



TERMS AND CONDITIONS

**Attention! This investment falls outside AFM supervision.
No license and no prospectus required for this activity.**



By clicking on the “Buy” button on the website <https://www.bitcanna.io/buy-bitcanna/> (the “**BitCanna Website**”), you hereby agree (i) to become a party to this agreement (the “**Agreement**”) and (ii) that your counterparty is BitCanna Ltd, a private company incorporated under the laws of Malta, having its statutory seat and registered offices in Level G (Office 1/1129), Quantum House, 75, Abate Rigord Street, TA’ XBIEX XBX 1120, Malta, registered with the Maltese Chamber of Commerce under company registration number C88685 (hereinafter referred to as: “**BitCanna**”),

RECITALS:

- A. BitCanna is engaged in the development of a project based on blockchain technology with the ultimate goal of setting up a decentralised project based on that development in which future cryptographic Tokens play a central part (the “**Project**”). The Project is further described in the whitepaper “*BitCanna WhitePaper v 1.03*”, published on the BitCanna Website at the following URL:
https://www.bitcanna.io/wp-content/uploads/2019/09/BitCannaWhitePaper_versionMaltav3.pdf
- B. You want to obtain Tokens from BitCanna;
- C. You realise that the Project as described in recital A is very high-risk which means that, among other things but not limited to that, there is a significant risk for you that the Tokens (now and/or in the end) will not represent any, or only very limited, (actual) value, and that you specifically, but not limited to that:
- i. do not have any opportunity to acquire shares or similar (property and/or equity) rights in BitCanna’s capital;
 - ii. will not receive any dividend in any form whatsoever;
 - iii. will not obtain any control over or in BitCanna, or any other legal entity, in any form whatsoever;
 - iv. are not entitled to any repayment of the Purchase Price in any form whatsoever;
 - v. are not entitled to any (property) right regarding the (intellectual property rights with regard to the) Project in any form whatsoever, while BitCanna will not provide the Project’s source code to you, in any form whatsoever;
 - vi. realise that the Project’s development is not yet finalised which means that the Project may not be feasible for technical, economic, commercial or other reasons, in which case you do not have any right to compel BitCanna to continue developing the Project, and/or to compel BitCanna to carry out and/or to cause others to carry out any other action(s);
 - vii. realise that this Agreement does not in any way constitute a loan agreement, barter agreement or security, while the funds provided by you do not in any way constitute a debt owed by BitCanna towards you nor does it grant you any rights with respect to BitCanna other than as stipulated in this Agreement, while furthermore the activities of BitCanna in connection with this Agreement are not regulated;
 - viii. acknowledge that the Tokens are not securities (*effecten*), within the meaning of the Dutch Financial Supervision Act and no items or objects (*zaken*), within the meaning of the Dutch Civil Code (*Burgerlijk Wetboek*); and
 - ix. are not entitled to personally or via (a) class action(s) hold BitCanna, its advisors, shareholders and/or its directors, liable for any damages arising out of any of these or

the foregoing recitals, nor for any damages arising out of or in connection with (the execution of) this Agreement as a whole and/or the Project.

- D. In order to illustrate your (technical) knowledge of the status and functioning of blockchain-technology and the application thereof, you hereby acknowledge (that you realise), amongst other things but not limited to those, that:
- i. blockchain is a new and largely unregulated form of interaction and doing business. Many jurisdictions have not yet adopted their legal systems to this up and coming application of technology. As a result of this, upcoming changes in legal systems and/or other circumstances may result in substantial changes in the blockchain application and/or the (execution of the) Project, which in turn may lead to (the complete) loss of (the value of) the future Tokens;
 - ii. the Tokens are only accessible via a digital wallet that supports the BitCanna token standard. The wallet requires the means to store and access the private key. If either the private key or wallet is compromised this can result in the unrecoverable and permanent loss of the Tokens which are held in that wallet; and
 - iii. blockchain and the (underlying) software(products) are currently in an early development-stage and have not been proven to be without error. Therefore, BitCanna cannot give you and other parties like you any warranties regarding the errorless and hack-free functioning and performance of the blockchain and the Project.

HAVE AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1. In this Agreement, the capitalised words have the following meaning:

Agreement	this agreement
Article	an article of this Agreement
BitCanna	BitCanna Ltd, a private company incorporated under the laws of Malta, having its statutory seat and registered offices in Level G (Office 1/1129), Quantum House, 75, Abate Rigord Street, TA' XBIEX XBX 1120, Malta, registered with the Maltese Chamber of Commerce under company registration number C88685
BitCanna Website	BitCanna's website: https://www.bitcanna.io/buy-bitcanna/ and related URLs and extensions
Indacoin Platform	the payment platform operated by Indacoin Ltd which is accessible via the Bitcanna Website
Party	a party to this Agreement
Project	the project as described in recital A of this Agreement
Purchase Price	the amount of US Dollars you will transfer to BitCanna
Purchased Tokens	the Tokens that you purchase from BitCanna
Token Price	the price for 1 (one) Token in US Dollar published on the BitCanna Website
Tokens	cryptographic tokens that play a central part in the Project

- 1.2. These definitions apply in the singular form as well as in the plural form of these definitions.
- 1.3. The contents of the recitals in this Agreement form an integral part of what the Parties have agreed upon.



2. OBLIGATIONS OF YOU AND BITCANNA

- 2.1. You will transfer the Purchase Price to BitCanna via the Indacoin Platform
- 2.2. In consideration for the receipt of the Purchase Price, BitCanna hereby undertakes the obligation with respect to you to ensure that you will obtain the Purchased Tokens. The aforementioned obligation is subject to the following cumulative conditions precedent (*cumulatieve opschortende voorwaarden*):
 - i. you have explicitly and irrevocably agreed with the terms and conditions as set out in this Agreement;
 - ii. BitCanna has unconditionally and irrevocably received the Purchase Price from you;
 - iii. you have provided BitCanna with the valid address of your BitCanna wallet.
- 2.3. If you fail to provide BitCanna with the valid address of your BitCanna wallet as described in Article 2.2.iii within a period of 1 (one) year, the obligation of BitCanna to ensure that you will obtain the Purchased Tokens as described in Article 2.2 lapses (*vervalt*).
- 2.4. Indacoin Ltd charges a 7% (seven percent) fee for the usage of the Indacoin Platform, which fee is included in the Token Price.

3. TRANSFER OF THE AGREED AMOUNT

- 3.1. The Purchase Price is calculated by multiplying the number of Tokens you wish to acquire by the Token Price, dependant on whichever phase of the Token Sale you are participating in, in US Dollars or the cryptocurrency chosen by you. Expressed as a formula:

$$\text{Purchase Price} = \text{number of Tokens you wish to acquire} * \text{Token Price}$$

- 3.2. The Token Price will exclusively be determined by BitCanna or a party designated by BitCanna.
- 3.3. The Purchase Price is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply in your jurisdiction to your participation in the Token Sale, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. BitCanna is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from you entering into this Agreement.

4. TRANSFER OF TOKENS

- 4.1. BitCanna will transfer the Purchased Tokens to your personal BCNA wallet address you have provided on the BitCanna Website.

5. REPRESENTATIONS AND WARRANTIES FROM BITCANNA TO YOU

By entering into this Agreement, BitCanna represents and warrants to you that:

- i. BitCanna is an established company duly incorporated under the laws of Malta;
- ii. BitCanna is not involved in any proceedings or disputes related to this Agreement or the Project; and
- iii. entering into this Agreement does not constitute an attributable breach on the part of BitCanna with respect to one or more third parties.



6. REPRESENTATIONS AND WARRANTIES FROM YOU TO BITCANNA

By entering into this Agreement, you represent and warrant to BitCanna that:

- i. you are not involved in any proceedings or disputes related to this Agreement or the Project;
- ii. entering into this Agreement does not constitute an attributable breach on your part with respect to one or more third parties;
- iii. what has been included in recitals B. and D. of this Agreement is correct, while you are aware of the risks as described in recitals B. and D. of this Agreement;
- iv. you are entering into this Agreement to provide or receive (future) services with respect to the Project and to support the development, testing, deployment and operation of the Project. You are not entering into this Agreement for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
- v. you have provided BitCanna with a correct wallet address of a BitCanna compatible wallet;
- vi. you will comply with any applicable tax obligations in your jurisdiction arising from entering into this Agreement;
- vii. you are no inhabitant of and/or have your main (registered) address in Canada, Democratic People's Republic of Korea (DPRK, North Korea), Ethiopia, Iran, Iraq, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, United States of America (USA), Vanuatu and Yemen.

7. WARRANTIES AND CLAIMS

- 7.1. BitCanna is not bound to give you any warranty, indemnity or a combination thereof regarding the Purchased Tokens, the Project and/or in any other respect (in any form) whatsoever.
- 7.2. By entering into this Agreement, you acknowledge and agree that you will not hold BitCanna, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project liable for any and all damages caused by and/or related to this Agreement and/or to the Project. You are not entitled to personally or via a class action hold BitCanna, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project liable or file for claims for any damages arising out of or in connection with this Agreement and/or the Project.
- 7.3. By entering into this Agreement, you acknowledge and agree that you will indemnify BitCanna, its directors, its employees and/or any third party involved with the (creation of this) Agreement and/or the Project against (any) third-party claim(s), including but not limited to the claims, which arise from you entering into this Agreement and/or a breach of any or all warranties as described in Article 6.

8. TERMINATION OF THIS AGREEMENT

- 8.1. As soon as you have obtained the Purchased Tokens this Agreement will automatically terminate.
- 8.2. BitCanna is entitled to terminate this Agreement with immediate effect, and without any prior warning or due regard of any (termination) notice if one of the following circumstances or a combination thereof present itself:
 - i. you are declared bankrupt or you file a petition for bankruptcy against yourself;
 - ii. you are granted (provisional) suspension of payments or you apply for a suspension of payments; and/or
 - iii. you are admitted to a statutory debt rescheduling (*wettelijke schuldsanering* or *WSNP*) of you apply for a statutory debt rescheduling yourself.



8.3. The obligations set forth in Articles 6, 7 and 9 shall survive the termination of this Agreement indefinitely.

9. OTHER PROVISIONS

9.1. Parties enter into this Agreement under the condition subsequent that you do not successfully pass the KYC and AML procedures of the Indacoin Platform, which is at the sole discretion of BitCanna or a party designated by BitCanna.

9.2. This Agreement may only be amended or supplemented in writing and signed by both Parties.

9.3. All the communications, notices and announcements under this Agreement must be made in writing.

9.4. If a provision of this Agreement turns out to be void or non-binding, the Parties continue to be bound to the other provisions of this Agreement.

9.5. Notwithstanding the provisions in this Agreement, you hereby waive your rights to annul and/or dissolve this Agreement, or cause it to be annulled or dissolved, on any grounds whatsoever, including, but not limited to, pursuant to section 6:265 to section 6:272, and section 6:228 of the Dutch Civil Code that relate to the annulment or dissolving of this Agreement on account of an error or to apply to a court of law to annul or dissolve this Agreement. Furthermore, you waive your right to demand this Agreement to be amended on any grounds whatsoever including, but not limited to, pursuant to section 6:230(2) or section 6:258 of the Dutch Civil Code.

9.6. The rights and powers vested in you to rely on a settlement, setoff and/or suspension are excluded with the exception of the provisions in this Agreement in this regard.

9.7. The claims that may ensue from this Agreement, including but not limited to your right to obtain the Allocated Tokens as mentioned in Article 2.2, cannot be transferred, this with effect under property law (*met goederenrechtelijke werking*) as defined in section 3:83(2) of the Dutch Civil Code.

9.8. This Agreement and any non-contractual obligations arising out of or in connection with the Agreement and/or the Project are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands, with the exception of the rules of conflict of laws under Dutch international private law.

9.9. Any disputes arising out of or in connection with this Agreement and/or the Project, including regarding the existence or validity of this Agreement, and any non-contractual obligations arising out of or in connection with this Agreement and/or the Project, are subject to the sole and exclusive jurisdiction of the competent court in Amsterdam, the Netherlands
