

# BRIXBY TOKEN PRE-SALE GENERAL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF BRICKS TOKENS OFFERING (“TERMS”) BY MEANS OF CONDUCTING AN ICO (and pre-ICO) REGULATE DISTRIBUTION OF BRICKS TOKENS (“TOKENS”, “BRICKS”) DURING THE TERM OF BRICKS TOKEN OFFERING BY BRIXBY TEAM (also “WE”, “US”, “OUR”) 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 [WWW.BRIXBY.IO](http://WWW.BRIXBY.IO) WEBSITE AND ANALYZE THE INFLUENCE OF THESE TERMS ON YOUR OBLIGATIONS, LEGAL RIGHTS AND RESPONSIBILITIES, AND CONTACT US IF YOU HAVE ANY QUESTIONS.

NOTHING IN THESE TERMS SHALL BE CONSIDERED TO CONSTITUTE A PROSPECTUS OF ANY SORT OR A SOLICITATION OF INVESTMENT OF ANY KIND. THESE TERMS, AS WELL AS THE INITIAL COIN OFFERING (“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, THIS INFORMATION DOES NOT CONSTITUTE A PROFESSIONAL CONSULTING ADVICE. WE DO NOT GUARANTEE THE ACCURACY, RELIABILITY, RELEVANCE OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THESE TERMS AND WE DO NOT ACCEPT ANY LEGAL RESPONSIBILITY FOR IT. POTENTIAL BRICKS TOKEN HOLDERS SHALL CONSULT RELEVANT INDEPENDENT ADVISORS PRIOR TO RELYING ON ANY INFORMATION PROVIDED HEREIN OR ENTERING INTO ANY TRANSACTIONS BASED ON THIS INFORMATION, DUE TO THE FACT THAT THE MATERIAL PUBLISHED HEREIN IS EXCLUSIVELY FOR INFORMATIONAL PURPOSES.

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. CONTENT, SERVICES AND PRODUCTS AVAILABLE ON OUR

WEBSITE OR IN ANY FORM OF COMMUNICATION, CAN NOT BE CONSIDERED A FINANCIAL AND / OR INVESTMENT RECOMMENDATION. WEBSITE PROVIDES CONTENT AS GENERAL INFORMATION. WE DO NOT RECOMMEND ANYTHING AVAILABLE ON THE WEBSITE AS INVESTMENT. IT IS POSSIBLE THAT YOU WILL LOSE A PART OR ALL OF THE FUNDS YOU HAVE SPENT ON ANY PRODUCT DESCRIBED ON THE WEBSITE ALSO DUE TO THE VOLATILITY OF PRICES AND/OR COSTS.

ONLY THE USERS WHO HAVE COMPLETELY READ, UNDERSTOOD AND ACCEPTED IN FULL AND AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS SHALL ACCESS AND USE THE WEBSITE, INCLUDING PURCHASE OF BRICKs TOKENS.

IF YOU DO NOT AGREE TO THE TERMS, AND IF YOU ARE NOT AN ELIGIBLE USER, YOU SHOULD NOT USE THE WEBSITE AND / OR TAKE ANY ACTIONS DESCRIBED ON THIS WEBSITE, INCLUDING PURCHASING BRICKs TOKENS.

BRIXBY TEAM RESERVES THE RIGHT TO MODIFY, ADD OR DELETE ANY PART OF THESE TERMS AND ANY OTHER DOCUMENTS ON THE WEBSITE AT ANY TIME FOR ANY REASON AT ITS OWN DISCRETION WITHOUT ANY ADDITIONAL NOTIFICATIONS WHATSOEVER, INCLUDING WITHOUT ANY NOTICES TO YOU. WE EXPECT THAT YOU PERIODICALLY REVIEW THESE TERMS TO FAMILIARIZE YOURSELF WITH MODIFICATIONS. YOU ACKNOWLEDGE AND EXPRESSLY CONFIRM THAT IF YOU CONTINUE USING THE WEBSITE AND TAKE ANY ACTIONS DESCRIBED ON THE WEBSITE AFTER WE HAVE PUBLISHED THE MODIFIED TERMS, YOU HAVE ACCEPTED THOSE MODIFIED TERMS.

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.

THESE ENGLISH LANGUAGE TERMS AND CONDITIONS ARE THE PRIMARY OFFICIAL SOURCE OF INFORMATION ABOUT BRICKs TOKENS. THE INFORMATION CONTAINED HEREIN MAY

FROM TIME TO TIME BE TRANSLATED INTO OTHER LANGUAGES OR USED IN THE COURSE OF WRITTEN OR ORAL COMMUNICATION WITH EXISTING AND PROSPECTIVE CUSTOMERS, PARTNERS, ETC. IN THE COURSE OF SUCH TRANSLATION OR COMMUNICATION SOME OF THE INFORMATION CONTAINED HEREIN MAY BE LOST, CORRUPTED, OR MISREPRESENTED. THE ACCURACY OF SUCH ALTERNATIVE COMMUNICATION CANNOT BE GUARANTEED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCIES BETWEEN SUCH TRANSLATIONS AND COMMUNICATIONS AND THESE OFFICIAL ENGLISH LANGUAGE TERMS AND CONDITIONS, THE PROVISIONS OF THIS ORIGINAL DOCUMENT SHALL PREVAIL.

## 1. Definitions

**BRICKs Token** (also **BRICKs** or **Tokens**) - 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 BRICKs holder to use the functionality of the decentralized BRIXBY platform in the full amount of purchased tokens, in case the BRIXBY project is successfully launched according to the established TERMS. BRICKS TOKEN 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.

**BRIXBY team** - creators of BRIXBY idea and initiators of BRICKs Token sale as presented on the main page of the Website (and/ or Whitepaper).

**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 taken as part of the project.

**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)** - 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 BRICKs tokens.

**Website** - means an Internet site [www.brixby.io](http://www.brixby.io), all subdomains and all their respective pages and services.

**Website owner (also Company, We, Us, Our)** - a company that shall be incorporated by BRIXBY team under the jurisdiction that does not prohibit use of cryptocurrency and token generation events on its territory as will be decided by BRIXBY team for the purpose of BRIXBY project development. We are not a financial entity, investment entity or a partner, employer, agent or adviser for any User. We do not bear legal, financial or any other responsibilities including those specified in the relevant jurisdictions for Losses, bad faith, payment of taxes, legitimacy and any other actions of a User. The respective details of Company will be published on the Website. Until the date of Company information publication any and all rights and obligations of the Website Owner as described herein and in any accompanying documents shall fully belong to the Brixby Team.

## 2. Smart contract

Users are offered special conditions described on the Website, for purchasing BRICKs Tokens with a discount.

BRIXBY reserves the right to offer special conditions to strategic partners and / or customers. BRIXBY does not charge any processing fee. Processing time and fees are determined by a payment processor. Future owners of BRICKs Tokens are responsible for paying all processing and financial fees charged by a payment processor in connection with payment.

Bricks smart contract guarantees:

### 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. Scope: only Ethereum users and contracts can be Token holders.
- 2.2.2. Uniqueness: each Token belongs to one user-owner. There are no shared Tokens.
- 2.2.3. 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, except for the gas spent on the transaction.
- 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 BRICKs 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.

Users also have no right to resell the acquired BRICKs Tokens on secondary market (for example, through an exchange or a direct transaction) to citizens and/ or resident (tax or other type) or other individuals and legal entities of the jurisdictions (states) listed above. In case BRICKs Tokens are purchased by not eligible Users, such Tokens will be canceled by Company and the funds from sales of these Tokens are not be subject to return. In addition, not eligible Users shall be fully liable and responsible for compensating any Losses born by the Company 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, including but not limited to money laundering and financing of terrorism; the User is NOT an ineligible User.

You agree that you acquire BRICKs Tokens for personal use as means of accessing BRIXBY platform for your personal utility and NOT for investment or financial purposes. You also agree that you DO NOT consider the BRICKs Token to be secure and You understand that the BRICKs Token may lose all its value and that you do NOT acquire BRICKs Tokens as an investment.

Any potential possibility of exchanging BRICKs Tokens to fiat (authorized by the government of the relevant jurisdiction) money goes beyond the influence of Brixby project and is not a service provided by the Company.

You understand that digital assets, blockchain technology, Ethereum protocol, bitcoin and other related technologies are new and unverified and are beyond the control of the Company.

When accessing the Website and Services, as well as purchasing BRICKs Tokens or using them, You confirm that You will not violate any law, contract, intellectual property or other third party rights or commit torts and that You are solely responsible for Your behavior when using the Website and taking any actions related the use of the Website and obtaining the Tokens.

You agree that You can only cancel the order for Token purchase, if such cancellation occurs before the transaction is executed. After Your order is executed, You cannot change, withdraw or cancel the transaction. If the order was partially processed, you can cancel the unprocessed balance. We reserve the right to cancel any cancellation request as soon you have made such request. All the transactions are irreversible once commenced. Although We can at our sole discretion cancel any transaction at certain extreme conditions, You do not have the right to cancel a transaction. Also, You agree that the Company is not responsible and does not compensate or make any refunds in case You incorrectly entered the data for the transaction and if the transaction did not lead to replenishment of Your wallet with Tokens.

You agree to electronically receive all communication, agreements, documents, receipts, notices and disclosures (collectively, "Communication") that BRIXBY provides in connection with Your account and / or use of the Website. You agree that BRIXBY may provide You with this Communication by posting it on the Website or by sending it to you at the e-mail address provided by you and / or modifying it in accordance with Your actual account.

You can not transfer or grant any of Your rights or obligations under these Terms without the prior written consent of BRIXBY, including according to the law or in connection with any change of control. BRIXBY may transfer any or all of its rights under these Terms in whole or in part without Your consent or approval.

Any and all fees and charges payable by You must be calculated and paid by Yourself. In case of request received by the Company, You shall provide at Our request any information, including your identification number, that We reasonably request to determine whether We are required to apply VAT or other taxes to your transactions. If any withholdings are required by law, You will

notify Us and pay Us such additional amounts to ensure that the net amount we receive after any withholdings is equal to the amount that we would have received if there were no such withholding. In addition, You are solely responsible to provide requested documentation confirming that the amounts withheld and deducted were paid to the appropriate tax authority.

## 4. Risks

In addition, You also confirm that You have been informed about the following risks associated with BRIXBY project, the Website, BRICKs Tokens and any other issues related to the project.

### 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 BRICKs 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. The Company does not guarantee that BRICKs Token or any other digital token (for example tokens available in public networks such as Bitcoin, Ethereum, Ripple, Litecoin, Dash, Monero, NEM, Golem, etc.) are legal in all jurisdictions. Every user of a digital token, especially the User of BRICKs, solely bears all legal or financial consequences if BRICKs is considered a security or will be deemed illegal in a User's respective jurisdiction. Each User is obliged to verify whether the acquisition and disposal of BRICKs Tokens is legal in his / her jurisdiction, and by accepting the provisions of this Document, each User agrees not to use BRICKs tokens in case their use is considered not legal. 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 BRICKs, which may impede or restrict existence, acceptability or value of such tokens. The legal capacity of BRIXBY project can be altered as a result of future legal actions. In case it is high certain that BRICKs is not legal in a particular jurisdiction, the Company will either: a) terminate operations in this jurisdiction, or b) adjust BRICKs Token in a manner that is consistent with legal requirements.

### 4.2. Risks associated with Ethereum protocol

Bricks Token is based on Ethereum protocol. Thus, a malfunction, unintended function, or unforeseen operation of the Ethereum protocol may cause BRICKs to become defective or function unexpectedly or unintentionally. Ether, the value token of Ethereum platform, may itself lose value either similarly to BRICKs Token or in any other ways. More information about Ethereum can be found at [www.ethereum.org](http://www.ethereum.org).



### 4.3. Risks of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Ethereum or third-party wallets, the Website or BRICKs Token in variety of way, including but not limited to denial of service attacks, Sybil attacks, spoofing, smurfing, malicious attacks or consensus-based attacks.

### 4.4. Risk of security vulnerabilities in the source code of BRICKs Token or any associated software and / or infrastructure

There is a risk that BRICKs Token may unintentionally contain flaws or bugs in its source code that affect the use of Token or cause the loss of a Token.

### 4.5. Risk of weaknesses or operational breakthroughs in the field of cryptography

Technological advances, such as the development of quantum computers, can pose risks for cryptocurrencies and the Ethereum protocol, which could result in the theft or loss of BRICKs.

### 4.6. Risk of uninsured losses

Unlike bank accounts or accounts in other financial institutions, such as brokers, the value of digital tokens, such as the BRICKs, is completely uninsured. In the event of loss or loss of value, there is no public or private insurer to offer recourse to Users.

### 4.7. Unexpected risks

Cryptocurrency and blockchain are new and untested technologies. Apart from the risk set forth herein, there is a risk that BRIXBY CANNOT foresee some risks and it is reasonable to assume that the unexpected risks exist or may realise.

## 5. Financial regulation. Cooperation with legal authorities and financial institutions.

BRIXBY project and BRICKs Token are not legally regulated. BRIXBY project closely monitors changes in legislation in the most appropriate jurisdictions and undertakes to act accordingly if any changes affect BRICKs Tokens. BRIXBY project is not a financial institution and is currently not under the supervision of any body of any financial regulator.

BRIXBY project undertakes to cooperate with any state or regulatory body or supervisory authority of any country, as well as with all authorized financial institutions, and strictly abide by AML (anti-money laundering), KYC (Know Your Client), and other banking or governmental rules and regulations, in connection with which any User undertakes to provide the Company all necessary information, including personal data, in order comply with token acquiring procedure of the applicable legislation, if such information is requested from the User or the Company by the authorized body. We have the right to request information about the name, address of residence, phone number and email address, data on transactions made, etc. The responsibility for refusing to provide this information lies solely with You. Personal information received from registered Users and holders of BRICKs tokens, information on the number of Tokens held, addresses of used wallets and other relevant information may be disclosed to law enforcement and government authorities and other third parties if BRIXBY is required to disclose such information by law, by the subpoena or court order. Under no circumstances shall BRIXBY be liable for such disclosure.

## 6. Copyright and other intellectual property rights

The Company has a valid unrestricted and exclusive ownership of patents, trademarks, trademark registration, trade names, copyrights, know-how, technology and other intellectual property required for BRICKs Tokens and the operation of the Terms as a whole. In no event shall these Terms give any User the right to any intellectual property of the Website. Any and all intellectual property rights to the Website and all texts, graphics, user interface, visual interface, photos, trademarks, logos, artwork and computer code, design, structure, coordination, expression and other content associated with the Website, belong to the Company and are protected by national and international intellectual property rights. The Terms do not have any implied licenses and any and rights belong to the Company. In case of registration of intellectual property rights the Company requires any documents or any other actions from the User, the User must provide the Owner of the Website appropriate assistance.

We will have exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas, concepts, methods, systems, projects, plans, or other similar materials regarding BRIXBY or Our Services that You post or otherwise exchange on the Website, or provide by email, through our Services or otherwise. Any feedback We receive is not confidential and becomes a property of BRIXBY. We will be entitled to unrestricted use and distribution of such feedback for any purpose, commercial or otherwise, without Your consent or compensation. You waive any rights that may arise to such feedback (including any copyrights or moral rights). Please do not send us any feedback if you expect any compensation for it or you would like to continue having some ownership of such feedback; your idea may be valuable but we may already have the same or a similar idea and we do not want any disputes. We also have the right to disclose Your identity to any third party who claims that some content posted by you violates their intellectual property rights or their right to privacy. We have the right to

remove any publication that You posted from our Website if, in Our opinion, Your publication does not comply with the content standards set forth in this section.

## 7. Confidentiality

Your privacy is important to Us. Here are Our guiding principles:

- 7.1. We do not ask You to provide any personal information unless We really need it.
- 7.2. 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.
- 7.3. We do not store personal information on Our servers, unless it is required for delivering one of our Services.
- 7.4. 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.

BRIXBY privacy policy is posted on the Website.

## 8. Miscellaneous

These Terms contain the entire agreement and replace any and all previous agreements regarding BRIXBY services between the parties. No failure to exercise or delay in exercising any right, 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 provision 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.