



**BLOCKCHAIN TRIANGLE SYSTEMS LTD.**

**TERMS OF USE**

## Blockchain Triangle Systems Ltd. Terms and Conditions

Last Updated: 3 June, 2020

### Acceptance of the Terms of Use

These terms of use are entered into by and between you and Blockchain Triangle Systems Ltd., a Bermuda exempted company limited by shares ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of <https://bctriangle.com> including any content, functionality and services offered on or through <https://bctriangle.com> (the "**Platform**"), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Platform. By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference and published on the Platform. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are eighteen (18) years of age or older, and are not prohibited by their own region of nationality or access from doing so. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Platform so you are aware of any changes, as they are binding on you.

### **RISKS**

**Use of the Platform is subject to risk of loss of purchase price where users attempt to arrange for purchase of digital assets from one another. This risk is mitigated by the use of third party escrow services and user due diligence.**

**Entering into arrangements for purchase of digital assets supported by the Platform does not guarantee issuance of the subscribed digital asset and**

may result in loss of investment opportunity from other issuances or investments.

Use of the Platform to facilitate an investment or digital asset purchase may result in partial or complete loss of purchase price.

Users (both issuers and purchasers) positively confirm through their engagement with the Platform following mandatory review of these Terms and Conditions that their use of the Platform is in compliance with the laws of the country in which they reside, that they are not violating any laws through their use of the Platform, and that they bear the risk of any such violations, including where such violation is committed in good faith but nevertheless in ignorance of the law. Should the participant's use of the Platform prove to contravene laws applicable to the user, the participant risks the punitive consequences of their illegal action.

Whilst escrow procedures have been implemented to address the risk that the death of the Company's principals or those of an issuing user may result in loss of access to digital assets or funds held in escrow pending issuance, it is possible that such measures will not be followed, resulting in loss of purchase funds and/or digital assets.

Any form of breakdown, forking, abandonment, or malfunction of the relevant protocols underpinning any issuance could impair or destroy the functionality of the Platform.

There is no guarantee that the Platform will work in an error-free, uninterrupted state. Furthermore, there is the inherent risk that the Platform, allied theories and supporting technologies could have vulnerabilities, weakness, or bugs. The presence of such bugs, weaknesses, or vulnerabilities could lead to a complete or partial loss of Platform functionality, and/or recourse to purchased digital assets.

The dependence of blockchain technology on a decentralised mining network poses an inherent risk that, should a successful mining attack be undertaken, the software computations essential to the blockchain might be compromised or not executed in proper sequence.

Participants' loss of access to a wallet storing issued digital assets will result in loss of access to the digital assets stored therein. If participants' credentials are stolen, the contents of the associated wallet may be irretrievably misappropriated. Malfunctions or errors within participants' wallet may also result in loss of digital assets stored therein. In all cases, digital assets purchased by users may not be realised as property, due to inability to access users' wallets.

Cybercrime or unauthorised access to the Company's systems (including the Platform) may result in the loss, theft or inability to access issued assets or purchasing assets. Such instances will have an adverse impact on the ability to maintain the platform, or support digital asset issuances.

Regulations affecting the Company, and/or the Platform, and/or the users, are subject to change by the governance structure of relevant jurisdictions. Regulatory changes are theoretically limitless in scope, including retroactive action. Regulatory changes could result in loss or appropriation of digital assets, or cessation of the Company's business activities including support of the Platform and/or associated digital asset issuances.

In the event of uninsured loss or loss of value, you may have no recourse to any insurance, unless you have personally obtained private insurance, or the issuing user has arranged insurance with respect thereto.

Digital assets remain a comparatively new and relatively untested technology. In addition to the risks set out in this section, there are other risks associated with your use of the Platform for the acquisition, storage, transfer and use of digital assets, including risks that cannot be foreseen. Such risks may further materialise as unanticipated variations or combinations of the risks set out in this section.

**USE OF THE "PLATFORM" SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE AN EXPERTISE AND EXPERIENCE WITH STORAGE AND TRANSMISSION MECHANISMS OF CRYPTOGRAPHIC TOKENS. THE "COMPANY" WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF DIGITAL ASSETS OR ANY OTHER FUNDS RESULTING FROM ACTIONS TAKEN OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE RELEVANT EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT ENGAGE WITH OR OTHERWISE USE OR RELY ON THE "PLATFORM". YOUR USE OF THE "PLATFORM" IS DEEMED TO BE YOUR ACKNOWLEDGMENT THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.**

Should it be determined by the Company for any reason that the Platform is not viable and will not proceed, users will be refunded their payment, less any released payments, and any transaction fees coincident to such return.

Use of the Platform is subject to regulatory oversight and compliance with the Company's prerequisite customer due diligence protocols. Registrations may be refused by the Company at its sole discretion, and the Company is not required or expected to give reasons for any such refusal.

#### No Guarantee of Investment

Where users utilise the Platform as a mechanism to support the purchase of digital assets from an issuing user, the Platform does not guarantee that an order for purchase of digital assets will be fulfilled. A purchase can only be confirmed or guaranteed by an issuing user. In circumstances including but not limited to oversubscription, reorganisation of the issuing user, or issuing user system failure, resulting in an unsuccessful attempt to engage with, or purchase from, an issuing

user, the Company shall bear no liability or requirement to arrange such purchase. These terms and conditions

#### Accessing the Platform and Account Security

We reserve the right to withdraw or amend any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to specific users or a class thereof, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your account credentials are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you will be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that all information you provide to register with the Platform, including but not limited to through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorised access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Bermuda, United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your own direct use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own direct use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by the end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: [sales@blockchaintriangle.io](mailto:sales@blockchaintriangle.io)

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

#### Trademarks

The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company

or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

### Prohibited Uses

You may use the Platform only for lawful purposes as applicable to you in your jurisdiction of access, residence and/or nationality and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the European Union, the United States of America, or other countries) ("**Foreign Legislation**").
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorised purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.

- Introduce any viruses, trojan horses, worms, logic bombs or other material to the Platform which is malicious or technologically harmful.
- Attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper functioning of the Platform.

### User Contributions

The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "**User Contributions**") on or through the Platform.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

### Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including but not limited to circumstances where we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for the Company.
- Subject to the terms of our Privacy Policy, disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorised use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including, without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Nevertheless, we do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. You agree that we have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services (as defined below). User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organisation.
- Involve commercial activities or sales, such as contests, sweepstakes or other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

If you believe that any User Contributions violate your copyright, you agree to notify us directly by sending a notice of copyright infringement to [info@blockchaintriangle.io](mailto:info@blockchaintriangle.io) . It is the policy of the Company to terminate the user accounts of repeat copyright infringers.

#### Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### Changes to the Platform

We may update the content on the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

#### Information About You and Your Visits to the Platform

All information we collect on the Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

#### Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods, services, or information formed through the Platform or as a result of visits made by you are governed by separate documents more fully set out within the Platform. Whilst we facilitate, and introduce parties to, transactions, the terms of such transactions are determined between the users of the Platform in accordance with documentation available on the Platform and potential further documentation, including agreements, which may be provided by users to one another outside of the Platform.

Additional terms and conditions may also apply to specific portions, services or features of the Platform, depending on the features subscribed. All applicable such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

#### Linking to the Platform and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party sites to certain content on the Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the Platform.
- Cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party sites.

You may use these features solely as they are provided by us, and solely with respect to the content with which they are displayed, or otherwise in accordance with such additional terms and conditions we may provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Platform that is not owned by you.

- Cause the Platform or portions of it to be displayed, or appear to be displayed, by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Platform other than the homepage.
- Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorised framing or linking to immediately cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our sole discretion.

#### Links from the Platform

Where the Platform contains links to other sites and resources provided by third parties or other users, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the content of such sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such sites.

#### Geographic Restrictions

The owner of the Platform is incorporated and based in Bermuda. We provide the Platform for global use, with limited exceptions where regional concerns have been identified with respect to fraud, money laundering or terrorist financing. We make no claims that the Platform or any of its content is accessible, or permitted, according to the laws of any other jurisdiction, to be accessed from, any such jurisdiction outside of Bermuda. Access to the Platform may not be legal by certain persons or in certain countries, according to Foreign Legislation. If you access the Platform from outside of Bermuda, you do so on your own initiative and are responsible for compliance with applicable Foreign Legislation.

#### Governing Law/Jurisdiction

These terms and conditions are governed by the laws of the Islands of Bermuda. By using the Platform you irrevocably consent to the exclusive jurisdiction of the courts of Bermuda with respect to any matter arising out of, or related to, these terms and conditions, your use of the Platform, and any related matters.

#### Dispute Resolution/Limitation of Liability

Where a dispute arises between you and us, in addition to the jurisdiction of the courts of Bermuda as noted above, **our liability to you in any event of default, including any claim founded in negligence, product liability, or any other tort recognised under Bermuda law, shall be limited to the amount actually paid by you for your use of the Platform.**

Where a dispute arises between users of the platform, particularly but not limited to instances where a user (A) has contracted to purchase digital assets from another user (B), any cause of action between user (A) and user (B) shall be resolved according to the agreements in place between those users. The Company shall endeavour to facilitate resolution by negotiation between users, but shall not assume a formal role in negotiation nor shall the Company be obligated to assume a role as mediator in any such dispute. Disputes arising between users shall be determined according to the contractual relationship created between them and you agree not to initiate legal process against the Company on the basis of agreements or arrangements between you and another user.