



ICO TERMS AND CONDITIONS

May 10th, 2021

Version 0.2

LEGAL NOTICE

Bcube is an online service developed by ACINTYA GLOBAL HOLDINGS SAS, a French simplify joint-stock company with a capital of 1,000 euros, registered in the Trade and Companies Register of Nanterre under number 830 862 637, domiciled at 7 rue le Bouvier, 92340, Bourg-la-Reine.

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1. Definitions

Bcube	Refers to the Bcube tokens issued by the Company.
Company	Refers to the French company as defined in the Legal mentions above.
Currency	Refers to any currency being legal tender (euro, dollar, etc.).
ICO	Refers to the issuance of Bcube tokens by the Company accessible from ico.b-cube.ai .
Parties	Refers to the Subscriber and the Company, and “ Party ” refers to one of them.
Subscriber	Refers to any person who subscribes to the ICO of the Bcube from the Website .
Terms and Conditions (T&Cs)	These Terms and Conditions constitute a legally binding agreement (hereinafter, the “ T&Cs ”) between the Subscriber and Bcube (as defined above) governing the subscription of Bcube by the Subscriber in the context of the ICO.
You	Refers to the Subscriber of the ICO and Party of these T&Cs.
Website	Refers to all content and services accessible from ico.b-cube.ai . domain, its linked domain and subdomains.

2. Acceptance

1. By subscribing to the ICO, You accept and agree to these T&Cs without any condition or restriction. If You do not agree to these T&Cs, including the risks highlighted in the article 5 (*Warnings*) do not subscribe to the ICO made by the Company.
2. You confirm that you are legally permitted to receive and hold and make use of Bcube under French jurisdiction and any other relevant jurisdiction.

3. Subject

3. These T&Cs are related to the issuance of Bcube by the Company, divided in private and public sales (the “**ICO**”) and accessible on the Website. They govern all the contractual relationships between You and the Company regarding the ICO and any related contract.

4. The ICO

4. The Company planned to issue Bcube for a maximum total amount of 50,000,000.00 Bcube (the “**Project**”). For further information, please consult the Company’s [White Paper](#) and [Website](#).

5. The tokens will be used on the Bcube platform (the "**Platform**") accessible at b-cube.ai, as a means of obtaining long-term advantages such as priority access to certain products and services (stacking and holding programs) (the "**Rights**").
6. Bcube does not confer any other rights, such as financial (dividends, etc.) or governing (voting rights, etc.) rights.

5. Warnings

7. This ICO is only aimed at experienced Subscribers who are used to blockchain technology and cryptocurrency trading.
8. By accepting these T&Cs, You acknowledge (i) having the necessary knowledge and comprehension of the blockchain technology and the tokens, and (ii) comprehended the risks associated with blockchain-based software systems and tokens, as described hereof and in the current T&Cs.
9. **Economical risks.** You understand that the subscription of Bcube can be affected by economical risks, including but not limited to :
 - partial or total loss of the Subscriber's investment;
 - partial or total loss of the value of the Bcube;
 - market volatility;
 - non merchantability and impossible resale on markets of the Bcube(s);
 - lack of relevant information concerning the trading in crypto assets.
10. **Technological risks.** You understand that the subscription of Bcube can be affected by technological risks, including but not limited to :
 - security error or failure allowing and/or resulting in hacking and stealing of Subscriber, Platform and/or Website data;
 - stealing or loss of the Subscriber private key to his external wallet or his access to the Website;
 - failure of the blockchain used by the ICO;
 - lack of transparency in crypto asset management and markets.
11. **Legal risks.** You understand that the subscription of Bcube can be affected by legal risks, including but not limited to :
 - the lack of ICO regulation and the subsequent lack of any guarantees associated with IPOs on regulated financial markets or other regulated financial investments;
 - any change of the applicable legislation, regulations, opinions, decisions, injunctions, that may affect the legality and existence of the Project, the ICO and Bcube.
12. **Risks related to the Project.** You understand that the Project can be affected by risks, including but not limited to :

- total or partial economical and/or technical failure of the Project, including but not limited because of its early stage;
 - modification of the rights conferred by the Bcube.
13. The Company will not be held responsible for any damage related to the risks mentioned above. By accepting these T&Cs, You acknowledge having read and understood the Warnings.
14. If You have any questions, please contact the Company's as explained in Article 15 "Contact" below and consult the Website.

6. Financial conditions

15. The Subscribers of the ICO will be allocated their Bcube in exchange for ETH or USDT at the rates described in the Company's [White Paper](#).
16. **Withdrawal exclusion.** You expressly acknowledge and accept the non-refundability of the subscription of Bcube, and waives your right of withdrawal, in accordance with Article L. 221-28, 2° of the French Consumer Code, which provides that: "*the right of withdrawal cannot be exercised for contracts (...) for the supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the professional and likely to occur during the withdrawal period*".

7. Subscriber's obligations

17. By accepting the current T&Cs, you undertake to:
- comply with the current T&Cs,
 - act in good faith and not misuse the Platform, the Bcube and your Rights related to it,
 - provide all proper information, documentation or copy documentation required in order to accept your purchase and allocation of Bcube,
 - provide any additional information which may be reasonably required by legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
 - not supplied us with information relating to your acquisition of Bcube or otherwise which is inaccurate or misleading;
 - use Bcube in compliance with French law and the law applicable to your jurisdiction;
 - know that Subscribers must have a Metamask wallet connected to the Website Dashboard in order to receive any Bcube.
18. To the fullest extent permitted by applicable law, You undertake to indemnify, defend and hold harmless the Company 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 Bcube; (ii) your responsibilities or obligations under these T&Cs; (iii) your violation of these T&Cs; or (iv) your violation of any rights of any other person or entity.

8. Company's obligations

19. **Obligations.** Company undertakes to perform its obligations with the care normally expected from a professional in his professional field and to comply with the professional customs in force. Company undertakes to implement all the necessary means to ensure the best delivery of the Bcube and Rights provided. However, it can only be bound by an obligation of best endeavour.
20. **Limitation.** Subject to any contrary applicable law, the Company's liability may only be incurred if the User proves that (i) the Company acted wrongfully and intentionally and (ii) exclusively if this behaviour caused it certain, personal and direct damage. In any case, the Company's liability is limited to the reimbursement of the sole Bcube(s) actually concerned by the Subscriber's claim.
21. **Exclusion.** Subject to any contrary applicable law, the Company should not be liable for any direct or indirect damage resulting from:
- the failure, non-performance or non implementation of the Project and/or Bcube;
 - the partial or total loss of the value of Bcube;
 - any error, malfunction or violation of these T&Cs by the Subscriber or a third-party controlled by the Subscriber;
 - loss of control for any reason whatsoever (loss, hacking, technical failure, etc.) of the Subscriber's login credentials;
 - temporary or permanent suspension of the Website, for any reason, and especially due to a request from the public authorities, judicial authority or any third part;
 - any failure of the computer and software used by the Subscriber;
 - any Bcube or financial losses;
 - lack of compatibility between the service specificity and the Subscriber's requirements;
 - all damages due to an element that does not depend on the Company: internet network, failure specific to the user's equipment, etc.;
 - any risk described in the current T&Cs, including in its article 5 (*Warnings*).
22. **Force Majeure Event.** The Company shall not be liable for its failure to perform any of its obligations to Subscriber hereunder, during any period in which such performance is delayed by circumstances beyond its reasonable control including but not limited to fire, flood or any other natural disasters, epidemics, war, embargo, strike, riot, inability to secure materials, the blocking or interruption of telecommunications networks, the absence or suspension of electricity supply by the supplier, regulatory changes affecting the activity of Mining or the management of digital assets, anomalies that may affect the markets for digital assets (exceptional fluctuations, suspicion of price manipulation, technological or protocol advances, etc.), the intervention of any governmental authority or any other event preventing the normal execution of the Platform, the Website and any

services related to them (hereinafter a "**Force Majeure Event**"). If a Force Majeure Event occurs, the Company shall notify the Subscriber as soon as possible of such an event preventing the normal execution of the service.

9. KYC/AML Procedure

23. The Company maintains a Know Your Customer and Anti-Money Laundering ("**AML/KYC Procedure**") policy. The Subscriber undertakes to give all the necessary information and document to the Company to perform its obligations, including but not limited to its :
 - First and last name;
 - Date and location of birth;
 - Current address;
 - Citizenship;
 - A copy of passport or ID card;
 - Self portrait.
24. The Company reserves the right to refuse any subscription from the Subscriber until (i) additional and verifiable proof of identity is received and (ii) approbation of the Subscriber.
25. The Subscriber undertakes to strictly follow the requirements of the AML/KYC Procedure, and shall not be entitled to purchase any of the Bcube without successfully completing the AML/KYC Procedure.
26. **Restricted person.** The Company reserves the right to deny access to any person, except an accredited investor, from the United-States and defined as a "United States person" within the meaning of "Regulation S" of the Securities Act of 1933.
27. **Restricted countries.** The Company reserves the right to deny access to any person residing in the following countries, including but not limited to: Afghanistan, Albania, Anguilla, Bahamas, Barbados, Myanmar (Burma), Botswana, Cambodia, China North Korea, Dominica, Fidjia, Ghana, Guam, Cayman Island, Mauritius Island, US British Virgin Island, British Virgin Island, Iraq, Iran, Jamaica, Morocco, Mauritius, Mongolia, Nicaragua, Uganda, Pakistan, Palau, Panama, American Samoa, Samoa, Senegal, Seychelles, Syria, Trinidad and Tobago, Vanuatu, Yemen, Zimbabwe.

10. Privacy

28. The Subscriber may be contacted by email or phone call by the Company, for information only. For additional information, please see the Company's Privacy Policy available on the Website in [Privacy Policy](#).

11. Complete Agreement

29. These T&Cs set forth the entire understanding between the Subscriber and the Company with respect to the purchase and sale of Bcube. For facts relating to the sale and

purchase, the Subscriber agrees to rely only on the T&Cs, which overrides any public statements about the Bcube ICO made by third parties or by the Company.

12. Severability

30. The Subscriber and the Company agree that if any portion of these T&Cs 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 T&Cs, which shall continue to be in full force and effect.

13. No Waiver

31. The failure of the Company to (i) require or enforce strict performance by the Subscriber of any provision of these T&Cs or (ii) exercise any right under these T&Cs 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.

32. Except as expressly and specifically set forth in these T&Cs, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these T&Cs nor be legally binding.

14. Updates

33. The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the T&Cs at any time during the ICO by posting the amended T&Cs on the Website. Any Subscriber will be deemed to have accepted such changes by subscribing to the ICO.

34. The T&Cs may not be otherwise amended except by express consent of both the Subscriber and the Company.

15. Contact

35. If You have any question regarding these T&Cs, please contact the Company at the following address : contact@b-cube.ai or by the tab “Contact” of the Website.

16. Language

36. Only the English versions of any Company's communications and contracts, including the current T&Cs, are considered official.

17. Applicable law and jurisdiction

37. **Applicable law.** These T&Cs and any contractual relationship arising from the ICO are governed by French law solely.
38. **Mediation.** In the event of a dispute arising between Company and the Subscriber agree to seek an amicable settlement prior to any legal action. The Subscriber undertakes to inform Company at the following address: contact@b-cube.ai. He shall specify its contact details and provide any information allowing to appreciate the origin and the implications of the dispute. He may also contact the online dispute resolution service of the European Commission at the following address: <https://ec.europa.eu/consumers/odr>.
39. **Dispute.** No legal action may be brought against Company without prior formal notice by registered letter with acknowledgement of receipt (“LRAR”).
40. Failing to reach an amicable solution to the dispute, the Subscriber and Company irrevocably consent that the courts of Paris in France, shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these T&Cs.