



## **TERMS & CONDITIONS**

### INITIAL COIN OFFERING (ICO) TERMS AND CONDITIONS OF PARTICIPATION

THIS IS NOT A FINANCIAL, INVESTMENT, CURRENCY OR GAMING PRODUCT. IT IS NOT ANY TYPE OF MANAGED INVESTMENT SCHEME OR FINANCIAL SERVICE. IT IS A SOFTWARE PRODUCT CREATED FOR THE BENEFIT OF THE TRADING COMMUNITY. BLOCKBID TOKENS ARE SOLELY A METHOD OF OBTAINING A DISCOUNT ON A FUTURE SERVICE. THEY SHOULD NOT BE SWAPPED FOR ETHEREUM ON THE BELIEF, ASSUMPTION OR POSSIBILITY THAT THEY MAY INCREASE IN VALUE. YOU ARE SOLELY RESPONSIBLE OF THE MANAGEMENT OF YOUR TOKENS.

This project gives contributors digital discount vouchers called BLOCKBID TOKENS to use on the proposed BLOCKBID PTY LTD (BLOCKBID) Exchange Platform website, in appreciation of their contribution to the project.

We are not accepting cash. This is not an investment. We will only accept another token (Ethereum) in exchange for our tokens.

This is not a company share stock/derivative. It is a sale of a digital item, or more accurately, an exchange of Ethereum for the tokens that BLOCKBID is creating. GST is applicable on the sales of digital items and applicable to Australian residents, for tax purposes only. BLOCKBID tokens offer no rights to any company equity or profits generated by the project.

Do not participate in this event unless you have read and fully understood all disclaimers, terms and conditions. We will not accept participation from residents of China. IT IS ALSO SOLELY YOUR RESPONSIBILITY TO CONDUCT LEGAL DUE DILIGENCE TO ENSURE PARTICIPATION IN THIS TOKEN OFFERING IS LEGAL IN YOUR PLACE OF RESIDENCE OR DOMICILLARY.

The BLOCKBID directors are the principle shareholders of the company, owning circa 78.5% of the total shares on issue. In Australia, a company's Shareholder register is publicly available for viewing for a small fee on Australian Securities and Investments Commission (ASIC) website.

BLOCKBID is a privately-owned company, registered in Australia and is compliant with all relevant obligations and requirements of the Australian Securities and Investments Commission 2001 (Cth) and the Corporations Act 2001 (Cth). BLOCKBID was founded in August 2017 and, as such, has no public financial information available. However, it has received funding from the founding directors, and also from a company affiliated with one of the directors that specialises in artificial intelligence and blockchain investments. BLOCKBID is currently funded from its cash reserves and has no subsidiaries. BLOCKBID is not party to any litigation as at the date of publication of this document.

### BLOCKBID TOKENS

By purchasing, holding and using BLOCKBID tokens, you expressly acknowledge that you are aware of the following:

BLOCKBID tokens are not, and are not intended to be structured or sold as any type of commodity, security, digital currency, or any other form of financial or investment product or service. Accordingly, none of the information presented by BLOCKBID in respect of our tokens is to or is intended to form the basis for any investment decision, and no recommendations are given. BLOCKBID expressly disclaims any and all responsibility for any direct, indirect or consequential loss, damage, cost or expense of any kind whatsoever arising directly or indirectly from, or otherwise in connection with:

- (i) reliance on any information contained herein;
- (ii) any error, omission or inaccuracy in any such information; or
- (iii) any action resulting from such information.

Ownership of our tokens carries no rights, express or implied, other than the right to discounted usage of the BLOCKBID exchange platform. In particular, you understand and accept that the tokens do not represent or confer:

- (i) any ownership right, share or security (or any equivalent right) in BLOCKBID PTY LTD or any other company.
- (ii) any future right to receive an interest or revenue share in BLOCKBID or any other company.
- (iii) any future right to receive an interest in any intellectual property rights relating to the BLOCKBID exchange platform.

#### RISKS OF THE TOKEN GENERATION EVENT

There are risks associated with the use of blockchain token technology for the token sale process, and with the acquisition of our tokens.

**WARNING: DO NOT ACQUIRE BLOCKBID TOKENS UNLESS YOU ARE AN EXPERT IN MANAGING CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. THE PURCHASE OF BLOCKBIT TOKENS ENTAILS A NUMBER OF RISKS.**

Acquisition of BLOCKBID tokens should only be undertaken by individuals or entities that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens like Bitcoin (BTC) and Ether (ETH), and other blockchain-based software systems. You should have functional understanding of storage and transmission mechanisms associated with all existing cryptographic tokens. Whilst BLOCKBID is available to assist in the acquisition of tokens, in no way is BLOCKBID offering advice, and will not be responsible for lost BTC, ETH, BLOCKBID tokens, any other form of digital currency or asset, or cash, resulting from actions taken by, or omitted by you.

You should carefully consider all risks involved, including, but not limited to, those listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, then you should not acquire tokens. By acquiring tokens, to the extent permitted by law, you acknowledge and agree that there are risks associated with purchasing, holding and using them. You expressly acknowledge and assume all risks and agree not to hold BLOCKBID or any related party of BLOCKBID liable for any loss, damage, cost or expense (including any special, incidental, or consequential damages) arising from, or in any way connected, to the offering of our tokens, including, but not limited to, any loss associated with the risks below:

#### RISKS ASSOCIATED WITH DEVELOPMENT AND MAINTENANCE OF THE BLOCKBID EXCHANGE PLATFORM.

You recognise that the BLOCKBID Exchange Platform is currently under development and may undergo significant changes before and after going live, including changes of direction at BLOCKBID's discretion. Whilst BLOCKBID intends for BLOCKBID tokens and the Platform to follow the path detailed in the whitepaper and roadmap, and to take commercially reasonable steps toward those objectives, BLOCKBID may need to make changes to the specifications of the tokens or the Platform. This could mean that the Platform or our tokens, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite BLOCKBID's best efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the utility of BLOCKBID tokens. You understand that while BLOCKBID will make reasonable efforts to complete the Platform on time, on budget and as otherwise specified, due to circumstances beyond BLOCKBID's control it is possible that this may not occur.

#### RISK OF LOSING ACCESS TO BLOCKBID TOKENS DUE TO LOSS OF PRIVATE KEYS OR PASSWORDS

BLOCKBID tokens may be stored in a wallet or vault, which can only be accessed with a password selected by you. The wallet will hold a private key, or a combination of private keys, required to control movement of your BLOCKBID tokens. Any loss of required private keys or passwords will also result in loss of your tokens.

You must safely store your password in one or more backup locations that are separated from primary location. If you do not have such experience or expertise, then you should not participate in the crowdfunding event. Any third party that gains access to your private key may be able to gain access to your BLOCKBID tokens. You must take care not to respond to any inquiry regarding your BLOCKBID tokens, including but not limited to, email requests purportedly coming from BLOCKBID or a similar looking website or domain name. BLOCKBID disclaims all responsibility for loss, destruction, loss of access or data loss relating to issues with private keys or passwords.

#### RISKS ASSOCIATED WITH THE ETHEREUM AND BITCOIN PROTOCOL

As BLOCKBID TOKENS are based on cryptocurrency protocols, any malfunction, unexpected functioning, forking, breakdown or abandonment of the Ethereum protocol may have material adverse effects on the functioning of the Exchange Platform, including, but not limited to, impacting your ability to transfer or securely store BLOCKBID tokens. Such impact could adversely affect the value of BLOCKBID tokens. Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to BLOCKBID tokens and the Platform by rendering the cryptographic consensus mechanism ineffective.

#### RISKS OF MINING ATTACKS

As with other decentralized cryptographic tokens based on the Ethereum ERC-20 protocol, BLOCKBID tokens are susceptible to attacks by miners in the course of validating BLOCKBID token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, selfish-mining attacks and race condition attacks. Any successful attacks present a risk to the functionality and value of BLOCKBID tokens.

#### RISK OF HACKING, CYBER THREATS AND SECURITY WEAKNESSES

Hackers, individuals, other malicious groups or organizations may attempt to interfere with the Exchange Platform or BLOCKBID tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Hackers, individuals, other groups or organizations may attempt to steal BTC, ETH, BLOCKBID or other

digital assets during or after the Token Generation Event, thus potentially impacting the ability of BLOCKBID to develop the Exchange Platform. To account for this risk, BLOCKBID has and will continue to implement comprehensive security precautions to safeguard the BTC and ETH obtained from the sale of BLOCKBID tokens. Multi-factor security measures and audit procedures will be taken to protect cryptocurrencies, and our tokens. To the extent possible, BLOCKBID plans to continuously incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

#### RISK ASSOCIATED WITH MARKETS AND EXCHANGES

BLOCKBID tokens are intended to be used solely as digital discount vouchers on the BLOCKBID Exchange Platform. However, trading of BLOCKBID tokens may also be facilitated by third party exchanges, and such exchanges may be unreliable and lack regulatory oversight, making them susceptible to fraud or manipulation. Furthermore, to the extent that third parties ascribe a value to BLOCKBID tokens, such value diminishes to zero. If you choose to buy, sell or store our tokens on exchanges, including BLOCKBID, it is at your own risk. The closure or temporary shutdown of third party exchanges may reduce confidence in both the BLOCKBID Exchange Platform and BLOCKBID tokens, and result in reduced utility and value of BLOCKBID tokens.

#### RISK OF UNINSURED AND TRANSACTION LOSSES

Unlike cash reserves held in bank accounts or accounts at some other financial institutions, BLOCKBID tokens will be uninsured unless you specifically obtain private insurance. Cryptographic token transactions are generally not reversible without the consent and active participation of both parties involved. Once a transaction has been verified and recorded in a blockchain, an incorrect transfer or theft may not be reversible and there will be no compensation provided by BLOCKBID or any government agency. Such loss could adversely affect the value of all BLOCKBID tokens.

#### RISKS ASSOCIATED WITH UNCERTAIN REGULATORY ENVIRONMENTS OR ENFORCEMENT ACTIONS

The regulatory status of the cryptographic tokens, blockchain and distributed ledger technology is unclear or unsettled in many jurisdictions. It is not possible to predict how, if or when regulatory agencies may implement changes to laws surrounding blockchain technology and blockchain related companies and systems. BLOCKBID may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, renders it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approvals to operate in such jurisdiction. The Platform and BLOCKBID could be impacted by regulatory enquiries or action, which could impede or limit the ability of BLOCKBID to continue to operate the Platform. Political or economic crises may motivate heavy selling of BLOCKBID tokens, which would reduce their value.

#### RISKS ARISING FROM TAXATION

The tax characterization of BLOCKBID tokens is uncertain in many jurisdictions. You must seek your own tax advice in connection with purchasing and selling BLOCKBID tokens, which may result in adverse tax consequences to you, including but not limited to withholding taxes, income taxes and tax reporting requirements. You bear the sole responsibility for any taxation requirements, in purchasing, using, holding and selling BLOCKBID tokens.

#### EXCHANGE PLATFORM RISKS

It is possible that alternative platforms could establish similarly attractive features, thus increasing competition and reducing market share. It is possible that the Platform will not be used by sufficiently

large number individuals. BLOCKBID cannot predict the success of its own marketing or development efforts, or the efforts or behaviour of third parties.

#### RISK ARISING FROM LACK OF OWNERSHIP AND POTENTIAL DISSOLUTION OF BLOCKBID

As ownership of a BLOCKBID token confers no governance rights or ownership of any kind with respect to the Platform or BLOCKBID, all decisions involving the Platform will be made by BLOCKBID at its sole discretion, including, but not limited to, decisions to discontinue the Platform, make acquisitions, form alliances, or to sell or liquidate BLOCKBID PTY LTD.

#### RISKS INVOLVING CLOUD STORAGE

The Platform may be susceptible to a number of risks related to the storage of data in the cloud. Such data may include large amounts of sensitive personal and/or proprietary information, which could become compromised in the event of a cyber attack or other malicious activity. The Platform may be interrupted and files may become temporarily unavailable in the event of such activity. As customers may use a variety of hardware and software that interfaces with the Platform, there is the risk that the Platform or parts thereof may become unavailable or be interrupted.

#### CRYPTOGRAPHIC TOKENS OFTEN EXPERIENCE REDUCTIONS IN VALUE

BLOCKBID tokens are not intended to represent any form of investment. Possible reduction in value of BLOCKBID tokens is compounded by price volatility of currencies used to purchase BLOCKBID tokens. You should be prepared for potential loss in value. BLOCKBID, its directors, officers, agents, advisors or shareholders are not liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the purchase, sale, use or storage of BLOCKBID tokens.

#### UNANTICIPATED RISKS AND OTHER RISKS NOT LISTED

Cryptographic tokens such as are a new and relatively untested technology. In addition to the risks noted above, there are other risks associated with your swapping of Ethereum for BLOCKBID tokens that BLOCKBID cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks set out above. BLOCKBID has endeavoured to list all current and foreseeable risks however there is a possibility that reasonably foreseeable risks have been inadvertently omitted. You agree to accept all responsibility for these risks.