

BICO TOKENPRE-SALE GENERAL TERMS AND CONDITIONS

BICO TOKEN OFFERING ARE APPLIED TO PERSONS USING OR WILLING TO USE THE WEBSITE OR TAKING ANY ACTIONS DESCRIBED ON THE WEBSITE, INCLUDING PURCHASE OF TOKENS.

PLEASE MAKE SURE TO READ THESE TERMS CAREFULLY PRIOR TO TAKING ANY ACTIONS DESCRIBED IN THIS DOCUMENT AND ON bitocex.com WEBSITE AND ANALYZE THE INFLUENCE OF THESE TERMS ON YOUR OBLIGATIONS, LEGAL RIGHTS AND RESPONSIBILITIES, AND CONTACT US IF YOU HAVE ANY QUESTIONS.

(“ICO”) ARE NOT AN OFFERING TO BUY OR SELL ANY SECURITIES IN ANY JURISDICTION. THIS DOCUMENT IS NOT COMPOSED IN ACCORDANCE WITH AND IS NOT SUBJECT TO ANY LEGISLATIVE OR NORMATIVE ACTS OF ANY JURISDICTION INTENDED FOR THE PROTECTION OF INVESTORS. THE INFORMATION SET FORTH IN THESE TERMS AND CONDITIONS MAY NOT BE EXHAUSTIVE AND DOES NOT IMPLY ANY ELEMENTS OF CONTRACTUAL RELATIONSHIP.

DESPITE THE FACT THAT WE MAKE EFFORT TO ENSURE THAT ANY INFORMATION CONTAINED IN THESE TERMS IS ACCURATE AND CURRENT, WE ARE NEITHER A FINANCIAL CONSULTING COMPANY, NOR A FINANCIAL BROKERAGE COMPANY NOR AN INVESTMENT FUND AND DO NOT PROVIDE FINANCIAL CONSULTATION IN ANY FORM AND ANY OUR OFFER CAN NOT BE CONSIDERED AS A FINANCIAL CONSULTATION OR AN INVESTMENT PROPOSAL.

WE RESERVE THE RIGHT AT OWN DISCRETION TO STOP, CHANGE, OR CANCEL ANY PART OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO CONTENT, FUNCTIONS OR HOURS OF ACCESSIBILITY, YOUR ACCOUNT RECORD, ETC., IF WE CONSIDER THAT YOU HAVE DONE SOMETHING FRAUDULENT, NEGLIGENT OR OTHERWISE VIOLATED THE TERMS. WE WILL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE AS A RESULT OF YOU USING THE WEBSITE.

YOU MAY TERMINATE THESE TERMS WITHOUT ANY PRIOR NOTICE BY DISCONTINUING USING THE WEBSITE. ANY RIGHTS GRANTED TO YOU ACCORDING TO THESE TERMS WILL BE TERMINATED IMMEDIATELY.

CERTAIN STATEMENTS, ESTIMATES AND FINANCIAL INFORMATION CONTAINED HEREIN OR ON THE WEBSITE CONSTITUTE FORWARD-LOOKING STATEMENTS. SUCH FORWARD-LOOKING STATEMENTS OR INFORMATION INCLUDE KNOWN AND UNKNOWN RISKS AND UNCERTAINTIES, WHICH MAY CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ESTIMATES OR THE RESULTS IMPLIED OR EXPRESSED IN SUCH FORWARD-LOOKING STATEMENTS.

1. DEFINITIONS

BICO TEAM (“WE”, “BICO”) – CREATORS OF BICO IDEA AND INITIATORS OF TOKEN SALE AS PRESENTED ON THE MAIN PAGE OF THE WEBSITE (AND/ OR WHITEPAPER).

BICO TOKEN - IS ERC-20 STANDARD-BASED CRYPTOGRAPHIC ETHEREUM TOKEN, IT IS A SOFTWARE DIGITAL PRODUCT (NOT A CRYPTOGRAPHIC CURRENCY) CREATED AS A PROOF OF LIMITED RIGHTS AND ABILITIES OF BICO HOLDER TO USE THE FUNCTIONALITY OF THE DECENTRALIZED BICO PLATFORM IN FULL AMOUNT OF PURCHASED TOKENS, IN CASE THE BICO

BICO IS NOT AN INVESTMENT INTO A JOINT COMPANY, IS NOT REGISTERED AS A COLLATERAL AND DOES NOT GIVE GROUNDS TO ITS HOLDERS TO EXPECT ANY PROFITS, INCLUDING PROFITS FROM ANY ACTIONS OF ANY THIRD PARTIES, IS NOT INTENDED TO BE A TRADABLE OR ANY OTHER FINANCIAL INSTRUMENT, IS NOT CONSIDERED A SHARE OR AN EQUIVALENT OF A SHARE, INCLUDING ANY RIGHTS FOR FUTURE SHARES OR INTELLECTUAL PROPERTY RIGHTS, AND DOES NOT REPRESENT ANY PROPERTY RIGHTS. TOKENS WILL BE OFFERED TO USERS IN SEVERAL PHASES BASED ON THE TERMS AND CONDITIONS DESCRIBED ON THE WEBSITE AND THESE TERMS DURING LIMITED PERIOD OF TIME. BRICKS TOKENS ARE NOT CRYPTOCURRENCY, SECURITIES, COMMODITIES OR ANY KIND OF FINANCIAL INSTRUMENTS, ARE NOT REGISTERED IN ANY STATE ORGANIZATION OF ANY JURISDICTION AS SECURITIES. BRICKS TOKEN CANNOT BE USED FOR ANY PURPOSE OTHER THAN PURPOSE DIRECTLY DESCRIBED IN THOSE CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY INVESTMENT, SPECULATION OR OTHER FINANCIAL PURPOSE.

LOSSES – REFERS TO LOSSES, CLAIMS, INJURIES, DELAYS, ACCIDENTS, BUSINESS INTERRUPTIONS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S OR LEGAL FEES OR EXPENSES FOR ANY CLAIMS), ANY INCIDENTAL, DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT LOSSES, ANY LOSSES OF BUSINESS REPUTATION, LOSS OF PROFITS OR ANY OTHER ECONOMIC LOSSES, ANY LOSS OF CRYPTOCURRENCY OR DIGITAL ASSETS, ANY WORK DISCONTINUATION, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER COMMERCIAL OR OTHER LOSS.

SERVICE – INCLUDES CONTENT OF THE WEBSITE AND ANY OTHER ACTIONS NEED IN ORDER FOR USERS TO PURCHASE TOKENS DESCRIBED ON THE WEBSITE OR ANY OTHER ACTIONS DESCRIBED ON THE WEBSITE.

USA – MEANS THE UNITED STATES OF AMERICA, ALL ITS TERRITORIES AND ASSETS, ANY STATE OF THE UNITED STATES OF AMERICA AND OTHER INSULAR AND DEPENDENT TERRITORIES OF THE UNITED STATES.

USER (ALSO YOU, BUYER) – MEANS BOTH A NATURAL PERSON AND A LEGAL ENTITY, INCLUDING A CORPORATION, ASSOCIATION, PARTNERSHIP AND ANY FORM OF LEGAL ORGANIZATION USING THE WEBSITE, WITH OR WITHOUT PRIOR REGISTRATION AND AUTHORIZATION USING OR NOT USING THE ACCOUNT, PURCHASING OR NOT PURCHASING BICO TOKENS.

2. SMART CONTRACT

2.1. TRANSPARENCY

2.1.1. BALANCE: THE INFORMATION ON THE NUMBER OF TOKENS HELD BY ANY USER IS PUBLIC.

2.1.2. TRANSFERS. ALL INFORMATION ON TRANSFERS IS PUBLIC AND CAN BE TRACED BACK IN TIME.

2.2. OWNERSHIP

2.2.1. UNIQUENESS: EACH TOKEN BELONGS TO ONE USER-OWNER. THERE ARE NO SHARED TOKENS.

2.2.2. RIGHT TO TRANSFER: A TOKEN CAN BE TRANSFERRED TO ANOTHER USER ONLY BY THE DIRECT COMMAND OF ITS OWNER OR BY THE COMMAND OF THE RECEIVER DIRECTLY AUTHORIZED BY THE OWNER. NO TOKEN TRANSFER MAY BE INITIATED BY ANOTHER USER.

2.3. TOKEN SUPPLY

2.3.1. SINGLE ISSUANCE: TOKENS ARE ISSUED ONLY ONCE, AT THE TIME OF TOKEN GENERATION EVENT.

2.3.2. SUPPLY: THE TOKEN SUPPLY IS SET AT THE TIME OF TOKEN GENERATION EVENT.

2.3.3. DESTRUCTION: TOKENS SENT TO THE ADDRESS 0X0 WILL BE BURNED AND DEDUCTED FROM THE TOTAL SUPPLY.

2.4. CONTRACT MANAGEMENT

2.4.1. REPLACEMENT: THE CONTRACT OWNER CAN RELINQUISH THE OWNERSHIP IN FAVOR OF ANY OTHER ETHEREUM USER OR CONTRACT.

2.4.2. BLOCKADE: THE CONTRACT OWNER CAN STOP OR RESUME TOKEN TRANSFERS BETWEEN TOKEN HOLDERS AT ANY TIME.

2.5. MISCELLANEOUS

2.5.1. RECOVERY: ANY CALL TO THE CONTRACT WHICH RESULTS IN AN ERROR DOES NOT CHANGE THE USERS' TOKENS OR ETHER BALANCE

2.5.2. SAFE APPROVAL: A CALL TO 3-PARAMETER APPROVE() FUNCTION GUARANTEES THAT SPENDER GETS NEW ALLOWANCE ONLY IF CURRENT ALLOWANCE EQUALS PRESUMED ALLOWANCE. IT IS RECOMMENDED TO USE THE 3-PARAMETER APPROVE FOR ALL APPROVE() CALLS TAKING THE PRESUMED ALLOWANCE AS THE SECOND INPUT.

2.6. UNCERTAINTY PROVISIONS

2.6.1. USER VALIDITY: AN ETHEREUM ADDRESS WITH POSITIVE TOKEN BALANCE MAY NOT CORRESPOND TO ANY ACTUAL USER OR A PRIVATE KEY, AS IT CAN BE A RESULT OF A MISTAKE. TOKENS TRANSFERRED TO SUCH USERS WILL LIKELY BE LOST.

2.6.2. ZERO ETHER BALANCE: THE CONTRACT PROHIBITS MOST, BUT NOT ALL MEANS BY WHICH ETHER COULD BE SENT TO IT BY USERS WHO ARE NOT CONTRACT OWNERS.

2.6.3. COMPLETE REGISTRY: THE CONTRACT DOES NOT PROVIDE A LIST OF ALL TOKEN HOLDERS. SUCH A LIST CAN BE OBTAINED BY EXPLORING THE CONTRACT STORAGE USING BLOCKCHAIN EXPLORERS.

3. USER NOTICE. TERMS OF USING WEBSITE AND SERVICE. HOLDING THE TOKENS. DUE TO THE NEGATIVE ATTITUDE TOWARD ACQUISITION OF TOKENS AND CRYPTOCURRENCY OR A DIRECT PROHIBITION BY STATE REGULATORS OF A NUMBER OF JURISDICTIONS, RESTRICTIONS LISTED IN THIS SECTION ARE ESTABLISHED AND MUST BE ACCEPTED BY USERS IN FULL. ANY USE OF THE WEBSITE AND THE SERVICES, INCLUDING ACQUISITION OF BICO TOKENS, IS PROHIBITED FOR CITIZENS OR RESIDENTS OF THE FOLLOWING JURISDICTIONS (STATES): USA, PUERTO RICO, US VIRGIN ISLANDS, USA, CANADA, CHINA, SINGAPORE, AFGHANISTAN, CENTRAL AFRICAN REPUBLIC, CUBA, DEMOCRATIC REPUBLIC OF THE CONGO, ERITREA, IRAN, IRAQ, LIBYA, NORTH AND SOUTH KOREA, SOMALIA, SOUTH SUDAN, SUDAN, YEMEN, ZAMBIA, IN ADDITION, THE USE OF THE WEBSITE AND ANY SERVICES, INCLUDING THE PURCHASE OF BRICKS TOKENS, IS VOID IF PROHIBITED BY LAW APPLICABLE TO A PERSON WHO PLANS TO REGISTER AS A USER.

THE APPLICABLE LAW MAY DEPEND ON YOUR PLACE OF RESIDENCE (TEMPORARY OR PERMANENT) OR THE COUNTRY OF YOUR CITIZENSHIP. APPLICABLE LAW THAT MAY PROHIBIT THE USE OF THE WEBSITE AND THE SERVICES MAY INCLUDE, INTER ALIA, FOREIGN EXCHANGE CONTROL, SECURITIES LAWS AND THE USE OF CRYPTOGRAPHY.

IN ADDITION, NOT ELIGIBLE USERS SHALL BE FULLY LIABLE AND RESPONSIBLE FOR COMPENSATING ANY LOSSES BORN BY BICO IN THE EVENT OF CLAIMS, LAWSUITS, ANY NEGATIVE MEASURES OR CONSEQUENCES ARISING FROM THE VIOLATION OF THE TERMS OF THIS DOCUMENT BY NOT ELIGIBLE USERS. USING THE WEBSITE, EACH USER CONFIRMS, REPRESENTS AND WARRANTS THAT: THE USER (FOR INDIVIDUALS) IS OF LEGAL AGE (AT LEAST 18 YEARS OF AGE); MEETS ALL OTHER REQUIREMENTS FOR USERS, AND IS FULLY CAPABLE AND LEGALLY COMPETENT; THE USER'S USE OF THE WEBSITE AND THE RECEIPT OF THE SERVICES WILL NOT VIOLATE ANY AGREEMENT TO WHICH HE IS A PARTY; THE USER HAS THE NECESSARY AND RELEVANT EXPERIENCE AND KNOWLEDGE IN THE FIELD OF CRYPTO CONVERSION AND BLOCKCHAIN BASED SYSTEMS TO ACQUIRE AND USE TOKENS, AND FULLY UNDERSTANDS THEIR STRUCTURE AND REALIZES ALL THE ADVANTAGES, RISKS AND LIMITATIONS ASSOCIATED WITH CRYPTOGRAPHIC TOKENS (THEIR PURCHASE AND USE), CRYPTOCURRENCIES AND BLOCKCHAIN BASED SYSTEMS, AND ALSO KNOWS HOW TO MANAGE THEM, AND BEARS SOLE RESPONSIBILITY FOR ANY ASSESSMENTS BASED ON SUCH KNOWLEDGE; THE USER (FOR CORPORATIONS, ORGANIZATIONS OR OTHER LEGAL ENTITIES) HAS THE RIGHT AND AUTHORITY TO PERFORM ANY NECESSARY ACTIONS ON BEHALF OF THE CORPORATION; THE USER WILL NOT USE THE WEBSITE FOR ANY ILLEGAL ACTIVITIES.

4. RISKS

4.1 LEGAL RISKS IN RESPECT TO SECURITIES REGULATIONS AND UNFAVORABLE REGULATION IN ONE OR MORE JURISDICTIONS

THERE IS A RISK THAT IN SOME JURISDICTIONS THE BICO TOKEN MAY BE CONSIDERED ILLEGAL OR REGULATED BY SPECIAL LEGISLATION OR THAT IN THE FUTURE IT CAN BE CONSIDERED ILLEGAL OR SUBJECT TO THE REGULATION OF SOME SPECIAL LEGISLATION.

4.2 OWNERSHIP OF CRYPTOGRAPHIC TOKENS (AND EXCHANGING THEM FOR OTHER CRYPTOGRAPHIC TOKENS) AND BLOCKCHAIN TECHNOLOGY ARE CAREFULLY STUDIED BY REGULATORS AROUND THE WORLD; THIS MAY LEAD TO ANY UNPREDICTABLE CONSEQUENCES INCLUDING BUT NOT LIMITED TO RESTRICTIONS ON USE OR OWNERSHIP OF DIGITAL TOKENS, SUCH AS BICO.

4.3. RISKS ASSOCIATED WITH ETHEREUM PROTOCOL

BICO TOKEN IS BASED ON ETHEREUM PROTOCOL. THUS, A MALFUNCTION, UNINTENDED FUNCTION, OR UNFORESEEN OPERATION OF THE ETHEREUM PROTOCOL MAY CAUSE BICO TO BECOME DEFECTIVE OR FUNCTION UNEXPECTEDLY OR UNINTENTIONALLY. MORE INFORMATION ABOUT ETHEREUM CAN BE FOUND AT WWW.ETHEREUM.ORG.

5. CONFIDENTIALITY

ALTHOUGH BICO REQUIRES THAT YOU PROVIDE PROOF OF IDENTITY ACCORDING FOR THE PURPOSES OF AML (ANTI-MONEY LAUNDERING) AND KYC (KNOW YOUR CLIENT), BICO WILL NOT PUBLISH SUCH INFORMATION RELATED TO THE PURCHASE OF BICO TOKENS WITHOUT YOUR PRIOR WRITTEN CONSENT.

YOUR PRIVACY IS IMPORTANT TO US. HERE ARE OUR GUIDING PRINCIPLES:

5.1. WE DO NOT ASK YOU TO PROVIDE ANY PERSONAL INFORMATION UNLESS WE REALLY NEED IT.

5.2. WE DO NOT SHARE YOUR PERSONAL INFORMATION WITH ANYONE UNLESS REQUIRED BY LAW WITHIN THE FRAMEWORK OF OUR PRODUCT DEVELOPMENT OR FOR PROTECTING OUR RIGHTS.

5.3. WE DO NOT STORE PERSONAL INFORMATION ON OUR SERVERS, UNLESS IT IS REQUIRED FOR DELIVERING ONE OF OUR SERVICES.

5.4. WE STRIVE TO SIMPLIFY AS MUCH AS POSSIBLE THE CONTROL OVER WHAT IS VISIBLE TO THE PUBLIC, ACCESSED BY SEARCH ENGINES, STORED PRIVATELY AND DELETED CONSTANTLY. BICO PRIVACY POLICY IS POSTED ON THE WEBSITE.

6. FORCE MAJEURE

BICO IS NOT LIABLE FOR BREACH OF OBLIGATIONS IN CASE OF, BUT NOT LIMITED TO: A NATURAL DISASTER; MILITARY ACTIONS, THE ENTRY INTO FORCE OF STATE LEGISLATIVE ACTS, OR OTHER UNPREDICTABLE EVENTS OR CIRCUMSTANCES. IN THE CIRCUMSTANCES OF FORCE MAJEURE, THE PARTY AFFECTED BY THE INABILITY OF THE OTHER PARTY TO FULFIL ITS OBLIGATIONS MAY SUSPEND THE AGREEMENT IN WHOLE OR IN PART FOR THE PERIOD OF FORCE MAJEURE. A PARTY UNDER THE INFLUENCE OF SUCH CIRCUMSTANCES WILL COOPERATE WITH THE AFFECTED PARTY BY HELPING TO MINIMIZE THE INFLUENCE OF FORCE MAJEURE CIRCUMSTANCES WITHIN REASONABLE LIMITS.

7. SEVERABILITY

THE BUYER AND BICO AGREE THAT, IF ANY TERM, CONDITION OR PROVISION OF THESE TERMS IS HELD TO BE INVALID, UNENFORCEABLE OR ILLEGAL IN WHOLE OR IN PART FOR ANY REASON, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING TERMS, CONDITIONS OR PROVISIONS, OR PORTIONS OF THEM, WILL NOT BE AFFECTED.

8. NO REFUSAL

FAILURE OF BICO TO ENFORCE STRICT COMPLIANCE WITH THE PROVISIONS OF THESE TERMS OR BICO INABILITY TO EXERCISE ITS RIGHTS SHALL NOT BE CONSIDERED A WAIVER OF THE RIGHTS IN THIS OR ANY OTHER CASE.

9. COOPERATION WITH REGULATORS

BICO WILL COOPERATE WITH THE LEGAL AUTHORITIES UPON RECEIPT OF REQUESTS FOR INFORMATION IF THOSE REQUESTS ARE DULY FORMALIZED AND DOCUMENTED IN ACCORDANCE WITH APPLICABLE LAW AND WILL ADHERE TO THE REQUIRED PROCEDURES IN ACCORDANCE WITH APPLICABLE LAW AS WELL AS INTERNATIONAL STANDARDS FOR COUNTERING MONEY LAUNDERING.

10. MISCELLANEOUS

THESE TERMS CONTAIN THE ENTIRE AGREEMENT. AUTHORITY OR PRIVILEGE AS BASED ON THESE CONDITIONS SHALL TERMINATE SUCH RIGHTS.

IF ANY PART OF THESE TERMS IS INVALID OR INCAPABLE OF BEING ENFORCED, ALL THE OTHER CONDITIONS AND PROVISIONS OF THESE TERMS WILL NEVERTHELESS REMAIN IN FULL FORCE AND EFFECT. THE HEADINGS OF SECTIONS IN THESE TERMS ARE PROVIDED FOR CONVENIENCE ONLY AND WILL NOT AFFECT THE CONSTRUCTION OR INTERPRETATION.