



# BLOCKCHAIN TRADING WORLD

## TERMS AND CONDITIONS

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This page informs you of the Terms and Conditions governing use of the information and functionality offered at <http://buyandsell.io> (“Web site”). By using the Web site, you agree to be bound by these Terms and Conditions.

- ① 1. The Web site does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.
- ① 2. By transferring ETH, BTC, or any other cryptographic tokens (“Cryptocurrency”) to obtain BUY&SELL (“BAS” or “BAS tokens”) and/or receiving BAS, no form of partnership, joint venture or any similar relationship is created between the user and the creators of BAS and/or any other individuals involved with the Web site or BAS.
- ① 3. By transferring Cryptocurrency to obtain BAS tokens and/or receiving BAS, the user confirms that the user is neither a United States citizen nor resident, and the user does not have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, or any other territories of the United States, and the user is not acting on behalf of United States citizen, resident or entity.
- ① 4. By transferring Cryptocurrency to obtain BAS tokens and/or receiving BAS, the user expressly represents and warrants that:
  - ➡ a. The user has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens and blockchain-based software systems;
  - ➡ b. The user has carefully reviewed the code of the smart contract located on the Ethereum blockchain at the addresses set forth on the Web site and fully understands and accepts the functions implemented therein;
  - ➡ c. The user is legally permitted to transfer Cryptocurrency to obtain BAS tokens, and is legally permitted to obtain BAS in the user’s jurisdiction;
  - ➡ d. The user is legally permitted to receive software and interact with the BAS tokens smart contract;



- ➔ e. The user is of a sufficient age to legally obtain BAS tokens;
- ➔ f. The user will take sole responsibility for any restrictions and risks associated with obtaining BAS tokens by the smart contract system;
- ➔ g. The user is not submitting Cryptocurrency to obtain BAS for the purpose of speculative investment;
- ➔ h. The user is not obtaining or using BAS for any illegal purposes;
- ➔ i. The user waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the Web site or with the creation or distribution of BAS tokens;
- ➔ j. The user understands that submitting Cryptocurrency to obtain BAS does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- ➔ k. The user understands and expressly accepts that there is no warranty whatsoever on BAS, expressed or implied, to the extent permitted by law, and that the smart contract system is used and BAS are obtained at the sole risk of the user on an “as is” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- ➔ l. The user understands that the user has no right against any party to request any refund of the Cryptocurrency submitted to obtain BAS tokens under any circumstance;
- ➔ m. The user understands that the user bears the sole responsibility to determine if the transfer of the Cryptocurrency to obtain BAS tokens, the obtaining, ownership, or use of BAS, and/or any other action or transaction related to BAS may have tax implications for the user;
- ➔ n. By obtaining, owning or using BAS, and to the extent permitted by law, the user agrees not to hold any party liable for any tax liability associated with or arising from obtaining, owning or using BAS or any other action or transaction related to the Web site.

- ⑤ 5. The user acknowledges and agrees that, to the fullest extent permitted by any applicable law, the user will not hold any developers, contractors or creators of BAS tokens and/or the Web site liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, BAS tokens or the Web site under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, contractors or creators of the Web site and/or BAS tokens shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the Web site and/or BAS tokens.
- ⑥ 6. By obtaining, holding or using BAS tokens, and to the extent permitted by law, the user agrees not to hold any third party (including developers, contractors or creators) liable for any regulatory implications or liability associated with or arising from obtaining, owning or using BAS or any other action or transaction related to the Web site.
- ⑦ 7. The user understands and accepts that the network of miners will be ultimately in control of the BAS tokens smart contract. The user understands that a majority of these miners could agree at any point to make changes to the official smart contract system and to run the new version of the smart contract system.
- ⑧ 8. The user agrees that if any portion of these Terms and Conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms and Conditions, which shall continue to be in full force and effect.

9. These Terms and Conditions are effective as of 1 October 2017 and will remain in effect, except with respect to any changes in their provisions in the future, which will be in effect immediately after being posted on this page. The Terms and Conditions can be updated or changed at any time and you should check these Terms and Conditions periodically. Your continued use of the Web site and/or BAS tokens after any modifications to the Terms and Conditions are posted on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Terms and Conditions. For any material changes to these Terms and Conditions, we will notify you either through the email address you have provided on the Web site, or by placing a prominent notice on this page.