

Terms of Use

Welcome to the Budbo Token International, LTD. (“BTI”, “we,” “us” or “our”) website (“Website”). The purpose of the Website is to determine whether you are qualified to participate in our sale of Budbo Tokens (as defined below), and if so, to enable your purchase of Budbo Tokens. These Terms of Use (these “Terms”) are important and affect your legal rights, so please read it carefully. Note that these Terms contain a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes. By accessing or using the Website and/or purchasing Budbo Tokens, you agree to be bound by these Terms and all of the terms incorporated herein by reference, including, but not limited to, the Terms of Purchase (as defined below). If you do not agree to these Terms, you may not access or use the Website or purchase the Budbo Tokens. These Terms governs your access and use of the Website and your purchase of the Budbo Tokens.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. You represent and warrant that you are participating in BTI’s Token Sale (the “Token Sale”) in your individual capacity as the prospective beneficial owner of the Budbo Tokens and not as a representative or agent of a third party or a third party entity (i.e. non-natural person) and you acknowledge and agree that BTI reserves the right to prohibit persons and third party entities from participating in the Budbo Token sale if they are domiciled in a jurisdiction (domestic or foreign) which prohibits and restricts such participation, including, but not limited to, any sanctions program administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury.

The Website is not intended for use by anyone under the age of 18. Budbo Tokens may not be purchased through the Website by anyone under the age of 18. By using the Website and/or purchasing Budbo Tokens through this Website, you represent and warrant that you (a) are 18 years of age or older, (b) purchasing the Budbo Tokens in your individual capacity as the beneficial owner thereof and not as a representative or agent of a third party or a third party entity (i.e., non-natural person, (c) have not been previously suspended or removed from the Website, or engaged in any activity that could result in suspension or removal from the Website, (d) have not previously registered on the Website and/or been informed that your application to purchase Budbo Tokens was not approved, (e) do not have more than one Account (defined in Section 4 below), (f) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party, and (g) have carefully read and understood and agreed to the [Agreement for Sale of Tokens](#) governing the terms and conditions of the Token Sale and your purchase of any Budbo Tokens (the “Terms of Purchase”).

BTI reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Website or updating the “Last updated” date at the end of these Terms. By continuing to access or use the Website or purchase Budbo Tokens, you confirm your acceptance of these Terms, Terms of Purchase and all of the terms incorporated therein by reference. We encourage you to review these Terms and Terms of Purchase frequently to ensure that you understand the terms and conditions that apply when you access or use the Website or purchase Budbo Tokens. If you do not agree to these Terms and Terms of Purchase, you may not access or use the Website or purchase the Budbo Tokens.

Definitions

For purposes of these Terms, “Budbo Tokens” refers to the digital utility tokens to be issued by BTI that we anticipate shall power and incentivize the Budbo, Inc.’s (“Budbo”) ecosystem implemented on the public Ethereum blockchain as ERC20 tokens, provide access to the Platform and intended for use in everyday digital services (the “Budbo Ecosystem”). Budbo Tokens are intended to be used on Budbo’s best-in-class platform already actively being used by more than 75,000 mobile users and over 2000 suppliers (dispensaries), consisting of a mobile phone app and a cloud-based backend business intelligence platform (collectively, the “Platform”). The Platform is designed to match cannabis users’ top picks or close matches of cannabis strains and products and direct them to nearby dispensaries which are carrying these products. The Platform also provides a delivery tracking service aimed at ensuring full visibility and compliance into the cannabis delivery process. BTI, a corporation formed under the

laws of British Virgin Islands, will act as the governance body for the usage of the Budbo Tokens on the Budbo Ecosystem.

Anti-Money Laundering Regulations

If, at any time, BTI determines that it must or should comply with applicable law, regulations or guidance for money services businesses operating in the United States or Canada, BTI may be required to file details of account activity to the Financial Crimes Enforcement Network (“FinCEN”) from time to time. We may also be required to provide information as required by law to other state or federal agencies in the United States and Canada and other jurisdictions including but not limited to reporting suspicious transactions of \$2,000 or more to FinCEN, and maintaining records regarding transactions of \$3,000 or more (the “Recordkeeping Requirements”).

We intend to maintain a KYC policy to comply with the Recordkeeping Requirements. BTI aims to reasonably identify each prospective purchaser of Budbo Tokens by cross-checking user data against governmental watch lists, including but not limited to the Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If your proposed purchase is flagged through our internal controls, we may require additional proof of identification from you, and we have the right to not permit any purchases until additional and verifiable proof of identity to our satisfaction is received and you have been approved as a prospective purchaser.

By agreeing to these Terms, you acknowledge and agree that that we maintain verification levels that require user participation and verification to obtain, with leveled permissions based on user-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve your desired level of verification, and we reserve the right in our sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect your right to purchase Budbo Tokens or withdraw Budbo Tokens in your Account, and you agreed to agree to indemnify BTI against any Claims (as defined below) associated with an inability to purchase or withdraw Budbo Tokens based on your verification level.

Privacy Policy; White Paper

Please refer to our [Privacy Policy](#) for information about how we collect, use and share information about you.

Please refer to our [White Paper](#) for more information about how Budbo Tokens will be used within the Platform.

Registration, Account and Communication Preferences

To purchase Budbo Tokens, you will need to register for a BTI Account on the Website (“Account”). By creating an Account, you agree to (a) provide accurate, current and complete Account information about yourself, (b) maintain and promptly update from time to time as necessary your Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Website, the Budbo Tokens, or your Account. BTI may block multiple accounts of the same user.

You acknowledge and agree that to ensure the safety of the users’ accounts, to counteract money laundering and to enforce is internal security policy BTI by default shall use internal controls and programs for such control to be maintained. BTI, through these programs and controls, shall collect and store information about the users and their transactions, including personal information about you, provided to us upon registration of your Account or requested by us upon transactions effected, as well as indirect information, including IP-addresses, information about the operating system used, software configuration and other information collected with the use of “cookies” technology to create statistical reports.

BTI may require identification information depending in case of any suspicious activity that may be indicative of illegal activity. Identification of bank accounts may also be required. You accept and agree that in cases where BTI has valid reasons to believe that your Account is used for money laundering or for any other illegal activity, or that

you have concealed or reported false identification information and other details, and also if there is a valid reason to believe that the transactions effected via your Account were effected in breach of these Terms, BTI shall be entitled to require you to provide any additional information and documents to clarify the circumstances. Transactions may be frozen until the documents are reviewed by us and accepted as satisfying the requirements of the legislation for counteracting laundering of incomes from criminal activities and financing or terrorism.

BTI can request from you any additional identifying information and support documents at any time at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. In this case, if you do provide incomplete or false information and documents, BTI shall be free to unilaterally refuse to provide its services to you.

By creating an Account, you also consent to receive electronic communications from us (e.g., via email or by posting notices to the Website). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. BTI may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

License to Access and Use Our Website and Content

Unless otherwise indicated in writing by us, the Website and all content and other materials contained therein, including, without limitation, the BTI logo, the Budbo logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of BTI, Budbo and/or their affiliates, licensors or users, as applicable, and are protected by U.S. and international copyright laws.

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable license to access and use the Website and Content. However, such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Website or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Website or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Website or Content, except as expressly permitted by us, and (f) use the Website or Content other than for their intended purposes. Any use of the Website or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of BTI or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in these Terms, the Website and Content may include software components provided by BTI, Budbo and/or their affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

Trademarks

The BTI logo, the Budbo logo and any BTI or Budbo product or service names, logos or slogans that may appear on the Website are trademarks of BTI, Budbo and/or their affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "BTI", "Budbo" or any other name, trademark or product or service name of BTI, Budbo and/or their affiliates without our prior written permission. In addition, the look and feel of the Website, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of BTI and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other

trademarks, registered trademarks, product names and company names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by BTI.

Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Website for noncommercial purposes, provided that such link does not portray BTI, Budbo and/or their affiliates or any of their products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking Website does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a BTI logo, a Budbo logo or other proprietary graphic of BTI or Budbo to link to the Website or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any BTI or Budbo trademark, logo or other proprietary information, including the images found on the Website, the content of any text or the layout or design of any page, or form contained on a page, on the Website without our express written consent. BTI and Budbo makes no claim or representation regarding, and accept no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the Website or of websites linking to the Website (“Third Party Websites and/or Services”). Such Third Party Websites and/or Services are not under our control, and we are not responsible for the contents of any Third Party Websites and/or Services, any link contained in Third Party Websites and/or Services, or any review, changes or updates to such Third Party Websites and/or Services. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any Website or any information contained therein. When you leave our Website, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Websites and/or Services to which you navigate from our Website.

Third Party Content

We may display content from third parties through the Website and Content (collectively, “Third Party Content”). BTI and Budbo do not control, endorse or adopt any Third Party Content, and they make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that BTI and Budbo are not responsible or liable in any manner for such interactions or Third Party Content.

User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Website or www.budbo.com (together with the Website, the “Websites”) or using Budbo Tokens. You agree that you will abide by these Terms and will not:

- Provide false or misleading information to BTI;
- Use or attempt to use another user’s account without authorization from such user and BTI;
- Use the Websites or Budbo Tokens in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Websites or Budbo Tokens, or that could damage, disable, overburden or impair the functioning of the Websites or Budbo Tokens in any manner;
- Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Websites or Budbo Tokens;
- Reverse engineer any aspect of the Websites, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Websites;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Websites or Budbo Tokens that you are not authorized to access;

- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Websites and Budbo Tokens, extract data or otherwise interfere with or modify the rendering of Websites pages or functionality;
- Use data collected from our Websites and Budbo Tokens to contact individuals, companies, or other persons or entities;
- Use data collected from the Websites and Budbo Tokens for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- Bypass or ignore instructions that control all automated access to the Websites or Budbo Tokens;
- Use the Websites or Budbo Tokens for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms; or
- Use the Platform or the Budbo Ecosystem to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Websites, the Platform, the Budbo Tokens or the Budbo Ecosystem.

You represent and warrant that (a) you are the rightful owner and entitled to use all Budbo Tokens purchased by you; (b) your purchase of Budbo Tokens does not violate the rights of any third party or applicable law; and (c) the currency used to buy Budbo Tokens corresponds to your actual assets and arrives from legal sources.

Your Data

You retain your ownership rights in the data you and any authorized user submits to BTI. By setting up your Account, you and each authorized user grant BTI and Budbo the right to collect and use such data as necessary (a) to provide access to and maintain the Website; (b) to respond to questions regarding the Website; and (c) to otherwise fulfill our obligations under these Terms. BTI and Budbo agree that they will hold all such data in confidence and will not use it for any purpose other than as permitted under these Terms. BTI's and Budbo's right to use data submitted as part of the sign-up or registration process or when using the Website is perpetual and irrevocable and shall survive the termination of these Terms. BTI and Budbo may collect statistical and other data regarding your use of the Website and use such data as BTI and/or Budbo deem necessary to develop and improve the Website; provided, however, that BTI and Budbo shall not disclose such data to any third party unless all information identifying it to you has been removed and/or such data has been combined with additional data such that it cannot be readily associated to you ("Aggregate Data"). BTI and Budbo shall own all rights in the Aggregate Data.

Monitoring

The Website has the ability to monitor your use of it so that BTI and Budbo may assess the performance and capabilities of the Website. You hereby grant BTI and Budbo the right to do so. While BTI and/or Budbo may monitor use of the Website, doing so does not (a) create any obligation by BTI or Budbo to report the results thereof; (b) constitute notice to BTI or Budbo of any fault or error in the Website or a violation of the Terms or the [Terms of Purchase](#); or (d) limit BTI's or Budbo's remedies for any violation of any of the above.

Feedback

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about BTI, Budbo, the Websites or the Budbo Tokens (collectively, "Feedback"). You agree that submission of Feedback is at your own risk and that BTI and Budbo have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant BTI and Budbo a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the Websites and Budbo Tokens.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless BTI, Budbo and their 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 (individually and collectively, the “BTI Parties ”), from and against all actual or alleged BTI Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Websites, Content or Budbo Tokens, (b) any Feedback you provide, (c) your violation of these Terms or the [Terms of Purchase](#), (d) your violation of the rights of another and (e) your purchase of the Budbo Tokens that is deemed to be illegal under the laws of the jurisdiction applicable to you. You agree to promptly notify BTI and Budbo of any third party Claims and cooperate with the BTI Parties in defending such Claims. You further agree that the BTI Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and BTI and/or Budbo.

Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY BTI, THE WEBSITE CONTENT CONTAINED THEREIN, AND BUDBO TOKENS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. BTI AND BUDBO DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE WEBSITE, CONTENT CONTAINED THEREIN AND BUDBO TOKENS. BTI AND BUDBO DO NOT REPRESENT OR WARRANT THAT CONTENT ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. BTI AND BUDBO WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE WEBSITE. WHILE BTI ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE WEBSITE, CONTENT AND BUDBO TOKENS SAFE, BTI AND BUDBO CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, CONTENT, BUDBO TOKENS OR THEIR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. BTI AND BUDBO CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD BTI AND BUDBO RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO THEIR FRAUD OR WILFUL MISCONDUCT.

BTI AND BUDBO WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE TO YOU FOR ANY USE OF BUDBO TOKENS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE WEBSITE OR BUDBO TOKENS. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY WHICH MAY NOT OTHERWISE BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

BUDBO TOKENS ARE AN INTANGIBLE DIGITAL ASSET. BUDBO TOKENS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY BUDBO TOKENS OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE PLATFORM. BTI AND BUDBO DO NOT GUARANTEE THAT BTI, BUDBO OR ANY OTHER BTI PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY BUDBO TOKENS.

BTI and Budbo are not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (note, wallet, contract), blockchains or any other features of the Budbo Tokens. BTI and Budbo are not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with Budbo Tokens including forks, technical node issues or any other issues having fund losses as a result.

SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

BTI AND BUDBO MAKE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD PARTY CONTENT OR THIRD PARTY WEBSITES AND/OR SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BTI AND BUDBO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD PARTY CONTENT OR THIRD PARTY WEBSITES AND/OR SERVICES OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE THIRD PARTY CONTENT OR THIRD PARTY WEBSITES AND/OR SERVICES THAT GIVE RISE TO ANY CLAIM.

We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Website or Content (or any features or functionality of the Website) at any time without notice and without obligation or liability to you.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us.

Assumption of Risk

You accept and acknowledge that:

- Purchasers of Budbo Tokens should expect prices to have large range fluctuations. The information published on the Website cannot guarantee that participants will not lose money.
- You are solely responsible for determining what, if any, taxes apply to your Budbo Token transactions. Neither BTI nor any other BTI Party is responsible for determining the taxes that apply to Budbo Token transactions.
- Our Website does not store, send, or receive Budbo Tokens. This is because the Budbo Tokens exist only by virtue of the ownership record maintained in the Platform. Any transfer of Budbo Tokens occurs within the Platform and not on this Website.
- There are risks associated with using an internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that BTI and Budbo will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Budbo Tokens, however caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Budbo Ecosystem and therefore the potential utility of Budbo Tokens.
- The Budbo Ecosystem will rely on third-party platforms such as the Apple App Store and the Google Play Store to distribute the applications through which users will access the Budbo Ecosystem. If the Budbo Ecosystem is unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if the Budbo Ecosystem providers violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Budbo Ecosystem and Budbo Tokens will suffer.

- Upgrades by Ethereum to the Platform, a hard fork in the Platform, or a change in how transactions are confirmed on the Platform may have unintended, adverse effects on all blockchains using the ERC-20 standard, including the Budbo Ecosystem.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Budbo Ecosystem and the utility of Budbo Tokens.
- The prices of blockchain assets are extremely volatile. Fluctuations in the price of Ether, BTC or other digital assets could materially and adversely affect the Budbo Tokens, which may also be subject to significant price volatility.

Limitation of Liability; Release

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BTI OR ANY OF THE OTHER BTI PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE WEBSITES, CONTENT OR BUDBO TOKENS OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM BTI DIGITAL, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO BTI'S OR BUDBO'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BTI OR ANY OF THE OTHER BTI PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE WEBSITE CONTENT, BUDBO TOKENS, OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED THE GREATER OF \$100 AND THE AMOUNT RECEIVED BY US FROM THE SALE OF BUDBO TOKENS THAT ARE THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

Modifications to the Website and Budbo Tokens

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Websites (or any features or parts thereof) or suspend or discontinue issuance of Budbo Tokens at any time and without liability therefor.

Dispute Resolution; Arbitration

Please read the following arbitration agreement in this Section carefully. It requires you to arbitrate disputes with BTI and Budbo and limits the manner in which you can seek relief from us.

Subject to the [Terms of Purchase](#), you expressly acknowledge and agree that the sole and exclusive forum for resolving any controversy or claim arising out of or relating to these Terms and your use of the Website shall be binding arbitration, under the American Arbitration Association (“AAA”) commercial arbitration rules, then in effect. You also agree that the AAA optional rules for emergency measures of protection shall also apply to the

proceedings. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Unless BTI, Budbo and You mutually agree on another location, all arbitrations shall be held in Orange County, California. In the event that this provision is held invalid or unenforceable, the remaining portions of this section shall remain in full force and effect.

IF YOU AGREE TO ARBITRATION WITH BTI AND BUDBO, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST BTI OR BUDBO ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST BTI OR BUDBO IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.

Severability

If any part or parts of these Terms are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Terms shall continue in full force and effect.

Survival of Agreement

These Terms and the Terms of Purchase shall survive the termination of your relationship with BTI.

Governing Law and Venue

Subject to the [Terms of Purchase](#), you irrevocably consent to the sole and exclusive jurisdiction of and venue in the state and federal courts located in Orange County, California, in connection with any suit or action in aid of arbitration and/or for any provisional remedy including, but not limited to, any preliminary injunctive relief. Subject to the [Terms of Purchase](#), these Terms will be governed, construed and enforced in accordance with the laws of the state Delaware, without giving effect to its choice of law rules.

Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Website and Content, at any time and for any or no reason, and you acknowledge and agree that BTI and Budbo shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

Legal Review

The Terms (and those in the Terms of Purchase) contain important provisions concerning your legal rights and obligations. BTI recommends that you seek outside legal counsel for such purpose. By accepting these Terms, you represent that you have had the opportunity to seek outside legal counsel and accept the terms hereof willingly and with full understanding of your rights and obligations hereunder.

Attorneys' Fees

If any legal action is brought by any party against the other regarding the subject matter of these Terms and/or the Website, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.

Miscellaneous

These Terms and the [Terms of Purchase](#) constitute the entire agreement between you and BTI relating to your access to and use of the Websites, and Content and your purchase and use of the Budbo Tokens. These Terms, the Terms of Purchase and any rights and licenses granted hereunder and thereunder, may not be transferred or assigned by you without the prior written consent of BTI and Budbo, and BTI's or Budbo's failure to assert any right or provision under these Terms or the Terms of Purchase shall not constitute a waiver of such right or provision. Any transfer without the BTI's and Budbo's written consent shall constitute a breach of the Terms and the Terms of Purchase and shall be void and of no effect. Except as otherwise provided herein, these Terms and the Terms of Purchase are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Contact Information

If you have any questions or concerns regarding these Terms, please contact BTI at: legal@budbo.io

Last updated: November 26, 2017