

# BCG TOKEN SALE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("BCG") from BCG Predictive Markets. Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the BCG token sale.

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE BCG TOKENS FROM THIS COMPANY. BY PURCHASING BCG TOKENS FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE.** By purchasing BCG tokens, and to the extent permitted by law, you are agreeing not to hold any of the Company and its 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 liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of BCG, including losses associated with the terms set forth below.

If you do not have any experience dealing with cryptographic tokens and blockchain-based software systems you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you should not purchase BCG tokens.

Only individuals, entities, or companies that have significant experience with and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum tokens, and blockchain based software systems should purchase BCG tokens. This includes a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. Although BCG predictive markets will be available to assist purchasers of BCG during the sale, BCG predictive markets will not be responsible in any way for loss of ETH or BCG resulting from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase BCG or participate in the sale of BCG. Your participation in BCG sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

**PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE BCG TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:**

## 1. Conditions to BCG token sale

1.1 There is no restriction of the nationality or permanent residence of the BCG token sale.

1.2 When you purchase, or otherwise receive, a BCG token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the BCG tokens:

1.2.1 neither the Company nor any of the BCG Predictive Markets Team has provided you with any advice regarding whether BCG is a suitable investment for you;

1.2.2 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;

1.2.3 you are legally permitted to receive and hold and make use of BCG in your and any other relevant jurisdiction;

1.2.4 you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of BCG and allocate BCG to you;

1.2.5 you have not supplied us with information relating to your acquisition of BCG or otherwise which is inaccurate or misleading;

1.2.6 you will provide us with any additional information, which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

1.2.7 you will notify us promptly of any change to the information supplied by you to us;

1.2.8. you will comply with our policy as made available on the Website and as amended from time to time at our discretion;

1.2.9 you are of a sufficient age (if an individual) to legally obtain BCG, and you are not aware of any other legal reason to prevent you from obtaining BCG;

1.2.10 you take sole responsibility for any restrictions and risks associated with receiving and holding BCG, including but not limited to these set out in the following policies.

1.2.11 by acquiring BCG, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;

1.2.12 you are not obtaining or using BCG for any illegal purpose, and will not use BCG for any illegal purpose;

1.2.13 you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of BCG;

1.2.14 A BCG token does not give any rights on dividend or interest. The BCG token is final and nonrefundable. The BCG token is not a share and does not give any right to participate to the general meeting of the Company and cannot have a performance or a particular value outside the BCG Market Prediction platform or another affiliate platform. The purchase and use of BCG token shall therefore not be done for speculative usage;

1.2.15 to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of BCG and/or the Ethereum Network;

1.2.15 you accept that BCG is created and you obtain BCG on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing BCG without being able to provide any warranties in relation to BCG, including, but not limited to, title, merchantability or fitness for a particular purpose;

1.2.16 you are solely responsible for determining whether your contribution to Company for the purposes described hereunder, the transfer of ETH, the creation, ownership, use, sale, transfer or liquidation of BCG, the potential appreciation or depreciation in the value of BCG over time (if any), the allocation of BCG and/or any other action or transaction contemplated related to the Bloom Platform will give rise to any tax implications on your part.

## 2. Structure of the BCG sale

2.1 There will never be more than 2 billion BCG tokens.

2.2 Among these, 40 percent, that is 0.8 billion will be used for this Token issue. This Token issue only accommodates ETH, and the total raising target is 10000 ETH. The BCG Token is priced at 1ETH = 80000 BCG Tokens. Ownership of BCG during the BCG token sale carries no rights express or implied. Purchases of BCG are non-refundable.

2.3 The US Dollars to ETH exchange rate is used to dynamically set the ETH to BCG rate. As a result, for the duration of the BCG sale, the price to purchase a BCG will be set as an amount in ETH.

2.4 Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any BCG purchased from the Company.

2.5 The anticipated distribution of the BCG tokens is as follows:

2.5.1 Tokens Issued: 40%

2.5.2 Development and operation team: 25%.

2.5.3 Partners: 20%

2.5.4 Platform development fund: 15% (if there is a need to raise funds later, the community votes should be held before implementation.)

## 3. Timing of BCG Token Sale

3.1 The BCG sale begins at March 1<sup>st</sup>, 2018 and finishes June 5<sup>th</sup>, 2018. The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

3.2 The general public will be able to see the total number of BCG tokens currently sold, as well as the distribution of all BCG tokens between the participating Ethereum accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of BCG tokens allocated to the shareholders of Company. Furthermore, the Ethereum accounts used to store ETH during the BCG sale duration will be publically available and their balances will also be made available on the Website.

#### 4. After the BCG Token Sale

4.1 The Purchasers should have no expectation of influence over governance of the Company.

4.2 Upon the conclusion of a successful BCG sale, the digital assets backing each BCG token will be transparently purchased.

4.3 The Company will provide you with an official and regular audit conducted on the financial status of the platform. Through this audit, you can gain a clear view of the financial status of the platform. Access to the audit results does not constitute a BCG purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased BCG tokens.

4.4 Prior to a Purchaser selling BCG after the BCG token sale completion, such Purchaser shall ensure that the buyer of any such BCG undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the BCG token sale.

#### 5. The Company will not purchase BCG during the BCG sale

5.1 The Company warrants that neither it nor its shareholders will purchase BCG during the BCG sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase BCG from any third party during the period of the BCG sale.

#### 6. All purchases of BCG are final

6.1 All purchases of BCG are final. Purchases of BCG are non-refundable. By purchasing BCG, the purchaser acknowledges that neither the company nor any of its affiliates, directors or shareholders is required to provide a refund for any reason.

6.2 If the company believes, in its sole discretion, that any individuals or entities owning BCG creates material regulatory or other legal risks or adverse effects for the company and/or BCG, the company reserves the right to buy all BCG from such BCG owners at the then-existing market price.

#### 7. Taxation of BCG and Taxation Related to the ICO

7.1 The Purchaser bears the sole responsibility to determine if the purchase of BCG with ETH or the potential appreciation or depreciation in the value of BCG over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing BCG, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of BCG.

## 8. Privacy

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

## 9. Force Majeure

The BCG Predictive Market Team is not liable for failure to perform solely caused by:

9.1 unavoidable casualty,

9.2 delays in delivery of materials,

9.3 embargoes,

9.4 government orders,

9.5 acts of civil or military authorities,

9.6 acts by common carriers,

9.7 emergency conditions (including weather conditions),

9.8 security issues arising from the technology used,

9.9 or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## 10. Disclaimer of Warranties

10.1 The purchaser expressly agrees that the purchaser is purchasing BCG at the purchaser's sole risk and that BCG is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of the BCG team warrants that the process for purchasing BCG will be uninterrupted or error-free.

## 11. Limitations Waiver of Liability

11.1 the purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to (i) use of, or inability to use, BCG or (ii) the BCG predictive market team under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the BCG Predictive Market team shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase, BCG, or arising out of any interaction with the smart contract implemented in relation to BCG. The purchaser further specifically acknowledges that the BCG predictive market team is not liable for the conduct of third parties, including other purchasers of BCG, and that the risk of purchasing and using BCG rests entirely with the purchaser. to the extent permissible under applicable laws, under no circumstances will any of the BCG predictive market team be liable to any purchaser for more than the amount the purchaser have paid to the company for the purchase of BCG. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the terms may not apply to a purchaser. In particular, nothing in these terms shall affect the statutory rights of any purchaser or exclude injury arising from any willful misconduct or fraud of the BCG predictive market team.

## 12. Complete Agreement

12.1 These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of BCG. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of BCG and supersede any public statements about the BCG token sale made by third parties or by the BCG PREDICTIVE MARKET Team or individuals associated with any of the BCG PREDICTIVE MARKET Team, past and present and during the BCG token sale.

### 13. Severability

13.1 The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

### 14. No Waiver

14.1 The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the BCG PREDICTIVE MARKET Team shall be deemed a modification of these Terms nor be legally binding.

### 15. Updates to the Terms

15.1 The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing BCG. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

### 16. Cooperation with Legal Authorities

16.1 The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

## 17. Indemnification

17.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the BCG Predictive Market Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of BCG; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

17.2 The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## 18. Security

18.1 You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold BCG purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## 19. Language

19.1 Currently, only English and Chinese versions of any BCG PREDICTIVE MARKET's communications is considered official. The English version shall prevail in case of differences in translation.

## 20. Governing Law

20.1 The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

## 21 Arbitration

21.1 Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination (“Dispute”), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

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