

TERMS OF SERVICE

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This document constitutes the Terms of Service (“Terms”, “Terms of Service”) between you (“Purchaser”, “User”, “you”) and Swiss Cast International Ltd., registered in Switzerland with the company number CHE-482.656.663 and registered office address Industriestrasse 24, 6300 Zug, Switzerland (“Swiss Cast International Ltd.”, “Company”). You accept to these Terms when you purchase Swiss Cast International Ltd. (Bdaq)’s Bdaq tokens (“Tokens”) or use Swiss Cast International Ltd. (Bdaq) services or any other features, technologies or functionalities offered by Swiss Cast International Ltd.(Bdaq) on Bdaq website at www.Bdaq.io (collectively, “Site”) or through any other means (collectively, “Services”). The terms “us”, “we” or “our” refer to Swiss Cast International Ltd.(Bdaq), too.

Your access to the Site and use of the Services are on condition that you accept to and comply with these Terms. These Terms apply to all visitors, users and others who access or use the Site and Services. 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 by any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site or Services.

By accessing to our Site and/or using the Services and/or contributing and/or ordering or owning Bdaq tokens you agree to be bound by these Terms and accept them automatically. If you disagree with any part of the Terms, you shall not access to our Site and/or use our Services in any way.

This document stipulates the general conditions for the use of the website www.Bdaq.com and all its subdomains including token.bdaq.io. The conditions related with Tokens purchase or Tokens ownership are determined in Terms of Token Sale placed at www.bdaq.io.

- 1. Qualifications of User in Order to Use the Site** - The User represents and warrants that he/she is at least eighteen (18) years of age, is legally entitled to use the internet and services like the Services provided by Swiss Cast International Ltd. (Bdaq) according to the laws of Switzerland and any relevant jurisdiction in which the User resides and that the User has not had been suspended from using our Services or being rejected by us.
- 2. Illegal and Prohibited Use** - You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited activities, including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity. You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site’s or the Platform’s underlying code or technical mechanisms; cause damage to the Site or Swiss Cast International Ltd (Bdaq) through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

- 3. Registration and Account** - The use of our Services requires the creation of an account with Swiss Cast International Ltd (Bdaq) ("Account"). Swiss Cast International Ltd (Bdaq) may request you to provide personal information such as e.g. proof of your identity, contact details, physical address and source of funds at any time to use our Services. If you refuse to provide us with such information, we may, at our own discretion, not enter into a contractual relationship with you or exclude you from our Services. In such a case, your purchase or ownership of Tokens will be cancelled and you will receive a refund in the same form of payment as was have received from you, if any, and to the same Ether wallet address where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any. The scope of information to be requested from each user may differ. You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account and cannot transfer this obligation to any third party. You agree to notify Swiss Cast International Ltd (Bdaq) in the event that you discover or suspect any security breaches or vulnerabilities related to the Site or Services.
- 4. Damages Caused by Vulnerabilities** - Inherent in the Internet or in Blockchain, use of the Internet may not be secure. You agree that Swiss Cast International Ltd. (Bdaq) is not responsible for any damages caused by the interception, loss or alteration to any information sent over the Internet. While Swiss Cast International Ltd.(Bdaq) will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered "confidential" or will its disclosure to a third party, accidental or otherwise, cause liability against Swiss Cast International Ltd (Bdaq), even if it occurs as a result of our negligence. Swiss Cast International Ltd. (Bdaq) takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If Swiss Cast International Ltd. (Bdaq) believes its Site or any Tokens located on the Site has been compromised or is under attack, Swiss Cast International Ltd. (Bdaq) reserves the right to immediately stop all Services provided through the Site. If it is determined that such an attack caused an associated Token to rapidly lose value or otherwise cause or threaten to cause damage to the Site, or other users, Swiss Cast International Ltd. (Bdaq) may immediately discontinue all activity regarding to such Token entirely at its own discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an attacked Token will be determined on a case-by-case basis. Swiss Cast International Ltd. (Bdaq) makes no representation and does not warrant the safety of the Site and is not liable for any lost value or stolen property, regardless of whether Swiss Cast International Ltd. (Bdaq) was negligent in providing appropriate security.
- 5. Swiss Cast International Ltd. (Bdaq) Does Not Provide Legal, Financial or Other Professional Advice** - In no way should our Site or provision of Services be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against Swiss Cast International Ltd. (Bdaq). In using the Site, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or our Services and assume no fiduciary duties to you. You represent and warrant that you understand that any recommendations or

commentary made by Swiss Cast International Ltd. (Bdaq) or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

6. **License** - We grant you a limited, nonexclusive, non-transferable license (“License”) to access and use our Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by Swiss Cast International Ltd. (Bdaq) and our licensors, including that to any content or functionality as presented on the Site or Services. “Swiss Cast International Ltd. (Bdaq)”, “www.bdaq.io”, “www.bdaq.com”, all logos related to Services or displayed on the Site are trademarks or registered marks of Swiss Cast International Ltd. (Bdaq) or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of Swiss Cast International Ltd. (Bdaq).
7. **Termination** - We may terminate or suspend the contractual relationship with you and your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) at our own discretion. Nothing in these terms or in any other communication or action by Swiss Cast International Ltd. (Bdaq) or our employees, agents or representatives shall be taken as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.
8. **Copyright of Communications** - In connection with Our Site and/or Services You agree that any materials, information or communications transmitted between the User and Swiss Cast International Ltd. (Bdaq) in any form and by any means are non-confidential and will become the sole, exclusive property of Swiss Cast International Ltd. (Bdaq). Swiss Cast International Ltd. (Bdaq) will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.
9. **Indemnification** - You agree to indemnify, exculpate and hold Swiss Cast International Ltd. (Bdaq), its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of the Services, including but not limited to any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred by Swiss Cast International Ltd. (Bdaq) or any other indemnified parties as a result of your actions.
10. **Disclaimer of Warranties and Guarantees** - Swiss Cast International Ltd. (Bdaq) does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warranties and guarantees that not expressly made in these Terms.

- 11. Applicable Law and Venue** - The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Switzerland, without giving effect to principles of conflicts of law. Terms of Token Sale, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Swiss Cast International Ltd. (Bdaq). You cannot accept it partially, this set of rules should be accepted in full. Should any conflict between Terms of Token Sale and Terms of Service, Terms of Token Sale shall prevail. Should any conflict between Terms of Service and Privacy Policy, Terms of Service shall prevail. The only place of venue for any dispute between you and Swiss Cast International Ltd. (Bdaq) shall be the competent courts of the Canton of Zug (Switzerland).
- 13. No Class Arbitration, Class Action or Representative Actions** - Any Dispute arising out of or related to these Terms is personal to you and cannot be brought as a class arbitration, class action or any other type of representative proceeding.
- 15. Survival and Severability** - Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.
- 16. Integration** - Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and Swiss Cast International Ltd. (Bdaq), including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favourable to Swiss Cast International Ltd. (Bdaq).
- 17. Act of God** - Swiss Cast International Ltd. (Bdaq)' performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or blockchain failures.
- 18. Contact Us** - If you have any questions about these Terms, please contact us at contact@bdaq.com