

# TOKEN SALE PARTICIPATION, BQT USAGE AGREEMENT AND PRIVACY POLICY

WHEREAS, BQT, LTD - located in Malta and is a BQT token seller and provider of various technology services under the brand name "BQT" (hereinafter - "**BQT**", "we", "us");

WHEREAS, you ("you" or the "**User**") are an individual or entity that uses BQT currency; WHEREAS, [www.BQT.io](http://www.BQT.io) (the "**Website**") is the official website of BQT;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

## 1. DEFINITIONS

- 1.1. **Account** – online account created by the user at the Website.
- 1.2. **Blockchain** – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.
- 1.3. **BQT** – virtual currency tokens created by BQT, LTD and known as BQT.
- 1.4. **Cryptocurrency** - is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.
- 1.5. **Ethereum** – an open blockchain platform at [www.ethereum.org](http://www.ethereum.org).
- 1.6. **Ether** – is the name of the cryptocurrency used within Ethereum.
- 1.7. **TOKEN SALE** – a restricted initial coin offering by BQT to eligible Users regarding purchase of BQT.
- 1.8. **Services** – any services provided by BQT and/or its affiliates, including the services available to registered Users on the Website.
- 1.9. **Smart Contract** - means the Ethereum smart contract.
- 1.10. **Wallet** – any type of wallet used for storage of cryptocurrencies.
- 1.11. **Website**– Internet www-site located at <https://BQT.io>.

- 1.12. **Whitepaper** – the document located at the Website containing the TOKEN SALE conditions and describing BQT’s project and business model.

## **2. SCOPE OF THE AGREEMENT**

- 2.1. This Agreement sets out terms and conditions for participation in TOKEN SALE and usage of BQT.

## **3. ACCEPTANCE AND CHANGES TO THE AGREEMENT**

3.1. Your access to and use of the Website and/or any Services is subject exclusively to this Agreement. By registering to OR using the Website you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy, Dapp terms and conditions). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot use the Website and must immediately stop using the Website and/or the Services. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

3.2. This Agreement comes into effect at the moment you visit the Website OR use the Website OR register at the Website.

3.3. BQT may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website and/or the Services at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and/or the Services.

3.4. BQT may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that BQT shall not be liable to you for any such change or removal.

3.5. BQT is unregulated virtual currency. If there are any regulations imposed regarding BQT and virtual currencies, the terms and conditions of this Agreement and/or other conditions regarding usage of BQT may be changed significantly by BQT to meet such regulatory requirements.

3.6. Use of the Website and/or the Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

## **4. YOUR USAGE**

4.1. If you want to start using the Website and/or the Services, you must send Ether to the address stated at the Website. BQT is entitled to refuse your access to the Website without indicating the reasons.

4.2. BQT can also request you to provide any documents required to perform either your background check or check of your provided information.

4.3. BQT reserves the right to suspend the usage of the Services until your identity is completely verified.

4.4. Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or BQT, will not be the responsibility of BQT, its directors, associates or employees.

4.5. The User shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any information, data and/or content you provide: (i) will be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of BQT or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any law, statute, or regulation; (iv) will not be defamatory or libelous, and, (v) will not create liability for BQT.

4.6. You shall not use the Website and/or the Services for any purpose that is unlawful or prohibited by this Agreement and legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using the Services you will act honestly and in such way that it would meet the interests of both you and BQT. BQT has a right to restrict your usage of the Website and/or the Services without prior notice if you use the Website and/or the Services in unlawful or other unaccepted way.

## **5. PARTICIPATION REQUIREMENTS**

5.1. Before taking any action with respect to participation in the TOKEN SALE, you shall peruse and understand: (1) this Agreement (2) all the whitepapers of BQT published at the Website; (3) terms and conditions published at [www.BQT.io](http://www.BQT.io); (4) terms and conditions indicated in this Agreement; (5) the Website; and (6) other relevant documents and information published by BQT. The documents identified above are incorporated as integral parts to this Agreement. You shall refrain from purchasing any BQT until you understand and accept the documents identified above. By participating in the TOKEN SALE you expressly acknowledge and represent that you have carefully reviewed the aforementioned terms and conditions, and fully understand the risks, costs, and benefits associated with BQT and you agree to be bound by these terms and conditions.

5.2. You shall meet certain participation requirements set forth in the Website to participate in the TOKEN SALE. You shall participate in the TOKEN SALE only within such period and in such manner as set forth in the Website.

5.3. In addition to participation requirements set forth in the Website you shall represent, warrant, acknowledge and agree that: (a) you are of sufficient age (minimum 18 years of age) to participate in the TOKEN SALE and have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled; (b) you are legally permitted to participate in the TOKEN SALE and are legally permitted to receive and hold cryptocurrencies and tokens; (c) your participation in the TOKEN SALE is voluntary and based on your own

independent judgment without being coerced, solicited or misled by anyone else; (d) you have sufficient knowledge on cryptocurrencies, cryptographic tokens, cryptographic protocol and blockchain technology; (e) you do not contemplate to use BQT for any speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment; (f) you do not intend to break or misuse BQT and/or BQT for money laundering or any illegal activities; (g) you take sole responsibility for any restrictions and risks associated with participating in the TOKEN SALE, receiving and holding BQT, whether referred to in this Agreement, arising under any applicable law or otherwise; (h) you waive the right to participate in any class action lawsuit or any class wide arbitration against BQT and any person or legal entity associated with it; (i) you are participating in the TOKEN SALE to facilitate the development, testing, deployment and operation of BQT's products and services; (j) the proposed outcomes discussed in the Whitepaper may not be achieved; (k) BQT may not provide the rewards envisaged; (l) participating in the TOKEN SALE, receiving and holding BQT do not grant any ownerships rights in regard to BQT, decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of BQT; (m) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, you will not violate or attempt to violate the security of the Website; (n) you will not access information or data which you are not authorized to access; (o) you will promptly provide to BQT, upon request, any additional information which BQT may consider necessary in providing services on the Website; (p) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content; (q) you are not an individual who is a citizen, resident or tax resident of the United States of America (including all territories of this country), People's Republic of China and North Korea; (r) you are not a corporation, partnership or other legal entity formed under the laws of the United States of America (including all territories of this country), People's Republic of China and North Korea, as well as not an agency, branch or office located in the United States of America (including all territories of this country), People's Republic of China and North Korea; (s) your purchase of BQT is made for your own account as principal and is not made in anticipation of a further distribution of BQT to others; (t) you are purchasing BQT to actually use BQT's services and BQT as a virtual currency, not to speculate on its value; (u) by participating in the TOKEN SALE or receiving and holding BQT you acknowledge and agree that you fully understand that BQT may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that BQT and any of its affiliates may not be held liable for any loss arising out of, or in any way connected your participation in the TOKEN SALE or receiving and holding BQT; (v) all the representations, warranties and acknowledgments as laid out in this clause are true and accurate.

5.4. You shall only participate in the TOKEN SALE through BQT.

5.5. BQT is not offered to citizens, residents and/or tax resident of the United States of America (including all territories of this country) ), People's Republic of China and North Korea. If you are a citizen, a resident and/or a tax resident of the United States of America (including all territories of this country) ), People's Republic of China and North Korea or otherwise associated with these countries, you are not eligible to participate in the TOKEN SALE and cannot use BQT in any way.

5.6. You are only allowed to purchase BQT if and by buying BQT you covenant, represent, and warrant that you are neither a citizen, resident or tax resident of the United States of America (including all territories of this country), People's Republic of China and North Korea, nor do you have a primary residence or domicile in the United States of

America (including all territories of this country), People's Republic of China and North Korea. In order to buy BQT and by buying BQT you covenant, represent, and warrant that none of the owners or beneficiaries of the company, of which you are an authorized officer, are a citizen, resident or tax resident of the United States of America (including all territories of this country), People's Republic of China and North Korea, nor do you have a primary residence or domicile in the United States of America (including all territories of this country). Should this change at any time, you shall immediately notify BQT.

5.7. If buying, selling and usage of cryptocurrency and/or tokens, participation in the TOKEN SALE and/or other transactions indicated in this Agreement and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you oblige not to participate in the TOKEN SALE, not to use the Website and not to use or buy BQT. Failure to comply with local laws may result in the loss of your Account and any assets contained within.

5.8. BQT shall reserve the right to refuse selling BQT to anyone who does not meet criteria necessary for their buying, as set out in this Agreement, the Website and by the applicable law.

5.9. You understand and accept that the purchase and sale of cryptocurrencies and tokens of any kind (including BQT) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.

## 6. TOKEN SALE CONDITIONS

6.1. BQT as a company is to be set up and an initial coin offering will be conducted. The offering will be a virtual currency tokens known as a BQT. Funds raised by BQT will be given as grant towards the development of BQT as a project.

6.2. During the TOKEN SALE BQT as a company will issue tokens on the Ethereum blockchain operated by a smart contract and following the ERC20 protocol.

6.3. BQT will be issued in exchange for Ether based on the smart contract.

6.4. TOKEN TOTAL SUPPLY and TOKEN SALE stages:

**TOKEN FOR SALE: 1 000 000 000 BQT**

**TOKEN FOR DEVELOPERS AND ADVISORS FUND: 300 000 000 BQT**

**TOKEN TOTAL MAXIMUM SUPPLY: 1 300 000 000 BQT**

6.4.1. **Pre-TOKEN SALE.** In the pre-TOKEN SALE, 60 000 000 (6 percent % of total BQT sold) BQT will be sold to finalize the initial version of BQT before the full TOKEN SALE. The price of BQT will be 30,000 BQT per Ether.

6.4.2. **Full TOKEN SALE.** The amount to raise in full TOKEN SALE will be 37,600 Ether.

**BQT TOKEN PRICE:** First 200 000 000 BQT: 27 500 BQT = 1 ETH  
(price includes already 10% bonus tokens)

Next 100 000 000 BQT: 26 250 BQT = 1 ETH  
(price includes already 5% bonus tokens)

6.5. BQT will be allocated among participants of the pre-TOKEN SALE, the full TOKEN SALE as well as management and advisors to BQT. Pre-TOKEN SALE participants will be allocated maximum of six (6) percent (%) of all BQT sold via the TOKEN SALE. TOKEN SALE participants will be allocated rest of BQT sold other than pre-TOKEN SALE. Additional 300 000 000 BQT is allocated to the development and advisors fund as motivational tool to align the interest with the value of BQT as stated in 6.4. A part of these BQT tokens will be used as bounties during pre-TOKEN SALE and full TOKEN SALE.

6.6. The number of BQT tokens allowed for purchase by one User is not limited.

6.7. The TOKEN SALE conditions are indicated in more detail in the Whitepaper and the Website which are an integral part of this Agreement and you agree to be bound by them. To the extent the TOKEN SALE conditions indicated in this chapter 6 of the Agreement conflicts with the Whitepaper and the Website, the Whitepaper and the Website prevail.

6.8. BQT emission will be conducted via BQT website – [www.BQT.io](http://www.BQT.io). By participating in the TOKEN SALE you agree to be bound by all the terms and conditions of BQT. Failure to follow the TOKEN SALE instructions on the Website may limit, delay, or prevent you from purchasing BQT.

6.9. Any detected double spend of cryptocurrency and/or tokens will result in no BQT being provided to the relevant party.

6.10. BQT is available for purchase to eligible buyers only during the announced periods of the TOKEN SALE period as indicated in this Agreement, the Whitepaper and the Website.

## **7. BQT RIGHTS AND ATTRIBUTES**

7.1. BQT is not money or investment securities and the TOKEN SALE will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. BQT is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. BQT does not stand for any sort of investment contract for all intents and purposes. You shall not participate in the TOKEN SALE with a view to investment or speculation or in pursuit of any profit. Under this Agreement BQT does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.

7.2. BQT are cryptographic tokens created for access of BQT's products and services and benefits associated with it, i.e. discounts for BQT's products and services, advance payment for BQT's products and services, etc. However, there are no guarantees of their future use or value which can be zero.

7.3. You cannot expect profit from BQT and shall have no expectations of profit from the future success of BQT's business and/or the efforts of BQT or other persons. BQT value depends on your active involvement in using and promoting it.

7.4. The TOKEN SALE is not crowdfunding or initial public offer and you cannot participate in the TOKEN SALE with a view to crowdfunding or initial public offer.

7.5. BQT are not shares of BQT. BQT does not represent ownership interests or grant ownership, control and voting rights in BQT, as well as does not grant any rights to receive a share of BQT's profit.

7.6. BQT does not entitle you to any intellectual property rights in regard to BQT and its products and services.

7.7. BQT may unilaterally in its own discretion and to the fullest extent possible make decisions on spending, investing and otherwise using the funds received during the TOKEN SALE.

7.8. BQT is not required to consult with you regarding any activities and/or decisions of BQT or coordinate it with you. You will not have any influence in the development or governance of BQT.

7.9. BQT holders cannot request an audit of BQT and its business, and an investigation of BQT's activities.

7.10. BQT can be used for payments and other transactions associated with cryptocurrencies.

7.11. BQT is not obliged to redeem BQT in any case.

## **8. BQT's BUSINESS AND PRODUCTS**

8.1. BQT is building a peer to peer BQTing application in a technology driven blockchain era environment.

8.2. BQT has a live Alpha (not stable) Dapp located at [app.BQT.io](http://app.BQT.io). During the TOKEN SALE and for the time period indicated in the Whitepaper the Website and Dapp will allow peer to peer BQTing and at this stage there will be opportunity to use BQT's products or services via the Website. The Website will contain description of products and services of BQT and instructions regarding BQT purchase.

8.3. BQT will put effort, but it is not obliged to implement goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere. However, neither BQT, nor its management, employees, advisors, partners, affiliates or any other persons associated with BQT shall not be held liable for not achieving goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere.

## **9. REFUNDS**

9.1. There will be no refunds in regard to the TOKEN SALE, BQT purchase and usage for any reason, including, but not limited to, loss of your BQT due to technical reasons, errors, malfunction of the wallet, transaction failures, etc. All BQT are sold as-is without any guarantee.

9.2. By participating in the TOKEN SALE, you are confirming that you have read and understand our no refunds policy, and you acknowledge that all purchases are final and non-refundable, and BQT is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the TOKEN SALE.

## **10. TAXES**

10.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of this Agreement, the TOKEN SALE, BQT and usage of BQT, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation or trading of BQT (no matter whether acquired by participating in the TOKEN SALE (or otherwise acquired)). You acknowledge and agree that BQT has no responsibility to collect, report or remit any applicable taxes in connection with this Agreement, the TOKEN SALE, BQT and usage of BQT. You hereby agree to fully indemnify, defend and hold BQT (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with this Agreement, the TOKEN SALE, BQT and usage of BQT.

10.2. You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. BQT provides no advice and makes no representation as to the tax implication of any jurisdiction.

## **11. RISKS**

11.1. You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the TOKEN SALE. Participating in the TOKEN SALE will be deemed as you having accepted all the risks outlined in this Agreement.

11.2. BQT price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in BQT value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. BQT cannot and does not guarantee any market liquidity for BQT. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of BQT may be markedly different in different jurisdictions.

11.3. While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive BQT of sufficient resources to continue to operate.

11.4. Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. BQT may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with BQT, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of BQT to further conduct business. The development, marketing, promotion or otherwise of BQT may be seriously affected, hindered or terminated as a result.

11.5. Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including BQT. This could result in the theft, loss, disappearance, destruction or devaluation of BQT. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit BQT accurately guide the development of BQT to take into account such unforeseeable changes in the domains of cryptography or security.

11.6. BQT cannot guarantee the software used by BQT to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of BQT and consequently bring adverse impact on the value of BQT.

11.7. Ethereum is an open source project and supported by the community. BQT does not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of BQT and in the worst-case scenario, could ruin the sustainability of BQT.

While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

11.8. The Ethereum source code and the software used by BQT could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects BQT's operation or market value.

11.9. The blockchain rests on open-source software. Regardless of BQT's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of BQT. This could consequently result in the loss of BQT held by you.

11.10. The loss or destruction of a private key required to access BQT may be irreversible. You are required to safeguard the private keys relating to your own BQT wallets. To the extent such private key is lost, destroyed or otherwise compromised, neither BQT, nor anyone else will be able to access the related BQT.

11.11. BQT is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization. The circulation and trading of BQT on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any BQT from any user or BQT holder. Nor does anyone guarantee the liquidity or market price of BQT to any extent. BQT has no control over market price or liquidity of BQT once BQT start to trade in the open market.

11.12. It is possible that BQT's product and services or BQT will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of BQT's business.

11.13. BQT, as developed, may not meet your expectations. You acknowledge that BQT is currently under development and may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of BQT held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of BQT. Furthermore, you acknowledge that BQT project may never be fully completed or released.

11.14. You understand and accept that hackers or other groups or organisations may attempt to steal BQT or otherwise interrupt or cease BQT's business or usage of BQT.

11.15. Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe BQT's future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which BQT operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to BQT or persons acting on behalf of BQT are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, BQT undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of BQT, its officers or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

11.16. The Internet industry is comprised of a number of participants and is subject to rapid change and competition BQT faces from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share, especially BQT's first mover status. Any of these occurrences could adversely affect the BQT's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website, the Whitepaper or elsewhere are based on BQT's management personal experience, contacts and feedback from the market. There can be no assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the understanding of BQT's business model metrics and projected returns and values as presented by directors in this Agreement, the Website, the Whitepaper or elsewhere.

11.17. You acknowledge and agree that in no event shall BQT be liable or responsible for any loss in any way arising out of your participation in the TOKEN SALE, receiving and holding BQT, or use of the Website and BQT is hereby released by you from liability for any and all such loss.

## **12. ANTI-MONEY LAUNDERING POLICY**

12.1. BQT reserves the right to conduct "know your customer" procedure and any other kind of customer due diligence on you at any time (including after the close of the TOKEN SALE). If BQT discovers your purchase of BQT violating this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of BQT under the TOKEN SALE shall be invalid with retroactive effect and BQT shall be entitled to immediately terminate this Agreement with you, deny your access to the TOKEN SALE, reject delivery of any BQT and request return of any delivered BQT, irrespective of any payment that you could have made.

12.2. You may be required to provide BQT with certain personal information, including but not limited to, your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. BQT may also require you to answer certain questions or take certain actions in order to verify your identity or comply with applicable law. In submitting this personal information, you verify that the information is accurate and authentic, and you agree to update it if any information changes. You hereby authorize BQT to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

12.3. Use of BQT is subject to international export controls and economic sanctions requirements. By acquiring BQT, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire BQT if you are on any sanctions list or you intend to use BQT in association with any persons or entities that are listed on any sanctions list.

## **13. PROHIBITED ACTIVITIES**

13.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency.

13.2. You may not use your BQT to engage in the following categories of prohibited activity and you confirm that you will not use BQT to do any of the following:

13.2.1. Engage in a transaction involving the proceeds of any unlawful activity;

13.2.2. Defraud or attempt to defraud BQT;

13.2.3. Provide false, inaccurate or misleading information;

13.2.4. Infringe upon BQT's or any third party's copyright, patent, trademark, or intellectual property rights;

13.2.5. Take any action that imposes an unreasonable or disproportionately large load on BQT's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

13.2.6. Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;

13.2.7. Otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through password mining or any other means;

13.3. BQT reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. BQT reserves the right to cancel and/or suspend your Account and usage of BQT immediately and without notice if we determine, in our sole discretion, that your Account and usage of BQT is associated with prohibited use, and/or a prohibited business, and or illegal activity under applicable law.

## **14. LIABILITY AND INDEMNIFICATION**

14.1. You are responsible for actions performed by participating in the TOKEN SALE, using the Website and BQT.

14.2. You acknowledge that participating in the TOKEN SALE, purchasing BQT and using BQT involves risk and you will not hold BQT accountable for any gains or losses that you incur as a result.

14.3. By participating in the TOKEN SALE or receiving and holding BQT, to the extent permitted by applicable law, you agree that BQT, and other parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your participation in the TOKEN SALE or receiving and holding BQT in any manner. Additionally, as a user of BQT and BQT's products and services, you acknowledge that BQT has no responsibility for

any injury, direct or indirect loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of participation in the TOKEN SALE, usage of the Website or any of our services.

14.4. You understand and agree that BQT and/or other parties (including, but not limited to, any managers, employees, advisors) shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of BQT. You understand and expressly agree that BQT and/or other parties (including, but not limited to, any managers, employees, advisors) shall not guarantee in any way that BQT might be sold or transferred during or after the TOKEN SALE.

14.5. BQT are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your participation in the TOKEN SALE and use of the Website and buying of any amount of BQT and its use.

14.6. You understand and acknowledge that the Services are being provided to you "as is" and "as available" without warranty of any kind. BQT specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or non-infringement. BQT does not guarantee continuous, uninterrupted, error-free or secure access to any part of the TOKEN SALE, Website or our services.

14.7. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold BQT and/or any of BQT's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, and/or liabilities (including, but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and/or arising out of or related to your participation in the TOKEN SALE, receiving and holding BQT, your use of the Website, your breach of this Agreement, your misuse of the TOKEN SALE or BQT, or your violation of any law, rule or regulation, or the rights of any third party.

14.8. In the event that BQT and/or its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree cover any damages, including legal fees, that BQT incur as a result.

14.9. You hereby expressly agree that, to the maximum extent permitted by the applicable law, BQT does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, the Website and/or BQT, or the material, information, software, facilities, services or content on the Website, from buying of the tokens or their use by the user, regardless of the basis, upon which the liability is claimed and even if BQT has been advised of the possibility of such loss or damage.

14.10. In any case, total amount of BQT's aggregate liability under this Agreement may not exceed 10 (ten) EUR. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure

compliance with any legislation relevant to your country of domicile concerning participation in the TOKEN SALE, use of the Website and use and buying of BQT, and that BQT should not accept any liability for any illegal or unauthorized use of the Website and use and buying of BQT.

14.11. The content and services provided by BQT are for informational purposes only and are not intended to provide legal, financial, tax, accounting or investment advice. We assume no liability for any information provided by our employees, directors, or affiliates, regardless of its accuracy. Any action taken by you is your decision, and you relieve BQT of any liability for any outcome that may occur.

14.12. The Website, the Whitepaper and other documents may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of BQT to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. You must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur. By participating in the TOKEN SALE, receiving and holding BQT, or using the Website, you acknowledge and agree that you fully understand and accept the risks in this clause 14.12, and to the extent permitted by applicable law, you agree that BQT will not be held liable for any loss arising out of, or in any way connected with your participation in the TOKEN SALE, receiving or holding BQT or use of the Website.

## **15. FORCE MAJEURE**

15.1. BQT shall not be liable in any way for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications of Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity of enforceability of any remaining provisions.

## **16. DISCLAIMERS AND WAIVERS**

16.1. You shall accept the Website and the TOKEN SALE "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied,

including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.

16.2. The Website and the Whitepaper does not purport to contain all the information that you may require. In all cases, you should conduct your own investigation and analysis of BQT and its business, and the data contained in the Website and the Whitepaper.

16.3. BQT does not make any representation or warranty as to the accuracy or completeness of the information contained in the Website and the Whitepaper. Furthermore, BQT shall not have any liability to the recipient or any person resulting from the reliance upon the Website and the Whitepaper in determining to participate in the TOKEN SALE and use BQT.

16.4. You must rely on your own investigation of all financial information indicated in the Website and the Whitepaper and no representations or warranties are or will be made by BQT as to the accuracy or completeness of such information.

16.5. BQT makes no representation about the underlying value of BQT.

16.6. The Website and the Whitepaper are prepared for your general information only. It is not intended to be a recommendation to participate in the TOKEN SALE and/or use BQT.

## **17. SECURITY**

17.1. You are responsible for maintaining the confidentiality and security of your Account ID and password, and accept responsibility for all activities that occur under your Account or password. You must notify BQT immediately in the event that the security of your login or password has been breached or compromised.

17.2. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website and/or use BQT.

17.3. You agree to not hold BQT liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the TOKEN SALE and usage of BQT.

17.4. BQT shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

17.5. BQT does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. BQT will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

## **18. PRIVACY POLICY**

18.1. BQT might ask you to provide your personal data.

18.2. Personal data refers to any information, whether true or not, about an individual who can be identified from that information; or from that information and other information to which we have or are likely to have access, including information in our records as may be updated from time to time, and any other information relating to any individuals which you may have provided us from time to time in your interaction with us.

18.3. Your personal data that you provide will be used to identify you as the BQT holder and to execute this Agreement. BQT commits to protect your personal data and disclose it only when it is necessary to execute this Agreement or it is required by the Agreement or applicable law. You expressly authorize BQT to store, process, use and transmit to third parties the information required to execute this Agreement.

18.4. You confirm that you have entered correct data about yourself in every required form and that afterwards, when changing or adding any data at the Website, you will enter only correct data. You shall bear any losses that occur regarding to the submission of invalid/incorrect data.

18.5. BQT may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw the above consent at any time.

18.6. BQT may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

## **19. WEBSITE USAGE**

19.1. You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.

19.2. The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended to visit by BQT. In addition BQT does not guarantee their safety and conformity with any user expectations. Furthermore, BQT is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by BQT of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.

19.3. The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.

19.4. BQT does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or

omissions. BQT shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

19.5. The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

19.6. BQT reserves the right, at its sole and absolute discretion and without giving prior notice, to 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. BQT also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. BQT will not be liable for any loss which may be incurred as a result of such action.

19.7. BQT reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

## **20. INTELLECTUAL PROPERTY**

20.1. The URLs representing the Website, "BQT" and all related logos of our services described in our Website are either copyrighted by BQT and are trademarks of BQT. In addition, all page headers, custom graphics, design, button Token Salens, scripts, source code, content are copyrighted by BQT. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of BQT. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

20.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with BQT. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach this Agreement.

20.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of BQT.

## **21. REPRESENTATIONS AND WARRANTIES**

21.1. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the TOKEN SALE and BQT purchase are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.

21.2. By participating in the TOKEN SALE and buying BQT hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving BQT are being used to facilitate any criminal or illegal activity.

21.3. You hereby certify to us that any funds used by you in connection with participation in the TOKEN SALE are either owned by you or that you are validly authorized to carry out transactions using such funds.

21.4. You represent and warrant that you have such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks purchasing cryptocurrencies and specifically BQT and are able to bear the economic risk of total loss of such purchase.

## **22. TERMINATION (LIMITATION) OF THE AGREEMENT**

22.1. The term of this Agreement is for a period of time when you successfully register for the Account until this Agreement is terminated for whatever reason. Account cancellation shall mean the Agreement termination.

22.2. At any time and for any reason in its sole discretion BQT may terminate this Agreement, your access to the TOKEN SALE and/or the Website, your Account and may halt any pending transactions and/or funds and/or BQT at any time without notice to you. BQT shall have no liability or obligation for the termination of this Agreement.

22.3. In case of termination of this Agreement for any reason you will not be refunded with any amount of BQT.

## **23. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION**

23.1. Jurisdiction of the United States of America (including all territories of this country), People's Republic of China and North Korea is specifically excluded from the TOKEN SALE and this Agreement.

23.2. BQT reserves the right to change the jurisdiction of BQT and this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, BQT's products and services and other activities related to the TOKEN SALE and BQT's business.

23.3. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with this Agreement, shall be governed by the law of the Malta.

23.4. Any disagreements or disputes of the User and BQT, arising from this Agreement, shall be settled by negotiations between the User and BQT. In case of failure to reach an agreement in 14 (fourteen) days, a party of this Agreement must make a claim within 30 days any disputes, disagreements or claims, arising from this Agreement or related to it, its breach, dissolution or validity, that have not been solved by the User and BQT, shall be settled in the competent court of Malta. Both the User and BQT hereby submit to the exclusive jurisdiction of the courts in Malta. Failure to raise a claim within 30 days from the failure of the negotiations, a party loses its right to file the claim in the state court or any other instance, court or arbitration.

23.5. Any User that breaks any law in their jurisdiction of residence or nationality by using BQT or any service provided by BQT shall be liable for any damages incurred by BQT as a result and agrees to forfeit any assets within their BQT account, at the discretion of BQT or its employees.

## **24. MISCELLANEOUS PROVISIONS**

24.1. You confirm that you have read this Agreement, understood its terms, conditions and consequences.

24.2. 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.

24.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or registered post/courier if BQT requests such type of delivery.

24.4. BQT has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal data.

24.5. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. BQT may freely assign this Agreement and/or delegate its duties without consent or notice.

24.6. This Agreement together with the Whitepaper and any terms and conditions published from time to time on the Website constitutes the entire agreement among the Parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

24.7. You agree to refrain from making, any negative, detracting or unfavourable statements concerning BQT, BQT, any subsidiaries or affiliates, their respective business or business endeavours, products or product history, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of BQT, BQT, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of BQT or any subsidiaries or affiliates of its business or business endeavours.

24.8. This Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and BQT.

24.9. To the extent that Agreement, the Whitepaper, any terms and conditions published from time to time on the Website conflict with translated copies, the English version prevails.

## 25. PRIVACY POLICY

### Introduction

BQT.io and its affiliates (hereinafter, "BQT", "the dapp", "the Company", "we", "us" or "our") are committed to protecting and respecting your privacy. In addition, we recognize that persons who use BQT value their privacy.

This Privacy Policy together with our Terms of Service governs our collection, processing and use of your Personal Information. By accessing BQT, you are consenting to the information collection and use practices described in this Privacy Policy.

### Purpose of Privacy Policy

The purpose of this Privacy Policy is to set out in an accountable and transparent way the collection and use of information by BQT.

### Personal Information

"Personal Information" is information which identifies you personally or by which your identity can reasonably be ascertained. This may include but is not limited to:

1. Full legal name, address for service, e-mail address, phone number, date of birth, photographic identification, government issued identification and other contact details.
2. Your blockchain wallet addresses.
3. Ethereum network information related to transactions.

4. We may receive Ethereum network information from you as a result of your interaction with BQT.
5. BQT requires the highest level of browser permissions that could potentially lead to procurement of more Personal Information than enclosed in the definition of Personal Information.
6. BQT requires the use of MetaMask and may obtain additional information from MetaMask related to Ethereum address and transactions.
7. World Wide Web related information, including but not limited to IP Addresses, operating system and browser type may be received by BQT as a result of your interactions with BQT.
8. BQT uses Google Analytics for purposes of monitoring web traffic. Any identifying information collected via Google Analytics is controlled by Google.
9. Ethereum blockchain and other public blockchains provide transparency into transactions and BQT is not responsible for preventing or managing information broadcasted on a blockchain.

### **Purpose of Personal Information collection**

Personal Information is collected in order to:

1. Provide our services efficiently and effectively.
2. inform you about BQTing and financing features;
3. develop, enhance, market and deliver products and services to you;
4. understand your needs and your eligibility for products and services;
5. provide information to you about developments and new products, including changes and enhancements to the Site;
6. process billing and collection of any fees;
7. conduct surveys and get feedback from you;
8. establish and maintain a responsible commercial relationship with you;
9. provide you with news and other matters of general interest to you as a BQT customer; and,
10. meet BQT's legal and regulatory requirements (eg, information required to verify your identity).

### **Security, Protection and Use of Personal Information**

BQT is committed to protecting your privacy. Internally, only employees with a business have access to know Personal Information, or whose duties reasonably require access to it are granted access to Personal Information. BQT's systems and data are constantly review to ensure that you are getting the best of class service and that market leading security features are in place.

BQT reserves the right to retain and share certain personal Information in order to meet our regulatory and statutory requirements and further to out contractual agreements with partners and third parties.

Personal Information and other related data may be exported outside of the jurisdiction in which you reside. Your Personal Information may be processed and stored in a foreign country or countries. Under those circumstances, the governments, courts, law enforcement or regulatory agencies of that country or those countries may be able to obtain access to your Personal Information through foreign laws. You need to be aware that the privacy standards of those countries may be lower than those of the jurisdiction in which you reside. You should note that you are not obliged to give your Personal Information to BQT, but if you choose not to do so, we may not be able to provide our services, or your access to our services may be limited.

## **Cookies**

We may use a browser feature known as a "cookie", which assigns a unique identification to your computer. Cookies are typically stored on your computer's hard drive. Information collected from cookies is used by us to evaluate the effectiveness of our Site, analyse trends, and administer the dapp. The information collected from cookies allows us to determine such things as which parts of our Site are most visited and difficulties our visitors may experience in accessing our Site. With this knowledge, we can improve the quality of your experience on the dapp by recognising and delivering more of the most desired features and information, as well as by resolving access difficulties. We also use cookies and/or a technology known as web bugs or clear gifs, which are typically stored in emails to help us confirm your receipt of, and response to, our emails and to provide you with a more personalised experience when using our Site. We may use third party service provider(s), to assist us in better understanding the use of our Site. Our service provider(s) may place cookies on the hard drive of your computer and may receive information that we select that will educate us on such things as how visitors navigate around our site, what products are browsed, and general Transaction information. Our service provider(s) analyses this information and provides us with aggregate reports. The information and analysis provided by our service provider(s) will be used to assist us in better understanding our visitors' interests in our Site and how to better serve those interests. The information collected by our service provider(s) may be linked to and combined with information that we collect about you while you are using the Site. Our service providers are contractually restricted from using information they receive from our Site other than to assist us. By using our Site you are agreeing that we may use cookies for the purposes set out above.

## **Consent**

Consent is required for the collection of Personal Information and the subsequent use of disclosure of Personal Information. The form of consent may vary depending upon the circumstances and the type of Personal information obtained. Your agreement with BQT's Terms of Service constitutes your consent to the collection and use of Personal Information as described in this Privacy Policy. BQT reserves the right to use and disclose Personal Information without your knowledge or consent as permitted by applicable law.

## **Disclosure of Personal Information**

We use the Personal Information for the purposes indicated at the time you provide us with such information, and/or otherwise for the purposes set out in this Privacy Policy and/or as otherwise permitted by law. We may make available the Personal Information that you provide to us to our affiliates, agents, representatives, service providers and contractors for these purposes.

We also reserve the right to disclose Personal information that BQT believe, in good faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability or harm, to investigate and respond to third-party claims or allegations, to respond to a court order or official requests, to protect security or integrity of the dapp and to protect the rights, property or safety of BQT, our uses or others.

We may share Users' Personal Information with any financial dispute resolution scheme to which the Company subscribes, and other law enforcement bodies, regulatory agencies, courts, arbitration bodies and dispute resolution schemes, both in Malta and internationally, as may be required by law.

If you request it in writing, we may share your Personal Information with your nominated advisers. Except where disclosure of your Personal Information is required by law or

requested by you, we will generally require any third party which receives or has access to Personal Information to protect such Personal Information and to use it only to carry out the services they are performing for you or for us, unless otherwise required or permitted by law. We will ensure that any such third party is aware of our obligations under this Privacy Policy and we will take reasonable steps to ensure that contracts we enter with such third parties binds them to terms no less protective of any Personal Information disclosed to them than the obligations we undertake to you under this Privacy Policy or which are imposed on us under applicable data protection laws.

In the event that BQT is involved in a merger, acquisition, sale, bankruptcy, insolvency, reorganization, receivership, assignment or the application of laws or change of control, there may be a disclosure of your information to another entity related to such an event.

### **Access and Changing of Personal Information**

You have the right to access the Personal Information we hold about you, and to require the correction, updating and blocking of inaccurate and/or incorrect data by sending an email to us. We will usually respond to your request within 14 days. You may also request the deletion or destruction of your Personal Information, your Account details or your Transaction details by sending an email to us. BQT will act on your request only when it is not inconsistent with its legal and regulatory obligations and compliance procedures. Upon your written request, we will inform you of the use and general disclosure of your Personal Information. Depending on the nature of your request, there may be a minimal charge for accessing your Personal Information.

### **Security**

We take reasonable steps to protect your Personal Information from misuse, loss, unauthorised access, modification or disclosure, including implementing appropriate security measures. The security measures in place will, from time to time, be reviewed in line with legal and technical developments. However, we give no guarantee that such misuse, loss, unauthorised access, modification or disclosure will not occur.

There are protective measures that you should take as well which include but are not limited to changing password regularly, not sharing your Personal Information with others unless you clearly understand the purpose of their request and you know with whom you are dealing.

### **Retention of Personal Information**

We will hold your Personal Information only for as long as it is necessary for us to do so, having regard to the purposes described in this Privacy Policy and our own legal and regulatory requirements. In general, Personal Information relating to your Account for at least a period of five years after your Account is closed. Similarly, we usually retain information about Transactions on your Account for a period of five years from the date of the Transaction. Personal Information which is collected for other purposes will be discarded in accordance with our policies in place from time to time.

### **Links**

There may be links from our Site to other sites and resources provided by third parties. This Privacy Policy applies only to our Site. Accessing those third party sites or sources requires you to leave our Site. We do not control those third party sites or any of the content contained therein and you agree that we are in no way responsible or liable for any of those third party sites, including, without limitation, their content, policies, failures, promotions, products, services or actions and/or any damages, losses, failures or problems caused by,

related to or arising from those sites. We encourage you to review all policies, rules, terms and regulations, including the privacy policies, of each site that you visit.

### **Changes**

Our policies, content, information, promotions, disclosures, disclaimers and features may be revised, modified, updated, and/or supplemented at any time and without prior notice at the sole and absolute discretion of the Company. If we change this Privacy Policy, we will take steps to notify all Users by a notice on our website and will post the amended Privacy Policy on the website.

### **Contact Us**

If you have any questions, comments, or concerns regarding our Privacy Policy and/or practices as it or they relate to the dapp, please contact us at [pr@BQT.io](mailto:pr@BQT.io)