

## GUIDE COIN PURCHASE TERMS AND CONDITIONS

May, 2019

Please read the Terms and Conditions thoroughly. If you make a contribution to the company by purchasing any GUIDE coin from the company during the contribution period, you will be bound by these terms. These terms are subject to the corresponding white paper and should be read in conjunction with the white paper.

This document is the terms and conditions for bmy.guide (the company) and the GUIDE coin. The purchaser of the GUIDE coin hereby acknowledges the terms by which the GUIDE coin is offered and purchased.

### I. LEGAL

*You should carefully consider and evaluate each of the following risk factors and all of the other information contained within the white paper and in the Terms and Conditions document before you decide to participate in the ICO. To the best of the GUIDE team's knowledge, these documents outline all of the risk factors associated with purchasing the GUIDE coin that would be important in making an information judgment about participating in the ICO.*

### II. NATURE OF THE GUIDE COIN

The GUIDE coin is a utility coin. The function of the coin is to allow GUIDE coin holders access to future bmy.guide products and services. GUIDE coins do not represent an ownership in GUIDE products and do not offer the holder any right to share in the profits of bmy.guide

### III. RESTRICTIONS FOR PURCHASE

The GUIDE coins will not be made available to individuals who reside in the United States of America or the Republic of China.

**If you are a resident or a citizen of the United States of America, Singapore or the Republic of China do not purchase or attempt to purchase GUIDE coins.**

GUIDE coins are not going to be offered or distributed to US persons or Chinese persons.

**By accepting these terms, you will enter into a binding agreement with the company. All of the terms contain provisions that affect your legal rights. If you not agree to these terms, do not make a contribution, do not purchase GUIDE coins, and navigate away from the website.**

### IV. The Company

The company, S.C. CRYPTO ORDERS S.R.L. is incorporated and registered in Europe Romania, with headquarters in Ghimbav, Gardeniei No.5, 507075, Brasov County, VAT Registration No. 40559983

The Company is the creator of GUIDE coins and the bmy.guide project.

#### Contact details:

**Email:** support@bmy.guide

**Phone:** +40787878700

**Headquarters:** No. 5 Gardeniei Street, Ghimbav, 507075, Brasov County, Romania

## **V. Scope of Terms and Conditions**

These term (including any terms incorporated by reference) govern the conditions of your contribution to the company for the purchase of GUIDE coins during the contribution period.

## **VI. Coin Allocation**

1. Subject to the terms and conditions, the Company shall allocate and distribute GUIDE coins to all its purchasers. A more detailed description of this can be found in the white paper.
2. The Company will provide all the procedures and instructions for purchasing GUIDE coins on the company website. The Buyer must follow the exact procedures and instructions outlined on the website for the purchase of GUIDE coins to be valid.
3. To purchase the GUIDE coins, the Buyer will need to pass the KYC process.
4. The Buyer will have to provide the Company with a digital wallet address where the Company can distribute the GUIDE coins upon receiving the Buyer's contribution.

## **VII. Guide Coin's Nature**

### **1. Purchasing of GUIDE coins shall not**

- a) provides the Buyer with any rights related to the Company, the Company's revenue and assets, or any voting, distribution, redemption, liquidation, property (including all forms of intellectual property), and other financial or legal rights.
- b) shall not be considered a loan, security and/or other form of debt finance to the Company.
- c) provides the Buyer with any equity, ownership (legal or beneficial) and/or other interest in the Company or Project
- d) shall not entitle the Buyer to the provisions of any goods or services by the Company
- e) constitutes any form of money or legal tender (or representation thereof) in any jurisdiction

### **2. Buyer Warranties**

By participating in and purchasing the GUIDE coins, as a result of this document, you warrant and represent that each Warranty is true, accurate, and not misleading in any way.

### **3. Know Your Client Process (KYC)**

- a) Before the purchaser is allowed to make a Contribution (or at any time after making a Contribution) the company may request that they provide certain information and documentation at their sole and absolute discretion for the purpose of complying with KYC or any similar obligations.
- b) The Purchaser shall agree to supply documentation and information if requested by the Company
- c) The Purchaser acknowledges and accepts that the Company may refuse, reject, or refund any contributions for the purchase of GUIDE coins until the Purchaser provides all information and documentation that is requested of them under this clause.

### **4. Liability and Limitation**

The Company is not liable for any direct, indirect, incidental, special, consequential, punitive, or multiple damages, any loss of profits or revenues, or any loss of data, use or goodwill arising from or in connection with:

- a) the purchase of GUIDE coins by the purchaser
- b) the storage of GUIDE coins by the purchaser

- c) the use of GUIDE coins by the purchaser
- d) The purchaser's access to the website

## **5. Taxation**

- a) The purchaser is responsible for determining whether their Contribution to the Company will give rise to any tax liability.
- b) The purchaser is responsible for reporting and paying all taxes to the proper tax authorities in the jurisdiction where they are liable to pay taxes.

## **6. Notices**

Any communication in connection with this agreement shall be written and sent by email to the following address: support@bmy.guide

## **7. Amendments**

The Company may amend these Terms and Conditions from time to time, such as if there are changes that occur to the functionality of GUIDE or if any laws or regulatory requirements change that the Company is subject to.

If the Company makes amendments to the Terms and Conditions, the Company will publish a notice and link the updated Terms and Conditions. The company will also change the "Last Updated" date at the top of the Terms and Conditions. The updated terms will become effective immediately after the notice is published and the Terms and Conditions is updated on the website.

## **8. Third Party Rights**

This agreement does not give rights to any third party.

## **9. Governing Law**

These terms and conditions, the white paper, and any dispute arising from or connected to these documents, their contents, and their formation shall be governed by and read in accordance with the laws of Romania.

## **10. Representations and Warranties**

By purchasing the GUIDE coins, the Purchaser warrants that they:

1. Have read, understood, and accepted these Terms and Conditions, and have also read and understood the white paper
2. Have the authority to accept and enter into these Terms and perform the obligations contained herein
3. Are not an ineligible applicant
4. have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and intricacies associated with cryptographic coins, storage facilities (including digital wallets), distributed ledger technology, blockchain technology, and analogous systems.
5. Understand and have sufficient information about the potential for future use and functionality of GUIDE coins
6. Understand that GUIDE coins offer a limited potential and does not confer any other rights of any kind with respect to the Company, including any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights.
7. Are at least 18 years and of sufficient legal capacity to accept these Terms and Conditions and to enter into a binding agreement with the Company.

8. understand that any contribution they make for the purchase of GUIDE coin is not derived from or related to any unlawful activities.
9. shall not use GUIDE coins to finance, engage in, or otherwise support any unlawful activities
10. understand their contribution is transferred to the Company from a digital wallet that is their own personal wallet and is not a contribution from a wallet of a person located in the United States of America, Singapore or the Republic of China.
11. understand that their contribution and receiving of GUIDE coins under these Terms is not unlawful or prohibited under the laws of their jurisdiction.
12. will comply with any and all tax obligations in their jurisdiction of domicile
13. understand and accept the risks of participating in the coin sale event and acknowledge these risks are substantial.

## 11. Data Protection

**PLEASE MAKE SURE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF OUR 'PRIVACY NOTICE' available on our website.**

**'PRIVACY NOTICE' CONTAINS THE INFORMATION THAT WE WILL COLLECT, STORE AND PROCESS.**

**'Privacy Notice' contains all the rights that you have regarding the personal data that we collect and store and our obligations to protect your personal data.**

1. Based on KYC processes, we may require that the Buyer provides information and documents related to their **identity, residential address, the source of funds used to make the contribution, information related to their digital wallet, and any other documentation that can used to identify the Buyer.**
2. At the Buyer's request, the Company shall provide them with a copy of all Personal Data held by the Company in a format and on media (reasonably) specified by the Buyer.
3. You, the Buyer, acknowledge, understands, accepts, represents, and warrants that, in accepting these Terms and Conditions, you are irrevocably consenting to the ability of the Company to process and/or transfer your Personal Data to another country within the European Economic Community.