate in accordance with laws of the Republic of Ireland.

**"Terms"** - these Terms and Conditions.

**"Crowdsale"**- crowdfunding process aimed at receiving donations for the development and support of BC software and infrastructure.

**"Crowdsale dashboard"** - a panel on the Crowdsale website where each user has access to information about his account and can control the process of funding his account, buying of tokens and other processes necessary to participate in the Crowdsale.

**"BC Tokens", "BCT"**- BC has its own token: BCT (Blockchain development token). BCT is based on ERC20 Ethereum token standard.

**"Website"**- BC website: <https://syntera.io>, the Crowdsale Dashboard, all subdomains and all their respective pages.

**"White Paper"** - the document describing the BC project available on the Website at please input the link to the white paper.

**"Agreement"** - these Terms and all other operating rules and procedures that may be published from time to time on the Website (including Privacy policy).

**"Blockchain"** - a distributed cryptography-powered database that maintains a list of records, chained together against revision and tampering.

**"Ethereum"** - an open-source, public, blockchain-based computing platform featuring smart contract functionality.

**"Smart Contract"** - computer protocols that automatically facilitate, verify and enforce the performance of a contract.

**"Loss"**- damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel's or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

**"User"** - anyone who uses the Website, without prior registration and authorization using the Account.

**"Participant"** - user who has been registered, upon his request, for the BC tokens purchasing.

**"Account"** - a participant's account on the Website, which is created and used to purchase BC tokens. Only participants have a right to purchase BC tokens on the terms provided herein.

**"KYC"** - know your customer (KYC) is the process of a business identifying and verifying the identity of its clients.

**“SERVICES”** – services available on the Website including but not limited to the ability to by BCT.

## 2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the User or Participant, on the one part, and the BC, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users or Participants, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of purchasing the BC tokens.

2.3 BC reserves the right, at its sole and absolute discretion and without giving prior notice, to:

2.3.1 vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

2.3.2 block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. BC will be no liable for any Loss which may be incurred as a result of such action.

2.4 By using this Website and participating in the Crowdsale, you covenant, represent, and warrant that:

2.4.1 you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

2.4.2 you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

2.4.3 you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.4.4. you are not participating in the Crowdsale, making purchase, receiving and holding Tokens, or exchanging any cryptocurrency for BCT for the purpose of speculative investment;

2.4.5. you are not participating in the Crowdsale, making purchase, or receiving and holding BCT for an illegal purpose;

2.4.6. You are not a resident or domiciliary of the United States of America or purchasing BCT from a location in the United States of America, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the United States of America, nor are you purchasing BCT on behalf of any such person or entity nor you are a FATCA reportable person as it is determined in the laws of United states of America.

2.5 By using this Website and participating in the Crowdsale, you covenant, represent, and warrant that, you are not a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act;

2.6 You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that:

2.6.1. such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

2.6.2. you are duly authorized by such legal entity to act on its behalf;

2.7 BCT will become a core of BC ecosystem and be used as the transfer mechanism in the platform, by nature BCT is NOT and shall in NO case be understood, deemed, interpreted or construed as:

2.7.1. any kind of currency or money, whether fiat (e.g. Euro, USD) or not;

2.7.2. equity interest, voting or non-voting securities (or its like) in, or claims against, the BC or any other entity in any jurisdiction;

2.7.3. equity or debt investment of any kind in any venture;

2.7.4. any securities having intrinsic value or market price;

2.7.5. any form of financial derivatives;

2.7.6. any commercial paper or negotiable instrument;

2.7.7. any form of investment contract between the relevant holder and any other person;

2.7.8. any commodity or asset that any person is obliged to redeem or purchase; or

2.7.9. any note, including but not limited to consignment note, bond, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;

2.7.10. any type of crowdfunding.

2.8 You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the BC tokens exist under the applicable law, we persistently recommend you not to use this Website and not to purchase BCT.

2.9 The BC reserves the right to conduct "KYC" exercise and any other kind of customer due diligence on you at any time (including after the close of the Crowdsale). If the BC discovers your purchase of BCT violating this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of BCT under the Crowdsale shall be invalid with retroactive effect and the BC shall be entitled to immediately terminate this Agreement with you, deny your access to the Crowdsale, reject delivery of any BCT, irrespective of any payment that you could have made.

2.10 In case of any disputable situation, English version of the Website and present Agreement has higher priority, than versions in other languages.

2.11 Any Dispute is personal to Participant and Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

2.12 There are no any guarantees that BC Platform will be delivered within any particular timeframe, or at all.

### 3. PARTICIPANT'S REGISTRATION AND ACCOUNT

3.1 For the BCT purchasing, BC will register you, upon your request, on the Website and create an individual Account. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to BC Privacy Policy available on the Website.

3.2 You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

3.3 We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

#### 4. CROWDSALE

4.1 The Crowdsale will not involve issuance of any currency, securities (whether equity securities or otherwise) or other kind of investment certificate. The BCT to be sold during the Crowdsale are merely cryptographic tokens usable on the blockchain of the BC Platform. Such tokens are not redeemable nor 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, BCT 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.

4.2 Your payment for purchasing BCT will be non-refundable. So you shall be convinced of the desirability to participate in the Crowdsale before making any payment. Among others, you shall give full considerations to all risk factors and make sure that you are well prepared and willing to take them all.

4.3 Crowdsale will be conducted via the Crowdsale dashboard. Participant may purchase using the cryptocurrencies or other payment methods notified on the Website.

4.4 One BCT is equivalent to 1 EU during the Crowdsale.

4.5 48 millions tokens will be created in total, of which 15 millions will be distributed to the Crowdsale participants, 10 millions will be reserved for a fund and 10 millions will be circulated among the team.

4.6 BC reserves the right to change the time of Crowdsale Commencement or the Crowdsale Closing in its absolute discretion. Any such changes will be published on the Website.

4.7 The BCT purchased hereunder may be sold and transferred by the Participant at any time after the Crowdsale via cryptocurrency exchanges if the BCT are listed in any.

4.8 BCT does not constitute the provision of any goods and/or services as at the date that these Terms form a binding agreement between the Parties.

4.9 After making a transfer, you shall keep attending the Website for information which may be posted on the Website from time to time. Anything relating to the BC could be updated, changed or fine-tuned at such time and in such manner as may think appropriate.

4.10 BC reserve the right to refuse or cancel BCT purchase requests at any time in our sole and absolute discretion, in such event the consideration paid by you shall be rejected or refunded.

4.11 BCT impart no proprietary rights or obligation or contract, express or implied, other than the ability to receive any rewards described in the White Paper, if BC is successfully completed and deployed. In particular, Participants will not have any influence in the development or governance of BC or BC Platform. The sole and exclusive usage rights of these intellectual property rights are held by and assigned to BC and its nominees.

#### 5. SECURITY

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold BCT that you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your BCT. We are not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of BCT nor are we under any obligation to recover any BCT and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) BCT.

#### 6. CERTAIN RISKS RELATING TO PURCHASE

6.1 As noted elsewhere in these Terms, the BC tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in Terms is intended to form the basis for any investment decision, and no specific recommendations are made or intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

- 6.1.1. reliance on any information contained in this Terms;
- 6.1.2. any error, omission or inaccuracy in any such information; or

6.1.3 any action resulting from such information.

6.2 By purchasing, holding and using BCT, you expressly acknowledge and assume the following risks:

6.2.1. Risks Associated with the Ethereum Protocol. Because BCT are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the BC tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the BCT by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

6.2.2. Risk of Hacking. Hackers or other malicious groups or organizations may attempt to interfere with the BC Platform and the BCT tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

6.2.3. Risk of Mining Attacks. The Participant understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchain based software systems, the Ethereum blockchain used for BC Crowdsale campaign is 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 present a risk to BC Crowdsale campaign, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations.

## 7. DISCLOSURE INFORMATION

BC reserves its rights to use and/or disclose your information where such use and/or disclosure is required under law, for cooperation with regulatory, law enforcement and other governmental bodies or authorities, to perform credit checks, financial assessments and/or to protect BC's rights or property.

## 8. HYPERLINKS TO THIRD PARTY SITES

8.1 The Website may contain hyperlinks to websites which are not maintained or controlled by BC. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All BC Parties disclaim any responsibility and liability for any third party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

8.2 The inclusion of any hyperlink does not imply endorsement by BC of such websites. Under no circumstances shall BC be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 BC 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 the Crowdsale of the BCT and his activities generally.

9.2 In no way shall this Agreement entitle the User or Participant for any intellectual property of the BC, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the BC and is protected by the Intellectual Property Rights and fair competition laws.

## 10. SUGGESTION, COMMENTS AND FEEDBACK

Should you respond to any part of the Contents in this website with any communications such as questions, comments, suggestions etc., such information shall be deemed to have been provided to BC on a non-confidential basis, and BC shall be free to reproduce, use, disclose and distribute the information to others without limitation, and shall be free to use in any way for any purpose whatsoever the content of such communications including any ideas, know-how, techniques or concepts disclosed therein.

## 11. TAXES AND GOVERING LAW

11.1 The purchase price that you pay for BCT is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of BCT, including, for example, sales, use, value added, and similar taxes. It is also your sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which you may be liable to tax. We are not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, use, value added, or similar tax arising from your purchase of BCT.

11.2 These Terms are governed by and shall be construed in accordance with the laws of the Republic of Ireland and you hereby consent to submit to the exclusive jurisdiction of the Ireland Courts.

## 12. DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS THEREON, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BC DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. BC MAKES NO WARRANTY THAT THE SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BC OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY CONTENT OR FUNCTION THEREON, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

## 13. LIMITATION OF LIABILITY

IN NO EVENT SHALL BC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS, OR CONTACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF BC OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL BC BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL LIABILITY OF BC TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, ANY FEE YOU MAY PAY TO BC FOR YOUR ACCESS TO OR USE OF THE SITE.

## 14. COPYRIGHTS

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the e-mail, indicated in clause 17, named below: Your address, telephone number, and e-mail address; A description of the copyrighted work that you claim has been infringed; A description of where the alleged infringing material is located; A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner. Upon receipt of said notice, BC shall contact you in a timely manner and upon clarification of the issues involved, take all necessary steps we might deem appropriate to correct the situation and prevent any further infringements.

## 15. SEVERABILITY

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

## 16. MISCELLANEOUS

The User may send any questions regarding the use of the Website of the BCT tokens or regarding these Terms via e-mail to [legal@syntera.io](mailto:legal@syntera.io)

