

Terms and Conditions

BitEsprit LTD, with registered office in 27 Old Gloucester Street, London, WC1N3AX, e-mail address support@bitesprit.com, (hereinafter the “**Company**”) provides all users with the ability to access and use the website <https://bitesprit.com> (hereinafter the “**Website**”) that the Company exclusively owns, that offers promotional information about the initial coin offering of BitEsprit Tokens and the BitEsprit Exchange, actual participation in the initial coin offering, and participation in the BitEsprit Bounty Program. (hereinafter the “**Services**” or individually the “**Service**”).

The User accepts agrees to comply with these terms and conditions (hereinafter the “**Terms**”) by using the Website. The User may not use the Website without accepting the Terms.

The Company may amend or merely update, wholly or in part, these Terms. Such amendments and updates to the Terms will become binding once published on the Website. The User is therefore invited to consult the Terms upon accessing the Website.

1. Registration

In order to use some Website features, Users must register by providing, in a truthful and exhaustive manner, all the information requested in the relevant registration form and accept, in their entirety, both the privacy policy (<https://bitesprit.com>) and these Terms. Keeping login credentials secure is by no means the responsibility of the Company and should be practiced by the User.

It shall be understood that under no circumstances the Company may be responsible for any loss, disclosure, theft or unauthorised use by third parties, for whatever reason, of Users credentials.

2. Account cancellation and closing

Registered Users can, at any time, stop using the **Services** and can disable their account or request its cancellation through the Website interface, if possible, or by contacting the Company at the email address support@bitesprit.com.

In case of violation by the User of these Terms or the applicable legal provisions, the Company has the right to suspend or cancel the User’s account at any time and without notice.

3. Creative Commons License

The contents and/or material available in the Website are provided on the basis of the terms contained in this license “Creative Commons Public Licence CC BY-NC 3.0 IT” (“**License**”). The contents and/or material available in the Website are protected by copyright, by the other rights conferred on the Contents by the law on copyright (related rights, database rights, etc.) and/or by other applicable laws. Any use of such content and/or material which is not authorised under the present License and/or under other applicable laws, is prohibited.

The Company grants the Users the rights listed below, provided that the User agrees to abide by the terms and conditions of this License.

The Company allows the User to reproduce, distribute, publicly display, publicly perform, and transform the contents and/or material available on the Website through any process and format, except for any purposes by which the User gains any sort of income from third parties, provided that the authorship is acknowledged upon the Company, and that the User provides a link to the license and highlights whether any changes have been made. The full license can be consulted on this link: <https://creativecommons.org/licenses/by-nc/3.0/legalcode>

4. Exclusion of warranty

The Website is provided “as is” and “as available” and the Company does not provide any express or implied warranty in relation to the Website, nor provides any guarantee that the Website will meet the needs of Users, or that it will work without interruption, free of any error or virus or bug.

The Company will do its best, within reasonable and practicable limits, to ensure that the

Website will be available 24 hours a day without interruptions, but may never be held liable if, for any reason, the Website may not be available and / or not operative at any moment or period in time. Access to the Website may be temporarily suspended and without prior notice or communication to its Users in the case of a system failure, maintenance or repair works or for reasons totally beyond the Company's control or due to causes of force majeure (see clause 7).

5. Limitation of Liability

The User agrees to indemnify and hold harmless the Company (as well as any company or subsidiary, including its representatives, associates, consultants, directors, agents, licensees, partners and employees) from any obligation or responsibility, including any legal expenses incurred for trial defence, that may arise from damage caused to other Users or third parties, concerning any Content uploaded online, any violation of the law or any terms of the present Terms.

Therefore, the Company shall not be liable for:

any losses that are not direct consequence of a breach of this agreement by the Company;
any loss of business opportunity and any other loss, either direct or indirect, which may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of business contracts or relationships, loss of reputation or goodwill, etc.);

damages or losses resulting from interruptions or malfunctions of the Website due to events of force majeure, or due to any accidental and unpredictable events which are, in any case, independent of the will and beyond the Company's control, such as, but not limited to, failure or disruptions to telephone or electrical lines, the Internet and / or to other means of communication, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the provision of products, services or applications by third parties;

incorrect or unsuitable use of the Website by Users or third parties;

the issuing of false tax documents due to mistaken details provided by the User, the latter having exclusive responsibility for the correct entry of such details

Under no circumstances will the cap on the Company's liability exceed double the cost paid by the User for the service purchased.

6. Link to third party websites

The Website may contain links to third party websites. The Company has no control over these websites and therefore is not, in any way, responsible for their contents.

Some of these links may relate to websites of third parties that provide services through the Website. In these cases, the individual services will be regulated by the terms of use of the website and services such third parties provide, in respect of which the Company assumes no responsibility.

7. Force Majeure

The Company cannot be held liable for the failure or delay in performing of the obligations listed herein, due to circumstances which are beyond the reasonable and predictable control of the Company. The performance of the Company's obligations, pursuant to the present Terms, shall be deemed suspended during the period in which events of force majeure such as accident, explosion, fire, strikes, earthquakes, floods and other similar events that prevent, in whole or in part, the performance of the contract. The Company will take any action within its power in order to find solutions to allow the proper fulfilment of his/her obligations despite the force majeure events.

8. Waiver

No waiver, by either parties to an article of the present Terms, shall be effective unless it is expressly stated to constitute a waiver and is communicated in writing.

9. Severability

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be

effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable in that state, country or region.

10. Amendments

The Company reserves the right, at its sole discretion, to amend, at any time, these Terms by giving specific notice on the Website. The User acknowledges and agrees that any amendments to these Terms will apply to the orders placed by the Users after the date of notice of such amendments. By continuing to use the Website the User is considered to agree to be bound by the modified Terms and Conditions.

11. Privacy

The protection and processing of personal data will be pursued in accordance with the Privacy Policy, which is regarded as an integral part of this contract, and can be accessed on the following page <https://bitesprit.com>

12. Governing Law and Place of Jurisdiction

These Terms and any dispute concerning the interpretation, performance, validity of this contract shall be submitted to the exclusive jurisdiction of the Court where the Company has its registered office.

BitEsprit Token Sale Disclaimer

1. Introduction

The BitEsprit Exchange is a cryptocurrency trading platform which will be providing the following services for its users after it officially launches in its complete form: (i) buying, selling and storing various cryptocurrencies in exchange for both cryptocurrencies (BTC, ETH, BEC) and fiat currencies (USD, EUR, GBP); (ii) issuing BitEsprit debit cards linked to each user account's fiat balance; (iii) follow or copy other BitEsprit users' trading activities; (iv) lists newly issued tokens and cryptocurrencies whose initial coin offering was successful.

BitEsprit's digital tokens, called "BitEsprit Tokens" (hereafter referred to as "BEC" or "the BitEsprit Token" or "BitEsprit Tokens") can be used, but are not limited to be used, in the following ways on BitEsprit: paying for (discounted) trading fees; trading as base currency; paying the listing fee of cryptocurrencies other than new ICO tokens.

By acquiring the BitEsprit Tokens you expressly acknowledge and assume the risks described in this BitEsprit Token Sale Disclaimer.

If you have any questions regarding this information or regarding this BitEsprit Token Sale Disclaimer, please contact us at support@bitesprit.com.

BitEsprit may, at its sole discretion, amend the BitEsprit Token Sale Disclaimer at any time by posting a revised version at <https://www.bitesprit.com>.

2. Warnings

You acknowledge, understand and agree that ownership of the BitEsprit Token does not grant you or any other user the right to receive profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in BitEsprit, or the BitEsprit Exchange, or any other instances of BitEsprit's property or any part of it.

The BitEsprit Tokens should not be deemed as securities or a collective investment scheme:

- (i) the BitEsprit Tokens do not grant you any voting or ownership rights;
- (ii) the BitEsprit Tokens do not grant you any return on investment;
- (iii) the BitEsprit Tokens do not grant you any profit and passive income from the ownership of the BitEsprit Tokens;
- (iv) the BitEsprit Tokens otherwise are not a participation in or connected to equity of BitEsprit or a collective pool of assets.
Therefore, the BitEsprit Tokens are not registered with any government entity as a security and BitEsprit does not hold a license from a regulatory authority.

3. Risks

You are aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and blockchain-technologies, including but not limited to:

- (i) risk of losing access to tokens due to loss of private key(s),
- (ii) risks associated with the Ethereum platform protocol,
- (iii) risk of hacking and security weaknesses,
- (iv) risk of uninsured losses,
- (v) risks associated with uncertain regulations and enforcement actions.

4. **Representations and Warranties**

By acquiring BitEsprit Coins, you represent and warrant that:

- (i) you have read and understand the BitEsprit Token Sale Disclaimer in full;
- (ii) you fully understand, realize and agree that filling in correct information during the whitelisting process is your own responsibility. BitEsprit is not in any way liable to repair the mistakes made by you during this process.
- (iii) you fully understand, realize and agree with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of the BitEsprit Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciate the risks and implications of acquiring the BitEsprit Tokens;
- (iv) you fully understand, realize and agree that the BitEsprit Tokens are created on a blockchain and are designed to be used to make various internal payments through the BitEsprit Exchange and it does not grant you any voting or ownership rights, any return on investment or any profit and passive income from the ownership of the BitEsprit Tokens;
- (v) you will not forge, or otherwise manipulate any personal or non-personal data requested by BitEsprit in the process of your registration (will not use VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by BitEsprit in the event when such necessity arises in connection with the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of BitEsprit or in accordance with the applicable law;
- (vi) you do not intend to hinder, delay or defraud BitEsprit or any other users of the BitEsprit Exchange or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or Singapore or in any place of the world.