



BitMinutes ICO Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of cryptographic tokens – BitMinutes (hereby referred to as “BMT”). The ICO is managed by the BitMinutes platform (“Platform”) to provide the worldwide pre-paid mobile phone minutes backing the token and reserve the purchases of the BMT to be issued and executed through The BitMinutes Team to purchasers of BMT (“Purchasers” collectively, and “Purchaser” individually). This document is not a solicitation for investment and does not pertain in any way to be an offering of securities in any jurisdiction. This document describes the ICO in which the token (BMT) is sold. For the purposes of this document, the term “minutes” shall mean prepaid minutes by any cellular carrier worldwide.

IMPORTANT

Ownership of BMT pertain solely to ownership of BMT itself and of the underlying pre-paid minutes assets, carrying no rights in the Platform, explicit or implied. Purchases of BMT are non-refundable. Purchasers should have no expectation of influence over governance of the Platform. By participating in the sale of BMT, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs and benefits of purchasing BMT and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase BMT in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold BMT, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of BMT or our parent or affiliates, now or in the future and any other member of the BitMinutes Team (collectively the “BitMinutes Team & Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of BMT.

DO NOT PURCHASE BMT IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Purchases of BMT should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the BitMinutes Team will be available to assist Purchasers of BMT during the sale, the BitMinutes Team will not be responsible in any way for loss of BTC or BMT resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase BMT or participate in the sale of BMT.

WARNING: PURCHASERS OF BMT MUST BE MADE AWARE OF CERTAIN FACTORS

Prior to purchasing BMT, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase BMT. By purchasing BMT, and to the extent permitted by law, you are agreeing not to hold any of the BitMinutes Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of BMT, including losses associated with the terms set forth below.

TERMS AND CONDITIONS

1. Overview of ICO of BMT

The Platform requires, for proper operation and comprehensive utilization, a cryptographic token called BMT. For the duration of the ICO, each purchase of an BMT token is backed by pre-paid minutes of mobile phone time on worldwide carriers. The BitMinutes Platform instantly converts BMT into prepaid minutes at the request of the BMT owner, and reserves the BMT tokens held by the BitMinutes Team post-ICO. Purchasers in the ICO will reserve BMT in exchange for US Dollars, BTC, ETH at the rate of US\$.10. Purchasers of BMT in the ICO will be enabled to claim their purchase of BMT from BitMinutes once the ICO ends on March 1st, 2018. All BMT sold in this manner will be minted by the BitMinutes Project's initial Block -- the initial block of the BitMinutes Team's blockchain which constitutes the inception of operation of the system -- which is expected to be created during the month of February 2018, although there are no guarantees that this will occur in accordance to such a time-frame. After such time, the BitMinutes Team will allocate the purchased BMT to the corresponding user account on the web site, delivering it to their control.

TIMING OF SALE

The ICO will begin at 00:00:00 GST on March 1, 2018. -- The ICO will run for 120 days and will end at 23:59:59 GST on June 30, 2018 or when all the BMT are sold. The BitMinutes Team reserves the right to extend the sale duration for any reason, including the unavailability of the website <https://BitMinutes.com> or other unforeseen security or procedural issues. The sale will finish at the designated end date above, or when all BMT tokens have been sold. Though it does not currently anticipate doing so, the BitMinutes team reserves the right to shorten the sale duration for any alternative reason.

2. BMT Pricing & Issuance

At its purchase during the ICO, each BMT valued at US\$0.10 and backed by that value in pre-paid minutes. For the duration of the ICO, the price to reserve an BMT token is US\$.10. The use of proceeds of the amount sold will be approximately as follows: 60% micro-loans and/or pre-paid minutes fulfilment, 25% marketing costs, 10% operational and salary costs and 5% treasury and overhead. The total amount of BMT tokens to be issued during the ICO is estimated to 200 million. If the demand for tokens exceeds the supply, BitMinutes Team may issue additional tokens at its discretion.

3. Disclosure of Purchases

In the spirit of openness, and to enable BMT Purchasers to have as much information as possible to guide their decision-making process, the BitMinutes Team will disclose on a daily basis, the total number of BMT sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing BMT pool at the time of their BMT purchase.

4. BitMinutes Team Will Not Purchase BMT During ICO.

The BitMinutes Team warrants that it will not purchase BMT in its own sale. Furthermore, the BitMinutes Team warrants that it will not purchase BMT from any third party, or acquire BMT in any manner, or acquire future control of BMT, during the period of the ICO.

5. All Purchases of BMT Are Non-Refundable

ALL PURCHASES OF BMT ARE FINAL. PURCHASES OF BMT ARE NON-REFUNDABLE. BY PURCHASING BMT, THE PURCHASER ACKNOWLEDGES THAT NEITHER BITMINUTES PLATFORM NOR ANY OTHER OF THE BITMINUTES TEAM & PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY BMT THAT IS NOT USED OR REMAINS UNUSED.

6. Taxation of BMT and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of BMT with BTC or the potential appreciation or depreciation in the value of BMT over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing BMT, and to the extent permitted by law, the Purchaser agrees not to hold any of the BitMinutes Team & Parties liable for any tax liability associated with or arising from the purchase of BMT.

7. Privacy

Although the BitMinutes Team requires that Purchasers based in the United States provide proof of identity for AML and KYC purposes, the BitMinutes Team will not publish any identifying information related to a BMT purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by the BitMinutes Team or the BitMinutes Platform regarding a purchase.

8. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING BMT AT THE PURCHASER'S SOLE RISK AND THAT BMT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE BITMINUTES TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING BMT WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE BMT OR THE BITMINUTES TEAM & PARTIES 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 NONE OF THE BITMINUTES PARTIES SHALL 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 INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, BMT. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE BITMINUTES TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF

BMT, AND THAT THE RISK OF PURCHASING AND USING BMT RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE BITMINUTES TEAM & PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE BITMINUTES PLATFORM FOR THE PURCHASE OF BMT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE BITMINUTES TEAM

10. Force Majeure

The BitMinutes Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

11. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and the BitMinutes Team with respect to the purchase and sale of BMT. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document governs the sale of BMT and supersede any public statements about the ICO made by third parties or by the BitMinutes Team or individuals associated with any of the BitMinutes Team & Parties, past and present and during the ICO.

12. Severability

The Purchaser and the BitMinutes Team agree that if any portion of these Terms 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, which shall continue to be in full force and effect.

13. No Waiver

The failure of the BitMinutes Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the BitMinutes Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the BitMinutes Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the BitMinutes Team of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the BitMinutes Team shall be deemed a modification of these Terms nor be legally binding.

14. Updates to the Terms and Conditions of the BMTICO

The BitMinutes Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the BitMinutes website (<http://BitMinutes.com>). Any Purchaser will be deemed to have accepted such changes by purchasing BMT. The Terms may not be otherwise amended except in a signed document executed by both the Purchaser and the BitMinutes Team. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase BMT.

15. Cooperation with Legal Authorities

The BitMinutes Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

16. Further Information

For further information regarding the BMT sale, please contact support@BitMinutes.com.