

# BRIXBY TOKEN PRE-SALE GENERAL TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF BRICKS<sub>s</sub> TOKENS OFFERING (“TERMS”) BY MEANS OF CONDUCTING AN ICO (and pre-ICO) REGULATE DISTRIBUTION OF BRICKS<sub>s</sub> TOKENS (“TOKENS”, “BRICKS<sub>s</sub>”) DURING THE TERM OF BRICKS<sub>s</sub> TOKEN OFFERING ARE APPLIED TO PERSONS USING OR WILLING TO USE THE WEBSITE OR TAKING ANY ACTIONS DESCRIBED ON THE WEBSITE, INCLUDING PURCHASE OF TOKENS.

PLEASE MAKE SURE TO READ THESE TERMS CAREFULLY PRIOR TO TAKING ANY ACTIONS DESCRIBED IN THIS DOCUMENT AND ON [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<sub>s</sub> 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. PRIOR TO PURCHASING BRICKs TOKENS, YOU SHALL CAREFULLY STUDY THE TERMS DESCRIBED BELOW AND, ON AS NEEDED BASIS, CONSULT YOUR LEGAL CONCIL, ACCOUNTANT, OR TAX ADVISOR. YOU SHALL NOT PURCHASE BRICKs TOKENS, IF ANY OF THE TERMS DESCRIBED BELOW ARE UNACCEPTABLE TO YOU. BY PURCHASING BRICKs TOKENS, YOU ACKNOWLEDGE AND AGREE THAT NEITHER BRIXBY TEAM NOR BRIXBY PROJECT ARE RESPONSIBLE FOR ANY LOSSES AND DAMAGES IN CONNECTION TO PURCHASING OF BRICKs TOKENS, INCLUDING THOSE DESCRIBED IN THE TERMS BELOW.

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.

WE 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

**BRIXBY team (“We”, “BRIXBY”)** – creators of Brixby idea and initiators of BRICKs Token sale as presented on the main page of the Website (and/ or Whitepaper).

**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 full amount of purchased Tokens, in case the BRIXBY project is successfully launched according to the established TERMS. BRICK 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.

**Losses** – refers to losses, claims, injuries, delays, accidents, business interruptions, expenses (including, but not limited to, attorney’s or legal fees or expenses for any claims), any incidental, direct, indirect, general, special, punitive, exemplary, special or indirect losses, any losses of business reputation, loss of profits or any other economic losses, any loss of cryptocurrency or digital assets, any work discontinuation, loss of data, computer failure or malfunction or any other commercial or other loss.

**Service** – includes content of the Website and any other actions need in order for Users to purchase Tokens described on the Website or any other actions described on the Website.

**USA** – means the United States of America, all its territories and assets, any state of the United States of America and other insular and dependent territories of the United States.

**User (also You, Buyer)** – means both a natural person and a legal entity, including a corporation, association, partnership and any form of legal organization using the Website, with or without prior registration and authorization using or not using the Account, purchasing or not purchasing BRICKs Tokens.

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

## 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. GOVERNING LAW AND DISPUTE RESOLUTION**

In order to resolve any disputes, disagreements or claims arising out of or relating to these Terms or any violation thereof, the Parties agree to first turn to negotiations in good faith for the period of at least sixty (60) days after a written notification of such disagreement or claim has been received by one of the Parties. If the negotiations do not lead to the satisfactory resolution of a dispute, disagreement or claim of all Parties during this period, the Parties unconditionally submit to the exclusive jurisdiction of the courts as based on the information provided on the Website. These Terms are intended to fully reflect the terms of this initial agreement between the Parties. No provision of these Terms shall be deemed to be cancelled unless such cancellation is done by BRIXBY in writing. Waiver of any provisions of these Terms will not be considered as a waiver of a subsequent violation of such provision or a waiver of a similar provision. In addition, a waiver of any breach or failure to comply with any term or condition of this Agreement shall in no way affect, restrict or revoke the rights of a Party under this Agreement at any time to ensure strict adherence to the terms and conditions of this Agreement.

#### **4. 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 cancelled by BRIXBY 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 BRIXBY 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 BRIXBY.

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

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 BRIXBYX 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.

Any purchase of BRICKs Tokens is final. The purchase of BRICKs Tokens is not refundable unless the ICO does not reach the soft cap (i.e. lower limit) or in case of other legal event specified in these Terms and Conditions, other BRIXBY documents, or as required by applicable law.

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.

Any and all fees and charges payable by You must be calculated and paid by Yourself. In case of request received by BRIXBY, 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. You, as a buyer of BRICKs Tokens, are responsible for determining whether the acquisition of BRICKs Tokens will be a potential basis for the taxation in the place of Your tax residency. By purchasing BRICKs Tokens in the amount permitted by law, You, as a buyer, agrees that the BRIXBY team as such is NOT responsible for Your tax liability associated with the acquisition of BRICKs Tokens. 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.

## **5. 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.

### **5.1. 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. BRIXBY 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, BRIXBY will either: a) terminate operations in this jurisdiction, or b) adjust BRICKs Token in a manner that is consistent with legal requirements.

### **5.2. 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).

### **5.3. 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.

### **5.4. 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.

### **5.5. 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.

### **5.6. 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.

### **5.7. 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.

## **6. 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 BRIXBY 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 BRIXBY 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.

## **7. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

BRIXBY 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 BRIXBY and are protected by national and international intellectual property rights. The Terms do not have any implied licenses and any and rights belong to BRIXBY. In case of registration of intellectual property rights, BRIXBY 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.

## **8. CONFIDENTIALITY**

Although BRIXBY requires that You provide proof of identity according for the purposes of AML and KYC, BRIXBY will not publish such information related to the purchase of BRICKs Tokens without Your prior written consent. BRIXBY may contact the Buyer by e-mail or any other means of communication that may be replicated in wiring regarding the purchase of BRICKs Tokens with the request for additional information if required under applicable law. BRIXBY has the right to refuse the sale of the Tokens if the requested information is not provided.

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

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

**8.2. 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.**

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

**8.4. 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.



## **9. GENERAL INDEMNIFICATION**

**9.1. THE BUYER AGREES THAT BY PURCHASING BRICKS TOKENS S/HE ASSUMES ALL RISKS AND THAT BRICKS TOKENS ARE PROVIDED ON "AS IS" BASIS WITHOUT ANY DIRECT OR INDIRECT WARRANTIES OF ANY KIND THAT INCLUDE, BUT ARE NOT LIMITED TO, DIRECT OR INDIRECT ASSURANCES OF APPLICABILITY OF THE TOKENS FOR ANY PURPOSES. WITHOUT LIMITING THE FOREGOING, BRIXBY DOES NOT GUARANTEE THAT THE PROCESS OF PURCHASING BRICKS TOKENS WILL BE FREE OF ANY INTERRUPTIONS AND ERRORS.**

**9.2. THE BUYER AGREES, TO THE EXTENT PERMITTED BY LAW, TO HOLD BRIXBY HARMLESS FROM ANY LIABILITY AND DAMAGES CAUSED TO OR CAUSED BY THE USE OR INABILITY TO USE BRICKS, OR ANY OTHER INDIRECT OR RELATED DAMAGE, INCLUDING LOSS OF PROFITS, REPUTATION OR DATA, IN ANY WAY RELATED TO THE USE OR INABILITY TO USE, PURCHASE OR LACK OF OPPORTUNITY TO PURCHASE BRICKS. TO THE EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL BRIXBY'S LIABILITY TO THE BUYER BE LARGER THAN THE AMOUNT THE BUYER PAID FOR THE PURCHASE OF BRICKS DURING THE ICO. NO PROVISION OF THESE TERMS WILL AFFECT THE BUYER'S RIGHT TO LEGAL ACTION IN THE EVENT OF INTENTIONAL BREACH OF OBLIGATIONS BY BRIXBY. THE BUYER WILL NOT HOLD BRIXBY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE DUE TO THE SPECIFICS OF THE LEGAL FRAMEWORK GOVERNING ICOS AND CRYPTO CURRENCY IN THE BUYER'S TAX RESIDENCY OR ANY OTHER LEGAL REGULATION APPLICABLE FOR ANY REASON TO THE BUYER.**

## **10. FORCE MAJEURE**

BRIXBY is not liable for breach of obligations in case of, but not limited to: a natural disaster; military actions, the entry into force of state legislative acts, or other unpredictable events or circumstances. In the circumstances of force majeure, the Party affected by the inability of the other Party to fulfil its obligations may suspend the Agreement in whole or in part for the period of Force Majeure. A Party under the influence of such circumstances will cooperate with the affected Party by helping to minimize the influence of force majeure circumstances within reasonable limits.

## **11. PURPOSE OF THE AGREEMENT**

These Terms govern the conditions of buying and selling BRICKs Tokens between the Buyer and BRIXBY. In all the matters relating to the purchase and sale of BRICKs Tokens, the Buyer agrees to rely on this document and its annexes and understands that these documents control the sale of BRICKs Tokens and replace any and all public statements about the ICO made by any third parties or members of the BRIXBY team in the past or during the ICO.

## **12. SEVERABILITY**

The Buyer and BRIXBY agree that, if any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.

## **13. NO REFUSAL**

Failure of BRIXBY to enforce strict compliance with the provisions of these Terms or BRIXBY's inability to exercise its rights shall not be considered a waiver of the rights in this or any other case.

## **14. COOPERATION WITH REGULATORS**

BRIXBY will cooperate with the legal authorities upon receipt of requests for information if those requests are duly formalized and documented in accordance with applicable law and will adhere to the required procedures in accordance with applicable law as well as international standards for countering money laundering.

## **15. 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.