

*Consumer notice: this BOOSTEROID Token Sale Agreement is not an offer of securities or a collective investment scheme, nor does it require registration with or approval from the Financial CONDUCT Authority. You are advised to read this document carefully and in full.*

Posted: July 1, 2018

Effective Date: July 1, 2018

## 1. Introduction of the BOOSTEROID Platform and the features of the BTR token

BLOCKCHAIN DATA GROUP LP, a company existing under the laws of England and Wales, with the Limited Partnership Number LP18396 (hereinafter the “BLOCKCHAIN DATA GROUP”) welcomes You (hereinafter the “User”) to use BOOSTEROID’s smart contract deployed in Ethereum decentralized platform (hereinafter “BOOSTEROID Smart-Contract”) in accordance with the terms of this BOOSTEROID Token Sale Agreement.

BOOSTEROID is a secure cloud services platform that provides convenient access to computing resources, storage, software products and other functionality using BTR tokens for internal payments.

BTR tokens are created according to the ERC20 specifications of the Ethereum blockchain.

BTR tokens are cryptographically secured representation of a token-holder's rights to obtain services in future.

The User acknowledges, understands and agrees that ownership of the BTR tokens does not grant the User the right to receive profits, income, or other payments or returns arising from the acquisition, holding, management or disposal of, the exercise of, the redemption of, or the expiry of, any right, interest, title or benefit in the BOOSTEROID, or BOOSTEROID Platform, or any other BOOSTEROID’s property or any part of it.

The User is aware of the merits, risks and any restrictions associated with BTR tokens and Blockchain-technologies, including but not limited to: (i) Risk of Losing Access to Tokens Due to Loss of Private Key(s), (ii) Risks Associated with the Ethereum Platform Protocol, (iii) Risk of Hacking and Security Weaknesses, (iv) Risk of Uninsured Losses, (v) Risks Associated with Uncertain Regulations and Enforcement Actions.

Based on the famous Howey test BTR tokens should not be deemed as securities or a collective investment scheme:

- (i) BTR tokens do not grant to the User any voting or ownership rights;
- (ii) BTR tokens do not grant to the User any return on investment;
- (iii) BTR tokens do not grant to the User any profit and passive income from the ownership of BTR tokens.

Therefore, the BTR tokens are not securities and are not registered with any government entity as a security, and shall not be considered as such.

The User may purchase the BTR token during the period mentioned in the BOOSTEROID White Paper in accordance with this BOOSTEROID Token Sale Agreement.

By purchasing BTR tokens the User expressly acknowledge and assume these risks. If you have any questions regarding this information or regarding this BOOSTEROID Token Sale Agreement, please contact us at [support@boosteroid.com](mailto:support@boosteroid.com).

## 2. BOOSTEROID Offer

This BOOSTEROID Token Sale Agreement constitutes an offer to conclude the agreement for purchase and use of BTR tokens under the conditions stated below (the BOOSTEROID Offer for purchase and use of BTR tokens) and can be accepted by any person (with the exception of the user specified in Article 7 of the BOOSTEROID Token Sale Agreement) not otherwise than by adherence to the entire this BOOSTEROID Token Sale Agreement, including the conditions of its applications, which are deemed to be its integral part.

This BOOSTEROID Token Sale Agreement includes and hereby incorporates by reference the following application: The BOOSTEROID Whitepaper located at <http://ico.boosteroid.com/pdf/whitepaper.pdf>

BLOCKCHAIN DATA GROUP may, in its sole discretion, amend the BOOSTEROID Token Sale Agreement at any time by posting a revised version on the site at <http://ico.boosteroid.com>

Any revisions to the BOOSTEROID Token Sale Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date"). If the change includes an increase of the fees charged by BLOCKCHAIN DATA GROUP, such change would take effect according the BOOSTEROID White Paper.

## 3. User's Acceptance

To become a party of the BOOSTEROID Token Sale Agreement, which means the acceptance of the BOOSTEROID Offer for purchase and use of the BTR tokens under the conditions stated below, the User shall purchase any amount of the BTR tokens in accordance with the BOOSTEROID White Paper which are published at <http://ico.boosteroid.com/pdf/whitepaper.pdf>.

By purchasing the BTR tokens in accordance with the BOOSTEROID White Paper, the User acknowledges and agrees that fully and unconditionally accepts the BOOSTEROID Offer for purchase and use of the BTR tokens under the conditions stated in the BOOSTEROID Token Sale Agreement, without any reservation or exception.

The moment when the BOOSTEROID Token Sale Agreement is concluded (the acceptance of the BOOSTEROID Offer for purchase and use of the BTR tokens), shall be the moment of the first purchase of the BTR tokens by the User.

If you do not agree to all of the terms of the BOOSTEROID Token Sale Agreement, You may not purchase any amount of the BTR tokens.

## 4. The User's Digital signature

After registration on the website <http://ico.boosteroid.com>, the User receives a Login and Password to access BOOSTEROID.

By using the Login and Password the User confirms the formation of his or her User's Electronic signature, and the information in electronic form, signed by the User using the Electronic signature (using his or her Login and Password), shall be accepted by the User and the BLOCKCHAIN DATA GROUP to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of Login and Password of the user (Electronic signature), considered to be executed by the User.

User's account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the BOOSTEROID Token Sale Agreement and any amendments.

## 5. The BOOSTEROID Token Sale Agreement Grants

The BLOCKCHAIN DATA GROUP shall grant to the User an opportunity to use the BTR tokens for purchasing of services according to the BOOSTEROID White Paper.

## 6. The BOOSTEROID Token Sale Agreement Grant Restrictions

User shall not, and shall not allow any third party to:

(i) insert into the BOOSTEROID, the BOOSTEROID smart-contract and the BTR token any viruses, worms, date bombs, time bombs, or other code that is specifically designed to harm the use of the BOOSTEROID, the BOOSTEROID smart-contract and the BTR token to cease operating, or to damage, interrupt, or interfere with any end user data;

(iii) use the BTR tokens for of illegal or unlawful actions or other unauthorized purposes;

(iv) exceed the scope of any license granted to User hereunder.

## 7. Representations and Warranties

By purchasing the BTR tokens, the User represents and warrants that:

(i) the User have read and understood the BOOSTEROID Token Sale Agreement in full;

(ii) the User have read and understood the BOOSTEROID White Paper in full;

(iii) the User fully understands, realizes and agrees with the information about the functionality, usage, storage, transmission mechanisms and other material characteristics of BTR tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing BTR tokens;

(iv) the User fully understands, realizes and agrees that BTR tokens are created on a blockchain and are designed to be used to make various internal payments through the BOOSTEROID and it does not grant to the User any voting or ownership rights, any return on investment or any profit and passive income from the ownership of BTR tokens;

(v) the User will not forge, or otherwise manipulate any personal or non-personal data requested by BLOCHAIN DATA GROUP in the process of the User's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by BLOCKHAIN DATA GROUP in the event when such necessity arises in connection within the requirements of anti-money laundering in accordance with the applicable law.

(vi) the User's purchase of BTR tokens complies with applicable laws and regulations in the User's jurisdiction;

(vii) the User is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or digital tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act; the User is not a citizen or resident of, or located in United States, and do not have a primary residence or domicile in the United States; the User is not a citizen or resident of, or located in China, and do not have a primary residence or domicile in China;

(viii) the User do not intend to hinder, delay or defraud the BLOCKCHAIN DATA GROUP or any other users of the BOOSTEROID or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union, or in any place of the world.

## 8. Purchasing of the BTR tokens

The User may purchase the BTR token in return for opportunities to obtain in future the BOOSTEROID services.

In order to purchase the BTR tokens the User must comply with the requirements of Article 7 of the BOOSTEROID Token Sale Agreement.

The BLOCKCHAIN DATA GROUP shall reserve the right to refuse selling the BTR token to anyone who does not meet criteria necessary for their buying, as set out hereunder or by the applicable law.

BTR tokens shall be issued in a limited number. All the BTR tokens shall be of equal functionality.

The User may purchase the BTR tokens during the Pre-ICO Period by exchanging ethers (ETH) for the BTR tokens at the exchange rate shown in User's personal account, other bonuses may be applied in accordance with the rules of the BOOSTEROID White Paper.

## 9. Taxes

The User shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the BOOSTEROID Token Sale Agreement.

## 10. Proprietary rights

The BOOSTEROID Token Sale Agreement does not convey the title or ownership of the BOOSTEROID, the BOOSTEROID smart-contract from the BLOCKCHAIN DATA GROUP to the User but instead gives the User only the limited rights and abilities to use the BTR tokens as set forth above.

BLOCKCHAIN DATA GROUP reserves all rights not expressly granted by this Token Sale Agreement and Terms and Conditions of Use.

## 11. Liability

BOOSTEROID and the BTR tokens are provided «as is».

The User acknowledges and agrees that BOOSTEROID and BTR tokens may minor mistakes, which BLOCKCHAIN DATA GROUP promises to correct if possible.

The User acknowledges and agrees that the BLOCKCHAIN DATA GROUP does not warrant the User any financial or other type of outcome, which is the result of the use of the BOOSTEROID and BTR tokens.

Nevertheless, the Parties shall be responsible for compliance with the terms of the BOOSTEROID Token Sale Agreement, for fulfillment of the User's commitments and guarantees in the manner and in the amount prescribed by the BOOSTEROID Token Sale Agreement, in particular:

(i) In case of filing accusations, claims or lawsuits to BLOCKCHAIN DATA GROUP related to non-compliance by the User of the BOOSTEROID Token Sale Agreement and/or engagements entered by the User during the participation in Pre-ICO and ICO, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the BLOCKCHAIN DATA GROUP documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.

(ii) In case of filing accusations, claims or lawsuits against BLOCKCHAIN DATA GROUP, related to non-compliance by the User with exclusive rights or other rights of third parties, the User agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate BLOCKCHAIN DATA GROUP the documented proven losses, court fees, legal costs, incurred in connection with the refusal of the User or untimely fulfillment of his obligations by the User.

(iii) In case of the Users' violation his obligations under Article 7 of the BOOSTEROID Token Sale Agreement, the BLOCKCHAIN DATA GROUP reserves the right to (i) terminate the User's Account, (ii) demand full compensation from the User for losses caused by every violation; (iii) bring a case before a court if the compensation doesn't cover the BLOCKCHAIN DATA GROUP's loss; (iv) release the information relating to the User's identity and location to any authorized officer in accordance with the applicable law.

## 12. The BOOSTEROID Token Sale Agreement term & termination

The BOOSTEROID Token Sale Agreement between the BLOCKCHAIN DATA GROUP and the User shall commence upon acceptance by User of all the terms of the BOOSTEROID Token Sale Agreement by clicking the purchase button or by purchasing any amount of BTR tokens and using any part of the BOOSTEROID smart-contract and the BOOSTEROID, and shall continue until terminated in accordance with the terms of the BOOSTEROID Token Sale Agreement.

The BLOCKCHAIN DATA GROUP shall have the right at its sole discretion and without any prior written notice terminate the BOOSTEROID Token Sale Agreement if:

- (a) the User provided invalid data to complete the registration process;
- (b) the User failed to comply with the requirements of Article 7 of the BOOSTEROID Token Sale Agreement;
- (c) the User failed to comply with the other terms and conditions of the BOOSTEROID Token Sale Agreement.

## 13. Miscellaneous

Notices: Any notice or other communication under the BOOSTEROID Token Sale Agreement shall be in writing and shall be considered given and received when sent by email.

Competent law and jurisdiction: the laws of England and Wales govern the BOOSTEROID Token Sale Agreement and the relationship between the Parties. Any disputes and disagreements arising from the BOOSTEROID Token Sale Agreement will be settled by negotiations between the Parties. If the Parties fail to reach an agreement, the disputes shall be settled in accordance with the legislation of the defendant's principal place of business and location.

Severability: If any provision of the BOOSTEROID Token Sale Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of the BOOSTEROID Token Sale Agreement shall remain in full force and effect.