

Token Sale Terms

Effective date: September 19, 2018

PLEASE READ THESE COIN PURCHASE AGREEMENT VERY CAREFULLY. THIS COIN PURCHASE AGREEMENT ALSO SETS FORTH COIN PURCHASE TERMS AND CONDITIONS.

This Coin Purchase Agreement (the “Agreement”) contains the terms and conditions that govern your purchase and use of Bitsrent BTR Token based on ERC-20 distributed on the Ethereum blockchain and is an agreement between you or the entity that you represent (“Purchaser” or “you”) and Bitsrent Limitada. (“the Company”). The Purchaser and the Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT, TERMS AND CONDITIONS AND THE WHITEPAPER CAREFULLY IN ITS ENTIRETY BEFORE MAKING A PURCHASE.

By purchasing Bitsrent BTR Coin from Bitsrent Limitada, you will be bound by these Coin Purchase Terms and Conditions offering, Coin purchase Agreement and all terms incorporated herein by reference. If you do not agree to these terms of Coin offering, do not make any contribution to the Company and do not purchase Bitsrent BTR Coin. Your purchase of Bitsrent BTR Coin during Private Investment, pre-ICO and ICO Launch from the Company is and will be subject to these Terms of Coin offering. If you have any questions regarding these Purchase Terms and Conditions and Purchase Agreement please contact us at contact@bitsrent.com.

These terms and conditions, together with the Order, constitute an offer by the Buyer to purchase the Bitsrent BTR Coin from the Company pursuant to the terms and conditions described herein. This offer shall become an “Agreement” upon acceptance by the Company. The Company shall be deemed to have accepted this offer by commencement of performance called for in the Order, by delivery of the BTR Coin to the Buyer, by written acceptance or confirmation of this Agreement, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from those stated herein.

Company agrees to sell, transfer and deliver the BTR Coin to Buyer for the purchase price set forth in the Order, subject to all of the covenants, terms and conditions hereof. Buyer agrees to purchase BTR Coin, subject to all of the covenants, terms and conditions hereof, and to pay Company the purchase price set forth in the Order.

NOW, THEREFORE In consideration of the mutual representations, Terms and Conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby:

1. Purchase of Bitsrent Coin.

The Company agrees to sell to you and you agree to purchase from the Company a specific number of Bitsrent-Coin at the price listed on the whitepaper at www.bitsrent.com at the time of purchase. The number of purchased Bitsrent-Coin shall be determined based on the total amount you select to pay for your purchase ("Aggregate Amount")

2. Purchase Procedure.

Following the successful purchase, the information about purchased Bitsrent BTR Coin will be reflected in the Purchaser's account, which shall be created by Purchaser on the Site to purchase Bitsrent BTR Coin ("Account"). The purchased Bitsrent BTR Coin would entitle the BTR Coin holder.

3. Relationship of the Parties.

The Company is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, purchaser and Company to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either purchaser or Company to be treated as the agent of the other.

4. Purpose and Use of Bitsrent-coin in the Ecosystem.

Bitsrent Coins are utility Coins with the purpose to create the first decentralized rental & leasing service provider that will disrupt and thrive within the current rental & leasing industry and more particularly described in the Company's whitepaper.

5. Wallets

Bitsrent will have a BTR-Wallet that has a desktop interface, android and iOS mobile App. With the BTR-Wallet you can instantly exchange up to 50 of the top cryptocurrencies as well as your BTR Coins. BTR-Wallet desktop & App allows you to track, transfer, save, spend, exchange and manage your BTR Coin seamlessly.

6. Eligibility

In order to be eligible to participate in the Company's Coin offering, Purchasers must also enter all required personal information in the purchase flow including name, date of birth, address, etc and provide any requested identity verification documents requested by the Company in order to satisfy their "Know Your Customer" requirements at the time of the Purchaser's contribution and/or at the time to claim your tokens.

7. BTR-Coin Allocation.

Important information about the Company's creation and intended use of the Tokens is provided in the Company's whitepaper at <https://www.bitsrent.com>. By purchasing BTR Coins, Purchaser acknowledges that Purchaser has read and understands the whitepaper.

8. Receipt of BTR Coin.

Upon distribution, the BTR Coin will be transferred by the Company to the Account for each Purchaser. Purchaser shall be responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism and, any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased BTR Coin. The Company shall not be responsible for any of such losses.

9. Cancellation

Refusal of Purchase Requests. The purchase of BTR Coin from the Company is final, and there will be no refunds or cancellations afterword except as specifically provided in these Terms. However, the Company reserves the right to cancel any BTR Coin purchase or refuse any purchase requests at the Company's sole discretion for any reason.

10. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with purchasing BTR Coin, holding BTR Coin, and using BTR Coin are as disclosed in the White Paper. In case of questions regarding these risks, you shall visit the whitepaper at <https://www.bitsrent.com>. BY PURCHASING BTR Coins, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

11. Personal Information.

Company may determine, in its sole discretion, that it is necessary to obtain certain information about Purchaser in order to comply with applicable laws or regulations in connection with selling BTR Coins to Purchaser. Purchaser agrees to provide Company such information promptly upon request. Purchaser acknowledges that Company may refuse to sell Coin to Purchaser until Purchaser provides such requested information and has determined that it is permissible to sell Purchaser BTR Coins under applicable laws or regulations.

12. Privacy Policy

The Company primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. This Privacy Policy does not apply to personal information that has been anonymized so that it does not and cannot be used to identify a specific

user. The Company takes reasonable precautions, as described herein, to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration, and destruction. We store and process your personal and transactional information, including certain payment information, where the Company facilities or our service providers are located, and we protect it by maintaining physical, electronic, and procedural safeguards in compliance with applicable laws. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities. This information is not accessible to the Company staff.

13. Taxes

Any amounts that Purchaser pays for BTR Coins are exclusive of all applicable taxes. Purchaser is responsible for determining what, if any, taxes apply to Purchaser's purchase of Coin, including, for example, sales, use, value added, and similar taxes. It is also Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Coin.

14. Representations and Warranties.

In connection with the purchase of the BTR Coins, you represent to the Company the following:

- (a) You are aware of the Purchase Terms and Conditions, Purchase Agreement of the BTR Coin and have acquired sufficient information about the BTR Coin via its Whitepaper at <https://www.bitrent.com> to reach an informed and knowledgeable decision to acquire the BTR Coins.
- (b) You have sufficient understanding of cryptographic, Coin storage mechanisms (such as Coin wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the BTR Coin.
- (c) You understand that the BTR Coin confer only the rights described in the White Paper, and confer no other rights of any form, which includes, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- (d) You shall not purchase BTR Coins for any uses or purposes other than to use BTR Coins as provided in the Whitepaper, including, without limit to, any investment, speculative or other financial purposes.
- (e) You understand that the BTR Coins are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under securities laws of any country, including the securities laws of any jurisdiction in which Purchaser is resident.

(f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the BTR Coins or any use of these Terms, including

- (i) the legal requirements within its jurisdiction for the purchase of the BTR Coins,
- (ii) any foreign exchange restrictions applicable to such purchase, and
- (iii) any governmental or other consents that may need to be obtained.

(g) Your purchase, payment for, and continued beneficial ownership of the BTR Coins will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdictions arising from the purchase of BTR Coins.

(i) If you are purchasing BTR Coins on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms encompass to you and such entity, collectively).

15. Indemnification.

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless the Company and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- (i) purchase or use of BTR Coins,
- (ii) your responsibilities or obligations under these Terms,
- (iii) your breach of these Terms, or
- (iv) your violation of any rights of any other person or entity, and
- (v) your violation of any laws.

16. Arbitration

(a) Binding Arbitration : Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company

- (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and

(ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) No Class Arbitrations, Class Actions or Representative Actions: Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) Notice; Informal Dispute Resolution: Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by email to the Company at contact@bitsrent.com. Notice to you shall be by email to the email address you provide to us. Your notice must include

(i) your name, postal address, email address and telephone number,

(ii) a description in reasonable detail of the nature or basis of the Dispute, and

(iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in clause (a) above, file a claim in court.

(d) Process: Any Dispute arising out of or in connection with these Purchase Terms and Conditions, including any question regarding their existence or validity, where the Parties fail to resolve it informally in accordance with clause (c) above, shall be referred to and finally resolved by arbitration administered by the International Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

(e) Authority of Arbitrators: As limited by these Terms, and International Arbitration Rules, the arbitrators will have

(i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and

(ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrators does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrators may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside

over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

17. Governing Law

These Purchase Terms and Conditions, Agreement and any Dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Law. Any Dispute between the Parties arising out or relating to these Terms and Conditions that is not subject to arbitration under this Section hereof will be resolved in the Courts, and the Parties irrevocably agree that Courts shall have exclusive jurisdiction to settle any such Dispute or claim.

18. Miscellaneous.

(a) Entire Agreement: These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Amendments: These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of BTR Coins.

(c) Binding Agreement: These Agreement provide the legally binding terms and conditions for the sale and purchase of the BTR Coins. By purchasing the BTR Coins, you acknowledges its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of BTR Coins. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) Successors and Assigns: Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties here under will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) Severability: In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and expunged.

(f) Headings: The headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

(g) Acceptance: You are deemed to agree with and accept these Terms by proceeding with the purchase of BTR Coins.

19. Changes To This Token Sale Terms

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

20. Contact Us

If you have any questions about this Token Sale Terms, please contact us:

Bitsrent Limitada

Reg. No. : 3 102 765925

San Jose, San Pedro, Barrio Dent, Edificio Alvmar, numero, Costa Rica

- By email: contact@bitsrent.com
- By visiting this page on our website: <https://www.bitsrent.com>